

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 21, 22, 24 & 27		A. PERMITS/CLASS ROBB-06-00066		PAGE OF 1 75	
I. OFFEROR'S NO. NSCEOP-06-C-00045		B. AWARD EFFECTIVE DATE		C. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL: Ronald Jean-Baptiste		D. TELEPHONE NUMBER (b)(4)		E. OFFER DEADLINE DATE/TIME	
A. AWARD BY U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		18. TYPE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> RESTRICTED: <input type="checkbox"/> SFCR		19. SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 12 INDICATES OTHERWISE <input type="checkbox"/> FOB DESTINATION		12. DISCOUNT TERMS (b(4))		13. THIS CONTRACT IS A <input type="checkbox"/> FIRM PRICE CONTRACT <input type="checkbox"/> COST PLUS CONTRACT	
16. CONTRACTOR OFFICER PARAGON SYSTEMS INC 14150 MERRIBROCK DR SUITE 150 CHANTILLY VA 201512297		17. CONTRACTOR OFFICER 1753576720000		14. AUTHORITY WILL BE MAILED BY DHS	
17. CHECK PERFORMANCE IS CORRECT AND PUT SUCH ADDRESS IN OFFER		18. AWARD WILL BE MAILED BY DHS		15. PATENT WILL BE MAILED BY DEC	
19. CHECK PERFORMANCE IS CORRECT AND PUT SUCH ADDRESS IN OFFER		20. SUBMIT AN ORDER TO ADDRESS SHOWN IN BLOCK 16A UNLESS BLOCK 20B INDICATES OTHERWISE		21. NAME OF CONTRACTING OFFICER (Type or Print) Jan R. Misoz	
22. ACCOUNTING AND APPROPRIATION DATA See schedule		23. TOTAL AWARD AMOUNT (For Govt Use Only) \$4,273,433.59		24. DATE SIGNED 3/31/06	
25. SOLICITATION INCORPORATED BY REFERENCE FAR 25.113-1, 25.113-4, FAR 25.113-8 AND 25.113-4 ARE ATTACHED. ADDENDUM ARE ARE NOT ATTACHED		26. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 25.113-4, FAR 25.113-8 AS ATTACHED. ADDENDA ARE ARE NOT ATTACHED		27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH ON OTHERSCHEDULE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
28. SIGNATURE OF OFFEROR Leslie Kaiban President		29. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER Jan R. Misoz		30. DATE SIGNED 3/31/06	

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STANDARD FORM NO 3400 (REV. 3-2000)
Prescribed by GSA - FPMR (41 CFR) 101-11.6

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>OF HOURS UNDER TEMPORARY ADDITIONAL SERVICES (TAS) MAY BE REASONABLY INCREASED AND COMPENSATED AT THE NEGOTIATED RATES WITH NO FURTHER COMPETITION.</p> <p>Accounting Info: NONE 000 000 MA 20-01-00-000 02-08-0000-00-00-00-00 GEOE 25-11 000 000 Period of Performance: 04/01/2006 to 03/31/2007</p>				
0001	<p>Captain /IS-SCI</p> <p>Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )</p>	(		b(4))
0002	<p>Lieutenant/IS-SCI</p> <p>Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )</p>	(		b(4))
0003	<p>Sergeant/IS-SCI/SPO</p> <p>Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )</p>	(		b(4))
0004	<p>Armed Guard/IS-SCI/SPO</p> <p>Continued ...</p>	(		b(4))

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

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

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

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

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

41a CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c DATE 42a RECEIVED BY (Print) 42b RECEIVED AT (Location) 42c DATE REC'D (YYYYMMDD) 42d TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSIEMS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4))				
0005	Armed Guard/TS-SCI Dispatcher Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0006	Armed Guard/TS-SCI Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0007	Armed Guard/Secret or TS/EMT Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0008	Armed Guard/Secret or TS Clerical Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0009	Armed Guard/Secret or TS Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0010	Unarmed Guard/Secret or TS Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4) )	(		b(4))
0011	Initial Contract Transition Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4))	(b(4))
0012	Program Manager/IS-SCI Continued ...	(b(4))

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4))				
0013	Temporary Additional Services	(		b(4))
	Base Year (1 April 2006 through 31 March 2007) Obligated Amount: (b(4))				
1001	Captain /IS-SCI	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
1002	Lieutenant/IS-SCI	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
1003	Sergeant/IS-SCI/SPO	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
1004	Armed Guard/TS-SCI/SPO	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
1005	Armed Guard/IS-SCI Dispatcher	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
1006	Armed Guard/IS-SCI	(	b(4))	
	Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007	Armed Guard/Secret or TS/EMI Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
1008	Armed Guard/Secret or TS Clerical Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
1009	Armed Guard/Secret or IS Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
1010	Unarmed Guard/Secret or IS Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
1011	Program Manager/TS-SCI Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
1012	Temporary Additional Services Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2001	Captain /TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2002	Lieutenant/IS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item) Continued ...	(b(4))	

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	Sergeant/IS-SCI/SPO Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2004	Armed Guard/IS-SCI/SPO Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2005	Armed Guard/IS-SCI Dispatcher Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2006	Armed Guard/IS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2007	Armed Guard/Secret or IS/EMI Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2008	Armed Guard/Secret or IS Clerical Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2009	Armed Guard/Secret or IS Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
2010	Unarmed Guard/Secret or IS Continued ...	(	b(4))	

NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
2011	Program Manager/IS-SCI	(	b(4))	
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
2012	Temporary Additional Services	(	b(4))	
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3001	Captain /IS-SCI	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3002	Lieutenant/IS-SCI	(	b(4))	
	OPTION III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3003	Sergeant/IS-SCI/SPO	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3004	Armed Guard/IS-SCI/SPO	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3005	Armed Guard/IS-SCI Dispatcher	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3006	Armed Guard/IS-SCI Continued ...	(	b(4))	

NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3007	Armed Guard/Secret or TS/EMT	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3008	Armed Guard/Secret or IS Clerical	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3009	Armed Guard/Secret or IS	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3010	Unarmed Guard/Secret or IS	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3011	Program Manager/TS-SCI	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
3012	Temporary Additional Services	(	b(4))	
	Option III (1 April 2009 through 31 March 2010) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
4001	Captain /IS-SCI	(	b(4))	
	Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	Lieutenant/IS-SCI Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	:	b(4))
4003	Sergeant/TS-SCI/SPO Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4004	Armed Guard/IS-SCI/SPO Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4005	Armed Guard/TS-SCI Dispatcher Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4006	Armed Guard/IS-SCI Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4007	Armed Guard/Secret or IS/EMI Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4008	Armed Guard/Secret or IS Clerical Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4)))
4009	Armed Guard/Secret or IS Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item) Continued ...	(b(4)))

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4010	Unarmed Guard/Secret or TS Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
4011	Program Manager/TS-SCI Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item)	(	b(4))	
4012	Temporary Additional Services Option IV (1 April 2010 through 31 March 2011) Obligated Amount: \$0.00 Amount: (b(4)) (Option Line Item) Total amount of award: \$29,032,969.99. The obligation for this award is shown in box 26.	(	b(4))	

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

1 Use of Acronyms

This document contains numerous acronyms. Whenever a new term is introduced that will be referred to by an acronym, the acronym will appear next to the term in parentheses. The acronyms that will appear most frequently in this document are listed below for easy reference:

ATR	Agency Technical Representative
CGIM	Contract Guard Information Manual
CM	Contract Manager
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FPO	Federal Protective Officer
FPS	Federal Protective Service
GSA	General Services Administration
PBS	Public Buildings Service
SF1449	Standard Form 1449
QAS	Quality Assurance Specialist
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
TAS	Temporary Additional Services

2 Important Notice

The great majority of this requirement is, by statute, regulation, practical necessity, and its very nature, highly prescriptive in its definition and execution. However, the FPS recognizes that in order to achieve optimum performance it is necessary to apply robust non-prescriptive management methodologies to all of those prescriptive activities. In recognition of the criticality of the type and quality of the contractor's management methodology with respect to the successful performance of this effort, the FPS directs offerors' attention to the following sections: FPS Performance Objective, the designation of the Program Manager position as being key personnel for this effort, and the requirement for offerors to propose performance measures and corresponding performance incentives and/or disincentives that directly address the FPS Performance Objective.

3 FPS Performance Objective

The functional objective of this requirement is to support the FPS mission by providing armed guard services at the Nebraska Avenue Complex, in accordance with applicable statutes, regulations, practices, and constraints specified in this Statement of Work.

The FPS Performance Objective is to meet its functional objective by the provision of a notably and visibly professional guard force in an efficient and cost effective manner, that serves to minimize the impact on scarce FPS resources

That is to say—it is not sufficient to merely perform in accordance with the highly-specific and prescriptive requirements of this effort. It is imperative for the contractor to instill professionalism in the work force and actively manage the effort through the application of effective program management techniques. The contractor must partner with DHS Physical Security personnel and FPS inspectors to ensure that together they provide responsible, responsive, and reliable services to the many high-visibility tenants of and visitors to this federal facility as they perform their duties critical to the nation's safety and security. The government should NOT be relied upon by the contractor to manage the contractor-provided guards, but should serve as the expert advisors and overseers of the guards' performance.

The FPS Performance Objective should not be construed as a requirement to employ additional supervisory guards. It is a requirement to provide sound program management in addition to the normal complement of supervisors.

4 GENERAL INFORMATION

4.1 Project Background

FPS is a security and law enforcement branch of the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE). FPS is responsible for the security and protection of federally owned and leased locations, as well as the location's tenants and visitors.

Security guards have a crucial and highly visible role in FPS's 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.

4.2 Place of Performance

DHS Headquarters, 3801 Nebraska Avenue Complex (NAC), N.W., Washington, DC

4.3 Scope of Work

As an integral part of the Federal Protective Service (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).

4.4 Term of Contract

The first 4 months of the resulting contract are dedicated to transition and start up while the next 8 months are for full performance. These are four one-year option periods of full performance that may be exercised at the sole discretion of the government.

5. REQUIRED SERVICES

5.1 Typical Duties

Guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Guards will perform duties commensurate with and expected by their rank and position. Only those guards designated as Captain, Lieutenant or Sergeant will wear rank on their uniforms. Each guard post will have an Officer's Duty Book which contains the Form 2580. This book is also commonly referred to as the "post orders."

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. Under no circumstances should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders. Guards will demonstrate their familiarity with post orders, weapons and security procedures during each daily guard mount.

Note: Personal items are prohibited on or around the guard post. Personal items include, but are not limited to, newspapers, magazines, radios, portable televisions, etc.

Guard post assignments may include, but are not limited to, the following duties and responsibilities:

5.2 Entrance/Exit Control Posts

Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspection when and as directed by the post orders, or as directed by the COTR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the FPS-supported facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive. Many guards will be assigned to conduct inspections using the Magnetometer, Xray machine and Itemizer.

Guards will provide on-site security and control access to the post area, observing, detecting, and reporting violations of post regulations, as directed by the post orders. Guards must provide and maintain complete and effective surveillance, protection and inspection of all internal and perimeter areas within the designated parameters and authority of their assigned post.

Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, the cafeteria, and parking areas, and shall provide that information to any visitor upon request.

Guards assigned to entrance/exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.

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

5.3 Roving Control Posts

Guards will make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment. Guards will keep duty logs on each post and annotate all significant events to include an hourly communications check with the security desk. The duty log, security check sheets, alarm documentation, serious incident, security blotters and all other security documents compiled during a 24 hour period will be submitted to the COTR representative each morning before 0800. All Security Officers assigned to Roving Patrol will be Special Police Officer Qualified (SPO)

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

5.4 Traffic Control

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

5.5 Control, Issuance, and Storage of Keys

Guards will coordinate with the COTR the receipt, issuance, and tracking of all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR.

Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COTR and the guard's supervisor as soon as loss or problem is detected by the guard. The Government may assess deductions as a result of lost, stolen, or damaged keys and access control devices that were under the control of a guard at the time of their disappearance.

Refer to Accountability for Government Property for additional information regarding the use and handling of Government-furnished property.

5.6 Emergency Dispatcher and Emergency Management Technicians

Guards that are assigned as Emergency Dispatchers will be required to process emergency phone calls and take appropriate actions to contact response forces and make internal notifications. The emergency dispatch will maintain a log and status of all emergencies at all times. These guards will also take all appropriate actions to save lives and communicate the situation to response agencies.

5.7 Security and Fire Systems

Guards will monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment located on or near post, in accordance with the Guard Post Assignment Record. The contractor will provide a dedicated alarm and CCTV monitor for the Security Desk.

When an alarm sounds, the guard must immediately report and record the incident as required by the Guard Post Assignment Record.

Guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems. See Exhibit 15, Price Deductions for deductions that may be taken as a result of damaged or broken surveillance equipment that was under the control of a Contract guard at the time of its malfunction or breakage.

Guards shall immediately notify the Control Center/Mega Center and their supervisor if any of the systems under their control malfunction or fail completely.

5.8 Utility Systems

Guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Guard Post Assignment Record.

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

Guards are not janitors, building maintenance staff, delivery persons, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

5.9 Building Rules and Regulations

Guards will monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Guard Post Assignment Record.

5.10 Lost and Found

When directed by the COIR, guards shall receive, receipt for, and store for safekeeping all found articles, pending their final disposition. The COIR will provide an adequate supply of the necessary forms associated with this task.

5.11 Physical Security, Law and Order

Guards shall maintain physical security, law and order as prescribed by statute, regulation, or Guard Post Assignment Record, within the area of assignment. Guards may frequently be responsible for detecting, delaying, and/or detaining persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

5.12 Unauthorized Access

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

5.13 Hazardous Conditions

Guards shall report daily in accordance with procedures in the Guard Post Assignment Record all potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

5.14 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with procedures in the Guard Post Assignment Record in the event of injury or illness to Government employees or others while in the building or on the grounds. A certified emergency technician (EMT) will be assigned to each shift. The inventory of EMTs may consist primarily of off duty fire department personnel.

5.15 Flying the United States Flag

Guards shall raise, fly, lower, fold, and store the United States Flag (and other flags as authorized) in accordance with all applicable GSA/Public Building Service (PBS) and FPS regulations and post orders.

5.16 Additional Duties

Guards shall turn off unnecessary lights; check safes, lock-type repositories, and cabinets; close and secure open windows; close and secure doors and gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders.

5.17 Reports, Records, and Testimony

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

Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Shift Supervisor, the Security Desk, and personnel on the NAC notification list. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat. The Security Guard Supervisor will ensure that the Daily Journals from all post are consolidated and provided to the COTR representative not later than 800 a.m. each morning.

Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract-related court appearances with the COTR when such appearances are required. Guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Government shall in turn remunerate the Contractor. The Contractor shall be required to invoice for the actual hours the guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties, with the Contractor coordinating with the COTR to ensure that the testifying Contract employee appears as, when, and where scheduled to provide timely testimony. Unless otherwise required by the COTR, Contract employees who are scheduled to testify on behalf of the Government due to their Contract-related duties

shall appear for court testimony in full uniform, but without weapons/firearms.

The Contractor shall provide a qualified Contract employee to replace the Contract employee testifying on behalf of the Government.

5.18 Civil Disturbances

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

5.19 Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. Guards are also required to have a plan and personnel to respond to elevated threat levels. The Contractor shall immediately notify the designated Government official or agency, as applicable, of action taken, and shall immediately contact the Control Center/Mega Center to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Contract employees should return to their assigned posts and duties.

5.20 Primary Security Responses

In some outlying areas, and/or if multiple reportable incidents occur, guards may be required to act independently as the primary security response until law enforcement assistance arrives.

5.21 Prohibited Items

The contractor is responsible for executing the operating procedures in accordance with the stated policy, and providing required reports, as described in Exhibit 17, Prohibited Items Policy, Procedures, and Reporting

5.22 Temporary Additional Services/Special Additional Services

The Government may request temporary or special services (TAS/SAS) under this contract. The TAS/SAS will be issued through a written order. The order will include the start and end time and dates for the TAS/SAS services. The contractor must respond to the order, indicating that it will or will not be able to

partially or fully staff the order, within four hours from receipt of the order. If the contractor cannot fully staff the order, the government may choose to seek resources from other government or commercial sources

6 CONTRACTOR PERSONNEL REQUIREMENTS

6.1 Minimum Armed Guard Experience Requirement

All contractor employees performing guard service must have a minimum of two years experience as an armed guard.

6.2 General Personnel Qualifications

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

- (1) Be a citizen of the United States of America with a minimum of a secret clearance. Guard designated as requiring Top Secret or Special Compartmented Information (SCI) must maintain security levels designated for the specific position.
- (2) Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.
- (3) Possess, at a minimum, either a high school diploma or a GED equivalency certificate
- (4) Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this contract.
- (5) Meet one of the following experience/education requirements:
 - (A) Three years of security experience within the past five years; or
 - (B) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; or
 - (C) Three years of military or National Guard (active duty or reserve) experience; or
 - (D) Successful completion of Police Officer's Standard Training (POST) course; or
 - (E) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

6.3 Key Personnel

The personnel specified below as key personnel on this Contract are considered to be essential to the work that the Contractor agrees to perform hereunder. Prior to diverting the key personnel to other programs, the Contractor shall notify the COTR reasonably in advance (Program Manager – 30 calendar days, Supervisory Guard – 7 business days) and shall submit justification, including proposed substitutions or replacements, in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder. The Contractor shall not replace any of the key personnel named to work on this contract without the written consent of the Contracting Officer.

Program Manager (Key Personnel)

The contractor's designated Program Manager shall be the single individual representing the contractor and the contractor's accountability to the government. It is expected that the program manager will be responsible for fulfilling the FPS Program Objective. The Program Manager must have a strong presence in virtually all aspects of the execution of the contract, and must be empowered to make decisions with respect to all aspects of this requirement on behalf of the contractor.

The Program Manager must have at a minimum:

- Education: Bachelor degree
 - Desired Concentration: Criminal Justice, Law Enforcement
- Prior Work Experience: At least ten (10) years of managerial experience in the military or law enforcement or any combination of the two.
- Skills and Abilities: Must have a minimum of three years experience in management, training and direction of a large security force with over 100 armed security guards.
- Security Clearance: Must be able to obtain a TS-SCI clearance.

In addition to the experience and educational requirements described above, the Offeror shall provide copies of all certifications, diplomas and DD214s if applicable.

The PM will continuously review post orders for all NAC Guard Posts, develop recommendations for update of general orders and post orders, and submit recommendations to the COTR. The PM will routinely provide his independent assessment of the NAC security posture and terrorism countermeasures and provide recommendations to the COTR.

The PM is a salaried, non-uniformed, unarmed, professional management position, and must be on site during regular business hours from 0730-1630 or as required by the COTR.

Supervisory Guards (Key Personnel)

Supervisory guard(s) shall not simultaneously perform the duties of supervisor and guard. Supervisors shall not provide required relief breaks to guards at any time while they are acting in a supervisory capacity.

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 three (3) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service).

Supervisors ensure that non-supervisory guards:

A. Attend daily guard mount/roll-call prior to the start of each shift to ensure Officers are properly trained and fully understand general orders, special orders, daily orders and major policy changes;

B. Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;

C. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;

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

E. Possess and display a valid certification card and CPR card at all times while on duty; and

F. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.

G. Are inspected for uniform and equipment compliance, professionalism, and knowledge each shift during Guard Mount.

Supervisory guards are designated and have the duties as one of the following:

Captain: The Security Services Captain is the most senior uniformed Security Officer on the facility. He/She has the Senior Officer responsibility for rank and file administration, logistics, and training and operations for the total contract security force. The Captain works directly for the Program Manager, and has direct supervision over all Lieutenants, the Visitor Control Supervisor, and the Operations Clerk. The Captain operates at the Company Level and assists the Program Manager in responding to the directives of the client.

Lieutenant- Each Lieutenant is a Supervisor and has operational responsibility for the proper operation of his shift during his/her tour of duty. The Lieutenants report directly to the Security Services Captain. The Lieutenant is responsible for the same administrative, logistical, training and operations duties, but at a shift level versus a company level. The Lieutenants work directly for the Captain and supervise the Sergeants.

Sergeants- The Sergeants are expected to provide direct, hands-on contact with Security Officers and execute the directives of the Lieutenants on a daily basis. The Sergeants "run the shifts" and provide for routine operations, compliance with post orders, and compliance; while the Lieutenants and Captains make major decisions:

6.4 Use, Accountability, and Care of Contractor Furnished Property

The Contractor shall furnish and maintain in acceptable condition, all items of uniform and equipment necessary to perform work required by the contract, as discussed in the following paragraph. The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.

6.5 Communications Equipment

See Exhibit 2, Communication Equipment Requirements. Communication equipment must ensure Contractor availability on a 24 hour basis, also described in Part II, Exhibit 2. The contractor shall provide a complete radio console

b(2)

6.6 Motorized/Mobile Patrol Equipment

See Exhibit 3, Patrol Vehicle Requirements. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with first-aid kit and dry chemical fire extinguisher, properly mounted.

(b (2)). These vehicles will be retro-fitted with police emergency sirens, microphones and loud speakers and radios compatible with the security radio base station as described in above paragraph. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), the Contractor shall provide an equivalent, fully operational substitute vehicle. The COIR is responsible for ensuring the vehicle(s) furnished under the contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not specifically identified in the contract shall not be used unless approved by the COIR. See Exhibit 3, Patrol Vehicle Requirements.

6.7 Firearms and Ammunition

All firearms shall be furnished by the Contractor to equip each armed guard and supervisor. Firearms shall be issued to an individual and not to the post(s) to which they are assigned. All fully functional weapons must be new and the property of the contractor. (b (2))

(b (2)) Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor.

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

The Contractor must be able to account for all firearms at all times. All 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 COIR 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 COIR prior to the Contract start date. The list shall be kept current; the Contractor must document and forward any changes to the COIR within one (1) week of the change.

In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Megacenter 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 COIR within one (1) week of the incident, including the date

and time of the incident. The Contractor shall also notify the COIR of the serial number for the replacement weapon.

Ammunition for authorized firearms shall be provided by the Contractor. (

b(2)

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(b(2))

The Contractor shall provide a secure firearms cabinet or safe to be placed at each site of performance for storage of Contractor-provided firearms. Additional cartridges of ammunition shall be provided, stored, and secured on-site by the Contractor to accommodate emergencies and to be available in the event additional services are ordered.

6.8 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 Federal Protective Officers. All guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the Certification Card shall be worn over the right breast shirt pocket

REQUIRED ITEM	MINIMUM QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie (Breakaway)	2
Jacket, winter, patrol type (Reefer style)	1
Jacket, windbreaker	1
Sweater (Pullover)	1
Frame style cap or Baseball style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
(_____ b(2)) _____	

(b(2))	
(b(2))	
Duty Belt "Keepers"	4
Clearing Barrel	
(b(2))	1
Handcuffs (Smith & Wesson or equivalent) (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name)	2
Flashlight with holder	1
(b(2))	1
(b(2))	1

Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COTR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of equipment accessories. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform.

6.9 Supplementary Equipment

Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:

- A notebook and pen.
- A standard police-type flashlight with a minimum of three D cell batteries.
- Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc) may be used as appropriate for

operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style

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

6.10 Protective Wear

The contractor shall provide for the use of the guard force, the following items of protective wear, in the quantities indicated:

Item	Quantity
Protective Coveralls (b (2)	(b (2)
Escape Hood (b (2)	(b (2)

7 QUALITY CONTROL

7.1 Contractor-Provided Quality Control Plan

Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon award of the contract. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:

- (1) A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by Supervisors as part of their normal supervisory duties).
- (2) Quality Control Inspection Check Lists used to conduct inspections that include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
- (3) A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.
- (4) Resumes for all employees appointed to serve as Quality Control Monitors. Under no circumstances shall

Individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.

Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire term of the contract. Follow-up reports shall be prepared and maintained in the above manner.

Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.

The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COTR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.

The Contractor shall maintain a file of all inspection reports related to the contract and shall make those reports available to the CO or COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. 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.

If the Contractor's performance indicates that additional quality control measures must be to ensure satisfactory performance of required services, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO and COTR may request that the Contractor take additional steps to improve both the overall performance of the contract and adherence to their Quality Control Plan.

The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided).

The contractor shall develop a briefing and provide the document to the COTR monthly during a hour long customer review of security readiness. The briefing will provide the government with an open post report for the reporting period. The document will also reflect the total number of personnel and hours required vs. available and hours performed by post during the reporting period. The report will identify the status of security clearances, equipment, communications and facility shortages, training and operational problems and the number of security incidents and investigations during the reporting period.

8. Government-Provided Quality Control, Inspection, and Monitoring

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

People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to DHS/FPS. DHS/FPS will follow up as is appropriate with each such report. If appropriate, DHS/FPS will then advise the Contractor of the commendations or complaints received.

DHS/FPS works in partnership with client Federal agencies who reimburse DHS/FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.

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

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

The Government may assess price deductions for services not rendered according to this SOW's requirements. Refer to Item 13, Price Deductions for further information on deductions.

9. RESERVED

10. RESERVED

11. Performance Reviews

The COIR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance reviews to discuss the results of the Government's quality assurance findings and the Contractor's overall performance of the Contract. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contract. Whenever possible, the Government shall give the Contractor the opportunity

to correct any identified problems/deficiencies prior to a written performance review being given

The Government shall formally review the Contractor's performance *at the end of each performance period*.

The Contractor shall be permitted to respond, in writing, to the findings of the performance review. Both the performance review and the Contractor's response shall be filed in the Government's Contract file. Where the Contractor fails to respond in writing to a performance review, the government will assume the Contractor's complete agreement with the findings of the performance review.

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

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

INSPECTION AND ACCEPTANCE

1 ACCEPTABLE LEVELS OF PERFORMANCE. When the Contractor fails to provide the services at the performance standards required by this contract, the Government shall assess a negative incentive expressed as a deduction for each instance of unacceptable performance or non-performance with "the Deduction Schedule" below. The Government shall deduct the amounts from the next monthly invoice payment.

2. PRICE DEDUCTIONS

Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.

The Government may either accept in part or decline altogether deficient services rendered by the Contractor. Following are criteria for deductions that the Government may take as a result of deficient performance.

3 Deduction Criteria

Deduction for Failure to Provide Operable Vehicle

In the event the Contractor fails to provide vehicle(s) or the vehicle(s) provided is inoperable for any period of time, the Government shall deduct an equitable price from the contract, based on the estimated annual costs to the Contractor to provide the vehicle(s).

Deduction for Failure to Provide Equipment, Materials, and Uniforms

In the event the Contractor fails to provide uniforms or equipment as approved by the CO, the CO will make an equitable adjustment in the contract price for the period of deficient performance. In determining the amount of the adjustment, the CO will use as a basis the amount it would cost the Government to obtain the item(s) which the Contractor failed to provide through rental, lease, or purchase. If the item is able to be rented or leased, the Government will deduct the rental/lease cost on a per shift basis when deficiencies occur. If the item is not readily available for rent or lease and must be purchased, the Government will deduct the full cost of the purchased item for the initial violation. Additional deductions will not be made for subsequent violations involving the same item, by the same employee. This will be the basis for adjusting payments regardless of whether the Government does in fact supply the item.

Deduction for Deficient Equipment, Uniforms, Appearance, etc.

In the event a Contract employee is provided with defective equipment, defective uniforms, or his/her appearance is unsatisfactory, weapons unclean, etc., the COR or his designee(s) shall, in writing, call the attention of the Contractor to the deficiency and request the deficiency be corrected within such time as the COR or his designee(s) deems reasonable. If the Contractor does not correct the deficiency within the specified time, an FPO, Inspector, or other Government employee will assume the duties of the Contract guard until such time as the Contractor corrects the deficiency, and the CO shall deduct the costs of providing the service from the Contractor's next monthly payment.

IMPORTANT NOTE: In no instance shall the Government deduct *less* than the Contractor's established applicable hourly rate or deduct *more* than \$50.00 per hour for the productive services.

Deduction for Loss, Damage, Destruction, or Unauthorized Use of Government Property

In the event any employee loses, damages, destroys, or makes unauthorized use of Government property that causes the Government to incur costs to replace, repair or otherwise make whole the affected property, the Government shall notify the Contractor in writing of the nature of the damage, the costs associated with replacement, repair, etc., and the proposed deduction amount. The Contractor shall have 10 days to respond to the notice of intended deduction. The deduction, if assessed, will be taken from the next monthly payment.

Deduction for Failure of Guards to Attend Scheduled Government Training

In the event the Contractor schedules a guard to attend training or firearms qualification on a pistol range but the guard has an unexcused absence, the CO will make an equitable adjustment in the Contract price for the number of hours the guard is absent. In determining the amount of the adjustment, the CO will use as a basis the hourly rate paid to the instructor or qualifying official, plus any additional relevant costs, such as the costs for materials related to the training and all expenses related to travel, lodging, etc.

4. Deduction Schedule

The deduction rate for failure to provide required level of service shall be the established hourly rates contained in the final contract as awarded.

	Deficiency	Deduction
1	Unarmed guard working in armed guard position	100% of the hourly rate for each hour employee works
2	Guard working without valid FPS Certification or Suitability Clearance	100% of the hourly rate for each hour employee works
3	Failure to provide requested relief breaks	Hourly rate, pro-rated for amount of relief not provided

4	Backfill required by FPS personnel	No less than 100% of the hourly rate and no more than \$50 per hour of FPS services
5	Failure to provide uniforms or equipment	Based on actual cost of purchase, lease, or rental pro-rated for time period in question
6	Failure to provide vehicle performance	Based on pro-rated share on Contractor's actual costs
7	Loss, Damage, Destruction, or Unauthorized Use of Governmental Property	Actual cost to replace, repair, or "make whole" the affected property.
8	Failure to provide non-supervisory hours	Hourly rate pro-rated for amount of hours provided
9	Failure to provide supervisory hours	Hourly rate pro-rated for amount of hours provided
10	Failure to provide scheduled training during Guard Mount/roll-call	Supervisor's hourly rate pro-rated for amount of hours not provided
11	Failure to provide COTR with weekly training sessions	Supervisor's hourly rate pro-rated for amount of hours not provided
12	Failure to provide COTR with daily security duty	Supervisor's hourly rate pro-rated for amount of hours not provided

5. Deduction supplement

In addition to the deductions listed above, FPS reserves the right to deduct costs for the following:

Failure to qualify or re-qualify at firearms training - An FPS representative will witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor is responsible for ensuring that each employee is capable of qualifying prior to the day of qualification. If an employee fails to qualify on a given day, the cost for the FPS representative to witness the training can be deducted from the Contract. (This rate can be between \$30.00 - \$75.00/hr depending on the representative.) If there are multiple employees qualifying on a given day and some employees do not pass, the amount to be deducted can be prorated. Employees will be permitted no more than two attempts at qualification on a given day

Failure for not notifying the FPS representative of a cancellation of training or qualification class - Notice must be given at least 24 hours before the scheduled start time of class. Failure to provide proper notification may result in the contractor being charged for the cost associated for the FPS representative to be present if the class was actually held.

DELIVERIES OR PERFORMANCE

1. **PERIOD OF PERFORMANCE.** The performance period of this contract is for 12 months, with 4 (four) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

2. NOTICE TO PROCEED

2.1 After receiving notice of contract award, the Contractor shall complete the steps necessary to obtain all required licenses, permits, and insurance

2.2 After the Contractor provides the Contracting Officer acceptable evidence that the Contractor has obtained all required licenses, permits and insurance, the Contracting Officer shall issue a Notice to Proceed.

2.3 On the date established in the Notice to Proceed (a minimum of ten (10) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start performing the services required by the contract. This performance shall conform to the Transition Plan, addressed in Section H, followed by full performance after the transition period.

3. DELIVERABLES

The Contractor must provide deliverables as required by the COIR and as specified in the Contract for review and acceptance:

Deliverable	Due Date
Start-Up Plan	Post Award Meeting
Manhours Spreadsheet	Five working days after end of month
GSA Form 139	As required
Firearms Incident Report	7 Days after Incident
FPS Form PIR-2, Prohibited Items Report	Every Monday
Training Schedule	As required
Security Clearance Packages	As Required
Invoices	Monthly basis

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.

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

4.3 Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having 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.

4.4 Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under the contract

Note: Failure by the Contractor to obtain all required licenses as of the contract start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default.

5. CONTRACTOR OBLIGATION TO OBTAIN ICE CERTIFICATION CARDS FOR ALL UNIFORMED GUARDS

Prior to working under the Contract, 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; and passed the required examination(s).

The Contractor should follow the procedures listed below to obtain a Certification Card for each uniformed employee:

5.1 Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical and drug testing);

5.2 Submit the suitability package to the FPS COTR and await the results of the adjudication. This process will take approximately four (4) - six (6) weeks if all forms are legible and complete; however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that

the Contractor can determine how to proceed with the employee's training, testing, etc. No guard will be permitted to take the guard qualification test until they have received a favorable adjudication decision.

5.3 Schedule required Government-provided training and testing/qualifying with the FPS office and schedule/conduct all other Contractor-provided training requirements;

The Contractor must submit all certification packages as defined above to:

Federal Protective Service
U. S. Immigration & Customs Enforcement
Department of Homeland Security
3rd & M Streets, SE, Building 74
Room 101
Washington, DC 20528.Suitability and Certification Section

After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an ICE certification card:

- 5.3.1 A certification, signed by the Program Manager, that the employee has met all the hiring, training, and testing requirements set forth in this SOW and that all pertinent documents are on file at the Contractor's facility (See Exhibit 11 for the certification form);
- 5.3.2 Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
- 5.3.4 One GSA Form 3527, Contract Guard Qualification Certificate, or equivalent. The guard's name, social security number, and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.

The Contractor must submit a copy of the letter of certification or Card to the above address, after each employee has completed the required baton training according to Exhibit 4 in the contract.

Additionally, all employees who will work as armed guards must submit a signed and dated "Domestic Violence" certification that states they have not been arrested for or charged with any offense related to domestic violence. The COTR can provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms re-qualification.

FPS will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

No guard or supervisor shall be permitted to work under this contract without a valid certification card.

The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the Certification Card, but a valid CPR/First Aid card and, when required, a valid firearms permit.

The Certification Card will be valid for the term of the Contract and shall be marked "TOC" to designate expiration upon completion of the Contract.

The Contractor must return to ICE an employee's certification card within five (5) work days of either the termination of the guard's employment, or the guard's removal from the contract at the end of the contract term. The Contractor must return to ICE all blank cards and all completed cards for guards who will not continue to work under the Contracts. Possession of an ICE certification card does not waive any other contract requirement.

The certification card shall be worn on the outermost garment of the guard's uniform.

CONTRACT ADMINISTRATION DATA

1. Contract Administration

1.2 QUALITY ASSURANCE SPECIALIST (QAS)

The QAS are subordinates of the COTR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the QAS include, but are not limited to:

- (1) Inspecting the work to ensure compliance with the SOW requirements;
- (2) Documenting through written inspection reports the results of all inspections conducted;
- (3) Following through to ensure that all defects or omissions are corrected;
- (4) Identifying to the CO and COTR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
- (5) Confering with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COTR in carrying out his/her responsibilities.

After award of the contract, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. The QAS cannot make any decisions regarding the performance of the Contract except as outlined in the memorandum. A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the QAS.

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

2 INVOICING INSTRUCTIONS.

2.1 Designated Billing Office. The Contractor shall submit invoices to the COTR designated under this contract, in an original and three (3) copies.

2.2 REQUIRED INFORMATION. The invoice shall be in accordance with the contractor's commercial practice.

SPECIAL CONTRACT REQUIREMENTS

1 SECURITY CLEARANCE REQUIREMENTS

The Security Clearance requirements for this contract are identified in Exhibits 1 and 13, see Section J for listings of Exhibits. Every professional and guard position required to staff this contract is required to have a security clearance. Personnel who do not retain eligibility for a clearance or have been denied a required clearance must be removed from the contract.

2 DHS/FPS SUITABILITY ADJUDICATION

After award of the contract and prior to any of the Contractor's employees being permitted to work under the contract, the Contractor is responsible for ensuring that their employees receive formal suitability adjudication by DHS/FPS, and Secret, Top Secret or SCI clearance as appropriate. All the Contractor's employees shall receive formal suitability adjudication by DHS/FPS, including the PM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.

Once a prospective employee has applied for a position and has been favorably evaluated by the Contractor (e.g., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COIR the following forms for each employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" one original GSA Form 176, "Statement of Personal History;" and one fully legible copy of the original GSA Form 176, "Statement of Personal History." The COIR will furnish an ample supply of these forms to the Contractor immediately after contract award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the 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 Contractor employees. Upon receipt of the completed, legible forms, DHS/FPS will forward the forms to the FBI for evaluation. DHS/FPS will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a FPS Contract/task order. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

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. DHS/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 DHS/FPS finds any of the Contractor's employees to be unsuitable to work under the contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the

contract, and the Contractor shall in turn *immediately* remove the affected employee from the contract. The suitability determination may be appealed by the guard or the Contractor to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the guard's suitability has been accomplished.

Under no circumstances shall any Contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service Contract. This requirement also applies to Contractor employees whose unfavorable adjudication is under appeal.

Once a favorable adjudication has been made by DHS/FPS, the guard is suitable to work under the contract for two (2) years (provided that nothing occurs within the two year period that would render the guard unsuitable for continuing performance under the contract). The Contractor shall *immediately* notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any 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 guard's security clearance prior to its expiration. Any guard who is found working at a post after his/her suitability clearance has expired shall be removed from the contract until a new suitability determination is made. All guards are in a probationary status for the first 90 days of employment and may be terminated for a demonstrated inability to adjust and adapt to the environment. This determination can be made by the CO or the COTR. The Contractor should make every effort to submit a new suitability paperwork package to DHS/FPS *at least 30 days* prior to the current suitability expiration date.

For employees cleared through this process while employed under a predecessor Contract providing the same services, the suitability determination made under the previous Contract will carry over to the contract.

The Contractor will be required to submit new suitability applications once the guards' current suitability clearances expire.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance 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 follow 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.

3 SPECIALIZED REQUIREMENTS

Staffing at certain posts requires specialized skills and credentials. Such designation is fully described in Exhibit 1.

4 SPECIAL POLICY OFFICER (SPO)

A Special Police Officer (SPO) is authorized to make arrests (at the NAC, only) and must hold a certification of authorization issued by the District of Columbia Metropolitan Police Department, Security Officer Management Branch.

5 EMERGENCY MEDICAL TECHNICIAN (EMT)

An Emergency Management Technician (EMT) is qualified to provide a broad range of life-saving, emergency medical treatments. EMTs performing services at the NAC must be certified by the District of Columbia Department of Health and have a minimum of 120 hours specialized training.

6 MEDICAL AND PHYSICAL QUALIFICATIONS

The Contractor shall require all of its employees, who are prospective DHS/FPS contract guards, to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician and documented on a Standard Form (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 Contract. All guards (productive and supervisory) must meet the health certification requirements listed in Exhibit 10.

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

The following conditions are automatically disqualifying, and the Government will not permit any individual with any of the conditions to work under the Contract:

- Complete loss of vision in one eye; or
- Complete loss of hearing in one ear

The Medical Standards section below discusses all other medical standards prospective employees must meet. If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions required under the Contract. If the physician's diagnosis or the accompanying medical documentation is unclear, it is the Contractor's responsibility to obtain supplemental documentation, such as an opinion from another doctor or specialist, medical records, etc., at its own expense.

Medical examinations are valid for a period of three (3) years from the date of issuance. The Contractor must ensure that the employee receives a new medical examination prior to the expiration date of the current examination. The same medical standards shall apply regardless of whether the individual being examined is a prospective or incumbent employee.

7 MEDICAL STANDARDS

The Contractor shall ensure that all employees assigned to work under the contract are physically able to perform all duties required by this SOW. All employees must be in good general health without physical defects and/or psychological abnormalities that would interfere with the performance of their duties.

7.1 All uniformed guards must meet the following medical standards:

- (1) **Vision:** Individual must have binocular vision and must not test less than 20/20 as measured with both eyes viewing. Corrected visual acuity must be 20/200 or better in the worst eye. Visual fields must be full with good peripheral vision. Any disease or condition that interferes with the individual's vision, including abnormal color vision with severe color deficiency, is a disqualifying factor.
- (2) **Hearing:** In the frequency range from 500 – 2,000 hertz (Hz), the deficit cannot exceed 30 decibels in either ear. At 3,000 Hz the deficit cannot exceed 40 decibels in either ear. Any disease or condition that interferes with the individual's ability to hear or equilibrium is a disqualifying factor.
- (3) **Head, Nose, Mouth, Throat, and Neck:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak or breathe is a disqualifying factor.
- (4) **Cardiovascular System:** Any disease or condition which interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
- (5) **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition which interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
- (6) **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition which interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor.
- (7) **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is

disqualifying.

- (8) **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
- (9) **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
- (10) **Hematology System:** Any hematological condition that adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor.
- (11) **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
- (12) **Psychiatric Disorders:** Any disorder which affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
- (13) **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
- (14) **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
- (15) **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

7.2 Physical Demands

All uniformed guards are expected to be physically able to perform the following functions in the performance of their assigned duties:

- (1) Frequent and prolonged walking, standing, sitting, and stooping;
- (2) Occasional running or sprinting; and
- (3) Subduing violent or potentially violent individuals

Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the contract upon the CO's request.

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

8 ILLEGAL DRUG SCREENING

8.1 Pre-Employment Screening

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

Substance	Cutoff Level (ng/mL)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2,000
Phencyclidine	25
Amphetamines	1000

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

Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the contract will be modified to permit the use of those methods. The presence of a non-negative³ reading shall automatically disqualify an applicant from working under this or any other FPS security guard services Contract/task order. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor shall not permit any applicant to take multiple tests in order to receive an acceptable reading.

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

This requirement applies to both new hires and current employees of the Incumbent Contractor, should the Incumbent Contractor be awarded a contract for these services.

8.2 Government Requested Screening

The CO or COTR shall have the express right to request random urine drug screenings at any time during the term of the contract. Random screenings shall be conducted by the COR 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 Contract 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 CO or 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 PM 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 two (2) working days of receipt of the written request. The Contractor shall pay the Contract 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.

Any of the Contractor's employees who undergo either random or reasonable cause urine drug screenings may continue working under the contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or for reasonable cause, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening) The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the screening. In the event that the results are non-negative, the Contractor shall immediately remove the employee(s) with the non-negative

reading from the contract and immediately inform the COTR and CO of the result and the employee's removal from the contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the non-negative reading.

The term "non-negative" is defined by SAMHSA as "the result reported by an HHS-certified laboratory when a specimen is either adulterated, substituted, or contains a drug or drug metabolite." See SAMHSA's guidelines at <http://www.health.org/workplace/manguidelines/draft3.htm>

Note: Any Contract employee who undergoes either a random or reasonable cause urine drug screening and tests non-negative for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract/Contract. Since most drugs are metabolized within a short period of time, the affected Contract employee shall not be authorized to take additional tests to achieve a negative reading.

8.3 Annual Requirement

All contract employees must undergo random drug testing at least once during each contract period of performance.

9 GOVERNMENT FURNISHED EQUIPMENT

9.1 GOVERNMENT PROVIDED MAGNETOMETER/X-RAY TRAINING

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

**U. S. Department of Homeland Security
Immigration and Customs Enforcement
Federal Protective Service Training Center
3rd & M Streets, SE
Southeast Federal Center, Building 202
Washington, DC 20407**

Upon completion of this training, the FPS Training Representative will issue each employee a certificate of training completion. The Contractor shall file each certificate in each employee's personnel file.

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.

9.2 EQUIPMENT, UNIFORMS, AND MATERIALS

Use, Accountability, and Care of Government Furnished Property

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

9.2.1 Electrical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COIR.

9.2.2 Repair and maintenance of equipment in item 1 above.

9.2.3 Officer's Duty Book, including all inserted information required. The COIR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.

9.2.4 Telephones deemed necessary by the Government for the conduct of official business under the contract.

9.2.5 Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).

9.2.6 All Government administrative forms prescribed for use by Contract employees under the contract.

9.2.7 Classroom for on-site training of personnel employed by the Contractor, for the purpose of their understanding and operating all fire alarm systems, security systems, security equipment or devices, and emergency operations procedures.

9.2.8 Building utilities and services will be afforded the Contractor in accordance with established GSA operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes)

9.2.9 Limited occupation and use of GSA-controlled office space, where available, for the PM and/or Supervisors to use to conduct official contract related business.

9.2.10 The government will provide a room to conduct guardmount/roll-call

All property furnished by the Government under the contract shall remain the property of the Government. Upon termination or conclusion of the contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the contract. All equipment issued by

DHS/FPS to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.

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

Loss or damage to Government-furnished property shall be identified to the COTR by the Contractor as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property, using a GSA Form 1025 or other approved Government form/format.

9.3 Use of Government Property

Government property shall be used for official Government business only in the performance of this Contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

9.4 Safeguarding Government Property

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

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

9.5 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COTR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the

malfunction is detected. The malfunctioning equipment shall also be reported to the Control Center/Mega Center Operator.

10 TRAINING REQUIREMENTS.

10.1 General Information

All Government-provided training and testing for this contract shall be provided at the following location(s):

**U.S. Department of Homeland Security
Immigration and Customs Enforcement
Federal Protective Service Training Center
3rd & M Streets, SE
Southeast Federal Center, Bldg., 202
Washington, DC 20407**

The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the Offering price, as the Contractor will not otherwise be compensated by the Government for those costs after Contract award.

The CO, COIR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this SOW. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

10.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4, 5, 6, 7, and 8 of this SOW, as are required certifications of training for individual employees.

10.3 Non-Supervisory Guards

All non-supervisory guards working under the contract must take and complete the following training at the time periods specified in the following chart. The Contractor shall be responsible for printing/photocopying the CGIM for their employees' use, at no cost to the Government or to the employees. The CGIM should be provided to Contractor's employees on the first day of their basic training course.

Note: The Government does not intend or require that the CGIM be the sole basis for training. The Contractor shall provide adequate and necessary audio-visual materials, hands-on exercises and demonstrations, additional security literature, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this SOW.

TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		XXX
FPS "orientation" training – 8 Hours	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours	XXX	
Annual CPR/First Aid Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Requalification (Armed Guards only)		XXX

Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and 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. Additionally, training certifications completed under other FPS security guard service Contracts/task orders are transferable to the task order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the predecessor Contractor) that the training was successfully completed during the predecessor Contract. However, the CO shall have the sole discretion to accept or deny proposed training certifications (one situation where this may occur is if a predecessor Contract did not contain the same training requirements).

Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee's ability to pass the Federal Law Enforcement Training Center (FLETC) practical pistol course (See Part II, Exhibit 8) with a passing score. The Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis, at no additional cost to the Government.

Each employee, whether productive or supervisory, must take and complete 40 hours of refresher training within two (2) years of the previous training (basic or refresher) conclusion date. See Exhibit 6 for further information regarding the subject matter to be covered during this training.

10.4 Supervisory Guards

All uniformed supervisors working under the contract must successfully complete both basic training and supervisory training as shown in the following chart. The Government will provide to the Contractor, at no cost, one copy of the CGIM. The Contractor shall be responsible for photocopying the manuals for their employees' use, at no additional cost to the Government. The CGIM should be provided to the supervisors on the first day of basic training. Following completion of basic training, the supervisors will be required to take and pass a written examination.

TRAINING COURSE AND HOURS.	GOVERNMENT PROVIDED	CONTRACTOR PROVIDE
Basic Training – 72 Hours		XXX
FPS Specific training – 8 Hours	XXX	
Magnetometer/X-Ray Training – 8 hours	XXX	
Annual CPR/First Aid Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Supervisory Training – 9 Hours		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Requalification (Armed Guards only)		XXX

Supervisory training will be based on the Contractor's training materials.

No supervisor shall be permitted to work under this contract without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.

Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and 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. Training certifications may be transferable to other FPS security guard service Contracts/task orders, 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.

10.5 Written Examination

Upon the employees' successful completion of the Basic Training, the Contractor must schedule with FPS an FPS-administered written examination for new hires. A new hire is considered to be any of the following:

10.5.1 A person who has come off the street and is a first time hire;

10.5.2 A person who has attempted AND failed the written guard test within their allotted two attempts after their 365 day suspension (refer to (d) below) ;

10.5.3 A person who has attempted AND failed the written guard test AND failed to take the test within the allotted 90-day timeframe after their 365 day suspension (refer to (d) below);

10.5.4 A person who has a break in service of greater than 365 continuous days (i.e., suspension, call up to active duty status, guard resigns, cheating), regardless of the reason.

The written examination will test the employees' familiarity with and understanding of the information contained in the CGIM (April 2001 version). The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM (April 2001 version). The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

If an employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the employee fails upon the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any DHS FPS Contract during that one year waiting period. If an employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any DHS FPS Contract/task order during that one year waiting period.

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

11 Firearms Training and Qualification

The Contractor is responsible for providing 40 hours of firearms training that is specific to the Glock 23 semi-automatic pistol system prior to sending their employees to a firing range for the initial range qualification session. At least eight (8) but no more than 16 of the 40 hours should be classroom training, with the remaining 24 – 32 hours being 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 300 rounds of ammunition during the course of range training. The COTR will provide the

Contractor with the curricula for both the transitional and basic firearms training courses within 5 days after award of the Contract.

Any armed guard who has successfully completed a 40 hour firearms course using a (b(2)) under a predecessor FPS Contract is required to successfully complete a 24 hour firearms transition training course specific to the (b(2)) system prior to the initial range qualification session. The COTR 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 employee shall not exempt the 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 Trans-II targets only. The targets are inexpensive and are widely and readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this contract and should factor the cost of the targets into the Offering prices.

Annual firearms re-qualification does not require specific additional training; rather, it involves the employee's ability to pass the Department of Homeland Security (DHS) practical pistol course (See Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all armed employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis.

Successful firearms range qualification by the Contractor's 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 the Contract.

An FPS representative shall witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting proficiency. The Contractor shall be responsible for contacting the COTR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS employee will not be deemed acceptable for the purposes of this contract. Unless prior approval is received from the FPS representative, range qualifications shall take place during normal working hours, Monday - Friday.

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 the FPS Training Center, if a FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for range qualifications shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. No Contractor 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

Federal Protective Service Testing and Firearms Qualifications Center (See Exhibit 8A).

Contract employees will be permitted no more than two attempts at qualification on a given day. There is no limit on the number of times (days) a Contract employee can attempt to re-qualify on the practical pistol course. Under no circumstances will the Government permit any armed guard who has not re-qualified in a timely manner (e.g., over one year from the date of the previous qualification date) to work as an armed guard under the contract. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the practical pistol course. A guard that does not pass any requalification test will not be allowed to work as an armed guard. They may work at an unarmed post until they have requalified.

12 Minimum Age for Firearms Licensing

The Contractor must follow Federal, state and/or local licensing requirements for their employees. In most areas the minimum age requirement for armed guard personnel is twenty-one (21) years of age.

In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this SOW

13 FPS-Specific Training

All of the Contractor's employees must receive FPS-specific training prior to working under the contract. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the contract and prior to the start date of the contract. The subjects that will be covered by the training include:

- General information and special orders for the facilities to be protected under the contract;
- Operational procedures for security systems and security equipment used in the protected premises; and
- Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.

Each employee must be familiar with all general requirements for a specific facility before being assigned to it.

See Part II, Exhibit 7 for the complete syllabus on the FPS-specific Government provided training.

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

14 Government-Provided Magnetometer/X-Ray Training

15 CPR/First Aid and EMT 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 contract. CPR training and certification shall be valid for a period of one (1) year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. Recertification must 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 CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein. The contractor shall provide one (1) officer per shift that are qualified emergency medical technicians certified (EMT).

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

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

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

16 Other Special Training

In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by DHS FPS. The number of training hours and the posts to which the special requirements apply will be provided to the Contractor at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned with qualified, FPS-certified Contract guards while training is in progress. During the first 60 days of a Security Officer's employment, he or she will receive a minimum of the following on the Job Training during Guard Mount/Roll-Call: (The Program of Instruction will be developed and executed by the contractor at no additional charge.)

Mission of DHS HQ, Facilities and OPSEC Requirements	All	1 HR
Report writing and interviewing techniques	All	1 HR
Emergency Dispatcher Procedures	All Emergency Dispatchers and Alarm Monitors	8 HR
Operation of NAC Security Desk	All Security Sergeants and Emergency Dispatchers	8 HR
Radio Procedures- (b(4) b(2)) (b(4) b(2))	All	1 HR
NAC Alarms and CCTV Procedures	All Supervisors and Security Desk Personnel	1 HR
D.C. Laws and Statues	All Supervisors and Desk SGTs.	1 HR
Security Officer Requirements Under Heighten Security	All Supervisors and Desk SGTs	1 HR
NAC Hazmat and Safety Briefing	All Officers	1 HR
Identification of Classified Information and CI/surveillance considerations	All Officers	1 HR
Vehicle and Personnel Searches	All Officers	2 HR
Specifics of each Post Orders and General Orders	All Officers	2 HR
Rules of Engagement	All Officers	1 HR

17 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Section

18 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center at the address below:

**Department of Homeland Security
Immigration and Customs Enforcement
Federal Protective Service Training Center
3rd & M Streets, SE
Southeast Federal Center, Building 202
Washington, DC 20407**

NOTE: Government training can only be scheduled after issuance of an official Contract award by the Contracting Officer.

19 Attendance Compliance

Contract employees scheduled to work unarmed posts will be unable to work those posts until they have successfully completed the basic and DHS FPS training and passed the written examination. Contract employees scheduled to work armed posts must successfully complete the basic and DHS FPS training and the 40 hours of firearms training, and they must pass both the written examination and qualify on a pistol firing range, prior to work on the armed post.

20 Government Provided Training - Failure to Attend

The Contractor must ensure that their employees attend all scheduled training and examination/qualification sessions. Employee absences at scheduled training sessions have an extremely adverse effect on FPS's security guard program.

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 24 hours' advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, 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 24 hours' advance notice or an acceptable excuse.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. 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 employee being placed under an unexcused absence situation.

The FPS Training Bureau 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 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).

20.1 Training Waivers

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

Under no circumstances will the CO permanently waive the training and testing requirements as described in this SOW for any employee of the Contractor.

21 POST AWARD CONFERENCE

Within 8 (eight) days after contract award, the Government will hold a post award conference at Department of Homeland Security, Immigration & Customs Enforcement, 425 I Street N.W., Washington, DC 20536. The Government will provide the date, and time of the conference when the contract is awarded. At the conference, the Contractor shall present a detailed transition plan and phase out plan.

21.1 TRANSITION PLAN

As part of its proposal, the Contractor is required to submit a Preliminary Transition Plan. That plan should form the basis for the Transition Plan required under this contract

A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities. This transition shall not exceed 120 days

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 incumbent employees while they are on duty, provided that there is no interference with the 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.

21.1.1 SPECIFIC TRANSITION PLAN INITIATIVE.

The Contractor shall update and augment the Preliminary Transition Plan submitted as part of its proposal, so that it addresses at least the following areas:

Recruitment

- **Types of advertising or other methods of identifying potential candidates**
- Plans to interview incumbent's employees
- Plans for employee clearances
- Planned start and end dates of recruitment

Training of New and Incumbent Employees

- Types of training
- Length of training
- Categories of employees to be trained
- Planned start and end dates of training

Licenses and Permits

- Identify all licenses and permits required to perform

- Indicate which licenses and permits are in the offeror's possession, which must still be obtained, and the planned date by which each license or permit will be obtained
- Provide copies of local licenses and permits as they are issued
- Identify the type of assistance expected from DSH, ICE in obtaining licenses and permits

Insurance

- Types of insurance that must be obtained
- Planned date by which all insurance will be obtained

Identification of Priority Guard Posts

Assign priority to the selection, training, and clearance of all guard supervisors to be used under the contract.

- Identify how the Contractor plans to interact with the outgoing incumbent Contractor
- Planned start and end dates of phase-in

21.2 Phase-Out of Contract and Continuity of Services

11 KEY PERSONNEL.

11.1 The Contractor shall assign the following key personnel to this contract:

<u>Position/Function</u>	<u>Name (to be completed upon award)</u>
Program Manager	*
Supervisory Guards	*

22 WORK SCHEDULES, PROCEDURES, AND STAFFING

22.1 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 DHS 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 Contract cost.

Such changes shall not require modification to the contract or Contract

The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580. Additionally, each contract will identify posts that require relief breaks. Exhibit 1 will identify posts that require relief breaks.

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

22.2 Work Scheduling Procedures

The Contractor shall be responsible for scheduling all work and notifying guards of their work schedules in a manner consistent with effective Contract management. The contract will post the weekly security force work schedule in such a way that it is very visible and available to the COTR representative. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule.

All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty. Additionally, guards are required to require to present a professional pseudo military like appearance.

22.3 Recording Presence

The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Relief guards will sign in and out at each post visited.

Each successively lower line on GSA Forms 139 must be completed in chronological order, without exception. Lines may not be left blank among signatures in any period. Should an entire line be used to enter a calendar date for separating individual workdays, a one line limit for each such date entry will be followed.

Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The

Contract employee should draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.

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

At no time will guards be permitted to depart the installation to eat lunch or take a break.

23 Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3)

These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property

23.1 Federal Protective Service Policy Handbook (PBS P 5930.17c)

This FPS handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.

23.2 Contract Guard Information Manual (CGIM)

This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under the contract. The written examination which all guards must take will be based entirely upon this manual. The Contractor can download and print the entire CGIM from GSA's website at www.gsa.gov. The Contractor must provide a legible, securely bound copy of the CGIM to all uniformed employees upon beginning the basic training course and refresher training course as described in *Paragraph 10* below. The Contractor is responsible for all costs associated with printing and binding the CGIM for their employees.

23.3 Identification and Certifications

23.3.1 Identification/Building Pass

The COIR will provide the Contract employee with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first.

24 Relief and Lunch Breaks

Where required at certain specified posts (See Exhibit I), all full-time productive guards working a minimum 8 hour shift shall be provided a paid break for every 4 hours the guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4 hour period. An unpaid lunch break shall also be provided to those individuals. At no time will any part of the government mandated 8.5 hour day be used to cover lunch. This additional half and hour is specifically to be used for guard mount/roll-call.

Where required at certain specified posts (See Part II, Exhibit I), all guards working a 6 hour shift shall be provided one paid break and an unpaid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid break for every 4 hours the guard is scheduled to work.

A separate sign-in/sign-out log shall be used for the relief guard to sign in and off on each post for all relief breaks

The Contractor must provide a replacement guard for each employee during relief periods. At no time will guards depart the facility for lunch or break.

Note: Habitual failure by the Contractor to furnish required relief breaks to guards shall be considered to be a material breach of the Contract/contract and may result in termination for cause.

24.1 Limitation on Man-hours Provided by Individual Employees

No productive guard shall provide more than twelve (12) hours of service on one or more Contracts/task orders administered by DHS FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

The limitation on hours may be verbally waived by the COIR 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.).

The Government has the authority to assess deductions from contract payments for all hours where guards exceed the 12 hour on-duty limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COIR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See *Inspection & Acceptance* for further information on deductions.

24.2 Chain of Command

Although the contractor has an established internal chain of command, all on-duty Contractor Security Supervisors will recognize the Chief, Physical Security and the COIR as the senior on-site authority for security issues. FPS Officers also have authority over Security Officers for issues related to Law

Enforcement or contingency operations. Security Supervisors are required to carry out the FPS Officers; however, FPS Officer should not become involved in routine security functions.

24.3 Reserve Guard Force

The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). Additionally, reserve force shall be of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled Contract employee absences (e.g., due to illness, vacation, or personal emergencies). All reserve guards must meet the minimum qualification standards required in this Contract before working any post under this contract.

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

24.4 Regulations, Staffing, and Other Applicable Documents

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

24.5 Officer's Duty Book

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

A separate loose-leaf binder shall be furnished by the COTR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.

****** Clauses Incorporated by Reference ******

The following clauses are incorporated by reference with the same force and effect as if they were given in full text. The offeror is cautioned not to delete clauses from, nor add clauses to, the following contract clause list. Such an action may cause your offer to be rejected. Note: The complete text of specific clauses is contained in Chapters 1 (Federal Acquisition Regulation) and 2 (DHS FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and HSAR/HSAM clauses may be accessed electronically at <http://www.arnet.gov/far/> and <http://www.dhs.gov/dhspublic/> respectively.

******Clauses incorporated by reference******

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, FAR 52.223-5 (AUG 2003)

CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS, FAR 52.212-4 (SEPTEMBER 2005)

AVAILABILITY OF FUNDS, FAR 52.232-18 (APR 1984)

PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION;
FAR 52.237-2 (APR 1984)

HSAR 3032.11 ELECTRONIC FUNDS TRANSFER

HSAR 3037.110-70 OFFEROR PERSONNEL ACCESS APPLICATION

HSAM 3046.670 INSPECTION AND RECEIVING REPORT

HSAM 3046.671 ACCEPTANCE REPORT

HSAR 3052.237-70 QUALIFICATIONS OF OFFEROR EMPLOYEES

HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION

HSAR 3052.242-72 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

HSAM 3032.1107-70 PAYMENT INFORMATION

HSAM 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

**** Clauses Incorporated by Full Text ****

52.204-2 Security Clause Requirements

(a) This clause applies to the extent that this contract involves access to information classified "Top Secret" with SCI.

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220 22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

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

(a) The Offeror 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 Offeror 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:

— (1) 52.203-6, Restrictions on Subofferor 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.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (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).
- (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).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (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).
- (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).
- (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 (Dec 2003) (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).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849)
- ___ (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)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Offeror Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Offeror 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 Offeror 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:

- X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (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.*).
- X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Offeror Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Offeror 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 Offeror's directly pertinent records involving transactions related to this contract.

(2) The Offeror 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, Offeror 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 Offeror to create or maintain any record that the Offeror 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 Offeror 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 subofferor 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 offeror may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CONTRACT TYPE AND PERIOD OF PERFORMANCE

The resulting contract will be Firm Fixed Price Contract. The period of performance will be for one (1) base year and four (4) option years

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

52.217-8 -- Option to Extend Services.

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 offeror within 60 days.

(End of Clause)

OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the offeror prior to the expiration of the performance period provided that the Government gives the offeror preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed estimated 60 months.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor

to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

******OTHER TERMS AND CONDITIONS******

AUTHORITY FOR DEOBLIGATION OF UNEXPENDED AND EXCESS DOLLAR BALANCES

The Contracting Officer (CO) may execute contract modifications deobligating unexpended DHS, ICE dollar balances considered excess to known contract requirements.

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>
EXHIBIT 1	Staffing Requirements
EXHIBIT 2	Communication Equipment Requirements
EXHIBIT 3	Patrol Vehicle Requirements
EXHIBIT 4	Training Subjects to be Presented to the Contract Guards by the Contractor
EXHIBIT 4A	Contractor's Certification of Basic Training
EXHIBIT 5	Supervisory Training Subjects to be Presented by the Contractor
EXHIBIT 5A	Contractor's Certificate of Supervisory Training
EXHIBIT 6	Contractor's Provided Bi-Annual Recertification Training to be Presented to all Contract Guards
EXHIBIT 6A	Contractor's Certification of Bi-Annual Recertification Training
EXHIBIT 7	Training Subjects Presented by the Government's COTR To Contract Employees
EXHIBIT 7A	Contractor's Certification of Government-Provided Training
EXHIBIT 8	Contractor-Provided Firearms Training/Certification Practical Pistol Course
EXHIBIT 8A	Contractor's Certification of Firearms Training
EXHIBIT 9	Contractor's Training Schedule and Plan
EXHIBIT 10	Standard Form (SF) 78, Certificate of Medical Examination
EXHIBIT 10A	Medical Standards
EXHIBIT 11	Contractor's Certification of Contract Employee Eligibility Requirements
EXHIBIT 12	Key Personnel Resume
EXHIBIT 13	Security Clearance Requirements
EXHIBIT 14	Department of Labor Wage Determination(s)
EXHIBIT 15	Security for Classified and Sensitive Requirements
EXHIBIT 16	Sample Startup Plan
EXHIBIT 17	Prohibited Items Policy, Procedure, and Reporting

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT NO CODE	PAGE OF PAGES 1 30
AMENDMENT/MODIFICATION NO D00002	EFFECTIVE DATE 04/01/2007	REQUISITION/PURCHASE PEO NO ROSS-07-00021	PROJECT NO (if applicable)
ISSUED BY COOL	DHS/OPO/DEPT OPS	ADMINISTERED BY (if other than item 6)	CODE DHS/OPO/DEPT OPS
U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528		U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	
NAME AND ADDRESS OF CONTRACTOR PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297		AMENDMENT OF SOLICITATION NO 10A DATED (SEE ITEM 11) 10B MODIFICATION OF CONTRACT (WHICH IN) HSC:BO2-06-C-00345 10B DATED (SEE ITEM 11) 03/31/2006	
CODE 175357672000	FACILITY CODE	THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 3 and 15, and returning copies of the amendment, (b) By acknowledging receipt of the amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAX URGE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. (If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the deadline hour and date specified.)

12 ACCOUNTING AND APPROPRIATION DATA (if required)
 (b(2)) Net Transfers: 56,131,680.03
 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	Bilateral - Mutual Agreement of the Parties

IMPORTANT: Contractor (if not) is required to sign this document and return 1 copies in the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Required by UCF section 14.003, in issuing solicitation/contract subject matter where applicable)
 Tax ID Number: 63-0937443
 DUNS Number: 175357672-0000
 The purpose of this modification is as follows:

- Exercise Option Period I, CLINS 1001 - 1012, Period of Performance April 1, 2007 through March 31, 2008.
- Incorporate Collective Bargaining Agreement (CBA) between Paragon Systems, Inc., and International Union, Security, Police and Fire Professionals of America, effective February 23, 2007 through February 23, 2010

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 15A or 15B, as hereinafter changed, remain unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or Print) Leslie Kaubon Jr	15B NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Victoria D. Short
15B CONTRACTING OFFICER <i>[Signature]</i>	15C UNITED STATES OF AMERICA <i>[Signature]</i>
15C DATE SIGNED 5/14/07	15D DATE SIGNED 5/16/07

NSN 7540-01-152-0070 Previous edition unusable
 STANDARD FORM 50 (REV. 10-83) Prescribed by GSA FPMR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCROP-06-C-00045/P00002

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Incorporate Department of Labor Wage Determination No.: 2007-0088 Revision No. 1 dated April 24, 2007 as a result of the CBA.</p> <p>4) Provide funding in the amount of \$6,131,680.03.</p> <p>5) Revise the invoicing instructions under Section "Contract Administration Data" Paragraph 2.1 to read:</p> <p style="padding-left: 40px;">"The Contractor shall submit invoices electronically to DOB-Invoice@dhs.gov. A hardcopy shall also be submitted to the COTR and the Contracting Officer."</p> <p>Funding for the CBA Equitable Adjustment and CLIN 1012 shall be provided via separate modification.</p> <p>Performance under CLIN 1012 shall not commence until authorized by the COTR and funding has been provided.</p> <p>This modification changes the obligated amount from \$4,273,433.59 to \$10,405,113.62 for a Net Increase of \$6,131,680.03.</p> <p>FOB: Destination Period of Performance: 04/01/2007 to 03/31/2008</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p>				
1001	<p>Captain /TS-SCI</p> <p>Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p>	(		b(4))
1002	<p>Lieutenant/TS-SCI</p> <p>Option I (1 April 2007 through 31 March 2008) Obligated Amount: (b(4)) Product/Service Code: S206 Continued ...</p>	(		b(4))

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-06-C-00045/P00002

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: GUARD SERVICES				
	Change Item 1003 to read as follows (amount shown is the obligated amount):				
1003	Sergeant/TS-SCI	(		b(4))
	Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
	Change Item 1004 to read as follows (amount shown is the obligated amount):				
1004	Armed Guard/TS-SCI	(		b(4))
	Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
	Change Item 1005 to read as follows (amount shown is the obligated amount):				
1005	Armed Guard/TS-SCI Dispatcher	(		b(4))
	Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
	Change Item 1006 to read as follows (amount shown is the obligated amount):				
1006	Armed Guard/TS-SCI	(		b(4))
	Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
	Change Item 1007 to read as follows (amount shown is the obligated amount):				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCBOP-06-C-00045/P00002

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007	Armed Guard/Secret or TS/EMT Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 1008 to read as follows (amount shown is the obligated amount):	(		b(4))
1008	Armed Guard/Secret or TS Clerical Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 1009 to read as follows (amount shown is the obligated amount):	(		b(4))
1009	Armed Guard/Secret or TS Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 1010 to read as follows (amount shown is the obligated amount):	(		b(4))
1010	Unarmed Guard/Secret or TS Option I (1 April 2007 through 31 March 2008) Total Line Item Value \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 1011 to read as follows (amount shown is the obligated amount):	(		b(4))
1011	Program Manager/TS-SCI Option I (1 April 2007 through 31 March 2008) Obligated Amount: \$(b(4)) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Continued ...	(		b(4))

NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1012	<p>Change Item 1012 to read as follows (amount shown is the obligated amount):</p> <p>Temporary Additional Services</p> <p>Option I (1 April 2007 through 31 March 2008) Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	(		b(4))

200700881
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2007-0088
William W. Gross Division of | Revision No.: 1
Director Wage Determinations | Date Of Last Revision: 04/24/2007

State: District of Columbia
Area: District of Columbia statewide

Employed on Homeland Security contract for guard services:

Collective Bargaining Agreement between Paragon Systems, Inc. and International Union, Security, Police and Fire Professionals of America, effective February 23, 2007 through February 23, 2010.

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

PREAMBLE

THIS AGREEMENT is made and entered into this 23rd day of February, 2007, by and between Paragon Systems, Inc. (hereinafter referred to as the "Company") and the International Union, Security, Police and Fire Professionals of America (hereinafter referred to as the "Union").

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.

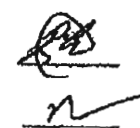
SECTION 1.2 - Employees. Whenever used in this Agreement, the term "employees" shall mean all armed and unarmed security officers employed by Paragon Systems performing guard duties as defined by Section 9(b)(3) of the National Labor Relations Act at the Department of Homeland Security National Headquarters, Nebraska Avenue Complex, excluding office clericals, managerial personnel, confidential personnel, supervisors (Lieutenants and Captains) 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-hire 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 one hundred and twenty (120) calendar days from the date of hire or rehire. During their probationary period, the employment relationship between the Company and the probationary employee shall be at will and the probationary employee may be subject to discipline or discharge at the discretion of the Company without regard to the provisions of Article 12 of this Agreement.

ARTICLE 2: UNION SECURITY

SECTION 2.1 - Union Membership.

A. Membership. All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee by (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform

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initiations fee and monthly due without joining the Union or (iii) paying a service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures; provided that employee choosing this option must notify the Union in writing.

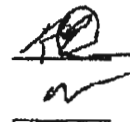
B. Enforcement. Before an employee is terminated by the Company for non-compliance with this Section, the employee must be first notified by the Union, via certified letter, return receipt requested, to pay the prescribed fees or dues. If the employee pays the delinquent fees or dues within two weeks after the date the notification is sent, the employee will not be terminated. The obligations set forth in this Section 2.1 shall only be effective to the extent permitted by the controlling law.

C. Indemnification. The Union agrees to indemnify and hold harmless the Company from any and all costs, expenses (including but not limited to, reasonable attorney's fees), suits, judgments, liabilities, damages, and penalties, that the Company may sustain, incur or be required to pay as a consequence of any claim arising out of its enforcement of this Section 2.1.

SECTION 2.2 - Dues Check Off.

A. An employee may authorize the Company to deduct a specific amount of money from his/her wages each month. The company will deduct the specific amount authorized by the employee each month; 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 agrees to provide to new employees, as part of its new hire orientation documents, an introductory letter by the Union, dues deduction authorization cards and union business cards. In addition, the Company agrees to provide the Union access to new hire classes for a period of fifteen minutes for the purposes of introducing the Union and its officials.

B. Indemnification. The Union 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 further agrees to indemnify and hold harmless the Company from any and all costs, suits, 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 Section 2.2.

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 one (1) Chief Shop Steward for all employees and two (2) stewards for each work 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 ten (10) 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 12.6 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 be conducted during working time, in exceptional cases, where agreed upon by the Company, but neither the Steward nor the employee shall depart from their normal job assignment without informing their immediate supervisor and disclosing the reason for such departure. 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. Provided that, it is expressly agreed and understood between the Parties that the Company may schedule disciplinary interviews consistent with Section 12.6 of this Agreement during working time.

C. Compensation. Stewards shall not be compensated by the Company for performing their duties as a shop steward, unless the steward is directed to act by the Company.

SECTION 3.2 - Union Postings. The Company shall utilize its best efforts to secure space at the workplace for the Union to post a bulletin board. The decision of whether to allocate bulletin boards, allow posting of notices or permit such communications shall be at the sole discretion of the DHS. All Union

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notices posted shall be signed by an officer of the Union or Chief Shop Steward. Copies of Union notices shall be provided to the Company's Director of Human Resources 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.

SECTION 3.4 - Government Cooperation. The Union acknowledges and agrees that the terms and conditions of this Agreement, and employees' employment with the Company, are subject to certain priorities, rules, procedures and restrictions of DHS and United States Government. The Union agrees to cooperate with the 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 DHS or other agency of the United States Government shall not constitute a breach of this Agreement. Any action that DHS or other 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, including providing the Union non-classified documentation provided by DHS in support of its action/direction.

ARTICLE 4: MANAGEMENT RIGHTS

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 sole and exclusive 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, layoff, recall to work, and rehire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; 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; 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,

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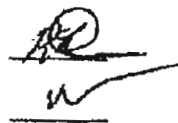
operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, procedures and practices; 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.

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.

ARTICLE 5: NONDISCRIMINATION

The parties hereto agree that there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, or membership or non-membership in any labor organization, as provided by law. The Company shall give due consideration to qualified Vietnam era veterans and to disabled individuals as provided by law. The Company agrees that it shall comply with all federal and state (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.

It is expressly agreed and understood that the dispute resolution procedures set forth in Article 12 of this shall be the sole and exclusive forum for resolving all claims, demands or actions arising under state or federal law arising from the employment relationship between the Company and you to the fullest extent permitted by 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), applicable state employment and wage and hour laws, the Fair Labor Standards Act, and any other state or federal law relating to employment discrimination or

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termination, statute or common law.

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 Article or 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 - Workweek. The Company's workweek shall consist of seven (7) days beginning on Monday at 12:01 a.m. and ending the following Sunday at 12:00 p.m. (midnight).

SECTION 6.3 - Workday. A workday shall be defined as from 0001 hours until 2400 hours. 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.

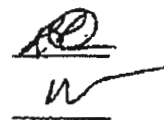
SECTION 6.4 - Overtime Work. Employees may be required to work reasonable overtime assignments at the discretion of the Company. An employee not excused by the Company from performing assigned overtime, and who refuses to work overtime, will be subject to appropriate discipline. In accordance with Article 14 of this Agreement, opportunity to work overtime shall be provided consistent with the Company's needs and circumstances and must be authorized in advance by the Company.

SECTION 6.5 - Full Time Employment. For purposes of this Agreement, full-time employment is defined as forty (40) working hours during a work week.

ARTICLE 7: WAGES

SECTION 7.1 - Straight Time Rate of Pay. The Company agrees to pay employees at the rate of pay set forth in this Agreement. The following designations will be recognized by the Company as the regular time hourly rates for the following employees:

	April 1, 2007	April 1, 2008	April 1, 2009
Access Control Monitor (Secret)	\$17.00	\$17.50	\$18.00
Armed Officer (Secret)	\$21.50	\$22.15	\$22.80
EMT-B (Secret)	\$22.50	\$23.15	\$23.85
Access Control Monitor (TS/SCI)	\$22.50	\$23.15	\$23.85



Armed Officer (TS/SCI)	\$23.50	\$24.15	\$24.85
Sergeant (Secret)	\$23.50	\$24.15	\$24.85
Sergeant (TS/SCI)	\$24.50	\$25.25	\$26.00

SECTION 7.2 - Overtime Pay. Overtime pay is calculated at one and one-half (1-1/2) times the employee's straight rate for all hours of work 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 - Payroll Dates. Employees shall be paid biweekly (every other Friday or previous non-holiday business day), subject to change by mutual agreement of the parties.

SECTION 7.4 - 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 within one (1) week for undisputed errors over \$50.00 after the Company is given written notification of the error. All other such undisputed errors will be made on the next paycheck. Employees shall notify the Company of all errors on the part of the Company as to an employee's pay within the shorter of: (1) two working days of learning of the error, or (2) two working days of when the employee should have known by reasonable diligence of the error. It is expressly agreed and understood that this Section 7.5 shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect.

SECTION 7.5 - Direct Deposit. All employees shall be offered the option of payment of wages by direct deposit. The Union shall use its best efforts to promote the use of direct deposit by all employees.

SECTION 7.6 - 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 records.

SECTION 7.7 - Security Clearances. The Company agrees to sponsor and maintain security clearances for employees (including sponsoring the upgrading of clearances); provided, however, should Employee's employment with Paragon terminate for any reason prior to six weeks of employment with the Company, or the Employee fails to provide two weeks to the Company prior to resignation from employment) Employee shall reimburse Paragon two-thousand dollars (\$2,000) (the Company's administrative cost for processing the clearance), and Employee



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hereby authorizes such reimbursement from any and all wages owed Employee by Paragon.

ARTICLE 8: LEAVES OF ABSENCE

SECTION 8.1 - Court Leave. An employee who has completed his or her probationary period and who is required to report for jury duty 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 fifteen (15) work days; provided, however, the employee to be eligible for compensation, the employee must have notified the Company within seventy-two (72) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call. 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.

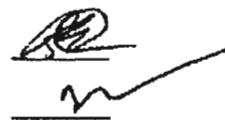
SECTION 8.2 - Military Leave. The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of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

SECTION 8.3 - Bereavement Leave. An employee shall be entitled to leave with pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's parent, sibling, child, step-parent, step-child, step-sibling, or spouse. Employees shall be entitled to leave without pay for a maximum of twenty-four (24) scheduled work hours lost in the event of the death of the employee's in-law, uncle, aunt or grandparent. Leave under this section shall be conditioned upon the employee submitting to the Company, if the Company so requests, proof of the death of the deceased and the employee's relationship to the deceased.

SECTION 8.4 - Family and Medical Leave.

A. **Leave Entitlement.** An employee who has been employed by the Company for 12 months and who completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to 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 - Absence Due to Illness or Injury. 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 or personal 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.

The parties agree to meet and confer on or about the first anniversary of this Agreement to discuss the allowance of paid sick/personal time.

SECTION 8.6 - Notice of Absence. An employee who will be absent due to illness or injury or for other medical reasons (including dental and medical examinations) must provide the Company notice of his/her anticipated absence as required in Section 12.2, regardless of the length of the anticipated absence and regardless of whether the employee seeks vacation pay for the absence. Failure to do so will result in discipline up to and including discharge in accordance with Article 13.

SECTION 8.7 - Rate of Pay. For the first year of this Agreement, Employees shall be compensated for any paid leave taken under this Article at the straight-time rate of pay then effective on February 14, 2007. Following years shall be paid at the Prevailing Rate. 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 8.8 - Seniority. Seniority shall accumulate during any approved leave of absence.

ARTICLE 9: HOLIDAYS

SECTION 9.1 - Eligibility. All employees will receive paid leave for the following ten (10) holidays (or holiday pay in lieu thereof if required to work the holiday):

Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Independence Day
Memorial Day
Labor Day
Columbus Day
Veterans' Day



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Thanksgiving Day

Employees must work their regularly scheduled day before and after a holiday to receive the holiday benefit.

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

It is expressly agreed and understood that employees shall not be entitled to holiday pay when on unpaid leave, including leave taken under state workers' compensation laws.

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.

An eligible part-time employee who is not required to work on a holiday shall be paid a pro-ration of the full-time holiday benefit based upon his or her average weekly hours, including eligible paid leave, for the previous two (2) weeks' work. 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 up to eight (8) hours based upon their average weekly hours for the previous two (2) weeks' work.

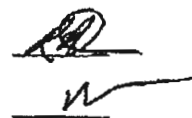
Hours which an employee does not work but for which he or she is compensated under this Article shall not be considered hours worked for the purposes of computing overtime nor shall fringe benefits accrue during such leave.

ARTICLE 10: VACATION

SECTION 10.1 - Eligibility. All full-time employees who have continuously been employed by the Company, or by the predecessor(s) to the contract between the Company and DHS, shall be entitled to annual vacation pay in accordance with the following schedule:

- Upon completion of two (1) year of service: 80 hours
- Upon completion of five (5) years of service: 120 hours
- Upon completion of fifteen (15) years of service: 160 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment (not to include pre-assignment training) and each



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subsequent anniversary of the date of hire with the Company or predecessor to the Contract between the Company and DHS. Vacation shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each 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.

SECTION 10.2 - Vacation Scheduling. Vacation leave shall be taken at such times mutually convenient to the employee and to the Company; provided, however, the Company shall retain the final right to approve, deny, schedule and cancel all vacations. Employees may not take vacation in increments of less than twenty-four (24) hours. A vacation request 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. Upon proper notification of requested, the Company agrees to promptly notify the employee of whether the requested vacation has been approved. No more than four percent (4%) of the workforce may be on vacation at any time. Conflicts in vacation scheduling shall be resolved by the Company consistent with the employee's seniority.

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 Accrual. An employee may not accumulate and carry over unused vacation from one year to the next. After the second year of continuous employment with the Company, and each continuous year of employment thereafter, at the employee's annual anniversary date, the employee's vested but unused vacation shall be paid to the employee. Such vested but unused vacation shall be paid by a separate check on the first payroll date following the employee's anniversary date. At the time of termination of employment, employees shall be paid for unpaid vacation hours that have vested but have not been used. However, there is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year will be considered in computing the employee's vacation eligibility.

SECTION 10.5 - Rate of Pay. For the first year of this Agreement, Employees shall be compensated for vacation at the straight-time rate of pay then effective



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on February 14, 2007. Following years shall be paid at the Prevailing Rate. 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.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

SECTION 11.1 – Contribution

A. Effective April 1, 2007, the Company agrees to make a health and welfare benefit contribution totaling \$3.01 per hour for each hour worked up to forty (40) hours per workweek to a maximum of 2,080 hours per year.

B. Health welfare benefits under this Article shall be paid, subject to all applicable takes and deductions, to employees with their wages in accordance with the Company's payroll dates set forth at Section 7.3 above.

C. Health and welfare benefits are not paid on any hours associated with training, overtime, vacation, bereavement leave, jury duty, or holiday hours.

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. It is expressly agreed and understood that the issuance of such uniforms and equipment is at the sole discretion of the Company, is subject to approval by the United States Government and is subject to funding by the United States Government.

Employees shall maintain uniforms and equipment issued to them, and maintain their personal appearance, in accordance with Company and DHS policy.

Effective April 1, 2007, the Company shall pay each employee the sum of twenty-five cents (\$.25) for each regular hour worked (up to forty hours per week) to launder and replace uniforms and equipment.

Upon termination of employment, Company issued clothing and equipment shall be returned to the Company, laundered and pressed, 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 shall be the cost to the Company.



ARTICLE 12: DISCHARGE AND DISCIPLINE

SECTION 12.1 - Just Cause. No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement. It is expressly agreed and understood that, in the event that there was not just cause to support a disciplinary action taken by the Company, an arbitrator, in accordance with Article 13 of this Agreement, shall have authority to determine the appropriate level of discipline. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the discipline imposed by the Company for a proven violation of any of the following:

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

B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a penalty against the Company by the United States Government or DHS), insubordination (including, without limitation, deliberate failure to carry out assigned tasks), and 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 or Company expense.

C. 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.

D. Fighting on DHS property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.

E. Theft, vandalism, or criminal acts.

F. 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.

G. Improper use of official authority or credentials.

H. Unauthorized use of communications equipment or Government property.

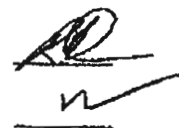
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- I. Misuse of weapon(s) or possession of private firearm on the job.
- J. Violation of Government security procedures or regulations, including, without limitation, those set forth in the Contract Guard Information Manual, the Company's General Orders, standard operating procedures and applicable post orders.
- K. Violation of state or federal laws regarding the possession or use of a firearm.
- L. Unauthorized post abandonment.
- M. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- N. Falsification of time records.
- O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- P. Sexual, racial or verbal harassment in violation of Company policy.

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

SECTION 12.2 - Absenteeism. Employees are required to report and be ready for work at their required times. It shall constitute an offense for an employee to cancel work or report to work after his/her scheduled reporting time without providing the Company with a minimum of six (6) hours advance notice. Such notice must be provided to the Company's Project Manager. Discipline for the violation of this Section 12.2 shall be as follows:

- A. With respect to the first cancellation or failure to report without proper notice within any consecutive 6-month period, a verbal reprimand shall be given.
- B. With respect to the second cancellation or failure to report within any consecutive 6-month period, a written reprimand shall be given.
- C. Upon the occurrence of the third cancellation or failure to report without proper notice within any consecutive 6-month period, the employee's



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straight time rate of pay shall be reduced to seventeen dollars (\$17.00) for all hours worked for forty-five (45) calendar days.

D. Upon the occurrence of the fourth cancellation or failure to report without proper notice within any consecutive 6-month period, the employee shall be reclassified as a newly hired probationary employee under Section 1.3 of this Agreement for all purposes, including determination of the entitlement to vacation leave under Article 10 and preferential shift bidding under Article 14 of this Agreement. In addition, the employee shall forfeit one week of vacation.

E. Upon the occurrence of the fifth cancellation without proper notice within any 6-month period, the employee shall forfeit all unused vacation time. In addition, the employee may be deemed by the Company to have voluntarily quit pursuant to Section 12.5 of this Agreement; or, at the Company's discretion, the employee may be permitted to remain an employee subject to any conditions deemed appropriate by the Company.

It is expressly agreed and understood by the parties that this is a "strict liability" absentee policy.

SECTION 12.3 - Government Action. If the contracting agency, or other government agency, directs that a specific employee be removed from the contract, 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 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.

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 and arbitration procedures of this Agreement, if:

A. The fails to report to work without notice (no call/no show) for two consecutive scheduled shifts.

B. 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.

C. The employee becomes ineligible to work on the Company's DHS contract because he or she has failed to successfully complete training, testing

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and other qualifications mandated by DHS in its contracts with the Company, including without limitation maintenance of a required security clearance.

D. The employee fails to report to work within twenty-four (24) hours after the expiration of a leave of absence without contacting the Company, except where failure to so communicate is the result of emergency circumstances that prohibited the employee from contacting the Company's Director of Human Resources, verified by the Company.

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

SECTION 12.5 - 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, if such officer or shop steward is reasonably available. In the event an authorized steward is unavailable, the employee may be represented by any member of the bargaining unit.

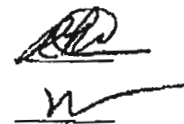
ARTICLE 13: GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE

SECTION 13.1 - Grievances. A grievance shall mean a disagreement or dispute raised by the Union or an employee which arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement or the employment relationship between the Company and employee, including but not limited to claims of unlawful employment discrimination as set forth in Article 5 of this Agreement.

Except as otherwise expressly stated in this Agreement, the procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted by the Union or any employee. A grievance shall be resolved in the following manner:

Step 1 - Notice to Supervisor: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's direct Supervisor within two (2) calendar days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The Supervisor shall respond in writing to the grievance within five (5) calendar days of his/her receipt of the grievance.

Step 2 - Notice to Program Manager: If the grievance is not settled at Step 1 or if the Supervisor does not respond within five (5) calendar days of the Step 1

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notice, the employee and/or his or her Union representative shall, within five (5) calendar days of the date the Supervisor responded or the date on which the Supervisor should have responded, whichever is sooner, submit the grievance in writing to the Company's Program Manager or his/her designee. The Company's Program Manager shall respond to the grievance within seven (7) calendar days of receipt of the grievance.

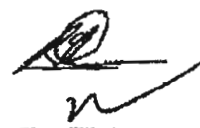
Step 3 - Notice to Director of Human Resources: If the grievance is not settled at Step 2 or if the Program Manager does not respond within seven (7) calendar days, the Union shall, within seven (7) calendar days, present the grievance in writing to the Company's Director of Human Resources or his/her designee. The Company's Director of Human Resources or his/her designee shall respond in writing to the grievance within seven (7) calendar days.

A. Written Presentation. All grievances shall set forth: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the names of the aggrieved employees; and the remedy sought. All grievances shall be signed and dated by the employee or shop steward. All written answers submitted by the Company shall be signed and dated by the appropriate Company representative, and shall be presented to the aggrieved employee and the Union.

B. Provisions of the Essence. The time limitations set forth in this Article 13 are deemed of the essence to this Agreement. No grievance shall be accepted by the Company unless it is submitted within the time limitations and written presentation provisions set forth in Section 13.1. If the grievance is not timely and properly submitted at Step 1, it shall be deemed waived. If the grievance is not timely and properly submitted at Step 2 or 3, it shall be deemed finally settled in accordance with the Company's Step 1 or 2 response, if any, respectively, and the parties shall be bound thereby without recourse to Section 13.3.

C. Representation. An employee shall be permitted to have a Union representative at each step of the grievance procedure.

SECTION 13.2 - Voluntary Grievance Mediation. If, after receipt of the Director of Human Resources' response, the grievance is not settled at Step 3, upon the mutual agreement of the Company and Union, the Parties may submit the grievance to the Federal Mediation and Conciliation Service for resolution through non-binding mediation. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration pursuant to Section 13.3.



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SECTION 13.3 - Arbitration. If, after receipt of the Director of Human Resources' response, the grievance is not settled at Step 3, the Union may, within seven (7) calendar days after the receipt of the Director of Human Resources' response at Step 3, proceed to binding arbitration. Notice that arbitration is desired must be received by the Company seven (7) calendar days after the Union or aggrieved employee receives the Company's Step 3 answer. Such notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Company with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

Except as otherwise expressly provided herein, the American Arbitration Association's Rules for the Resolution of Employment Disputes shall control the resolution of any and all disputes submitted to arbitration under this Agreement. The Arbitrator shall conduct a hearing on the grievance. The decision or order of the Arbitrator shall be final and binding and shall be in writing. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

It is expressly agreed and understood by the Parties that the failure of the Arbitrator to issue the award within ninety (90) calendar 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 ninety (90) calendar 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 ninety (90) calendar day period.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits or presentation requirements contained in this Article may be waived or extended except by mutual agreement in writing. All fees and expenses of the Arbitrator shall be borne equally by the Parties, except where one of the Parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which case the postponement charge shall be borne equally by the Parties. A postponement charge resulting from a joint postponement request shall be borne equally by the Parties.

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ARTICLE 14: SENIORITY

SECTION 14.1 - Definitions.

A. Seniority. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies to the contract between the Company and DHS. Probationary employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire.

B. Shift Openings. A shift opening is defined, for purposes of this Agreement, as a full-time shift. It is expressly agreed and understood that the Company may rotate or transfer employees among posts on a specific shift.

SECTION 14.2 - Layoffs & Recall. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before part-time and full-time employees.

It is the responsibility of the laid off employee to keep the Company advised of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within three (3) business days after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.

SECTION 14.3 - Filling of Shift Vacancies. From among the employees qualified for the posted shift opening who submit bids for the shift opening, the Company will award the job to the most qualified bidder, as measured by the employee's job knowledge, skill, ability, and professional work performance; provided that, if two or more bidders are equally qualified, the Company will award the shift opening to the employee with seniority. The successful employee's prior shift, and following openings, may then be assigned by the Company without regard to seniority.

An employee who is awarded a shift opening for which he or she bid must accept it. After being awarded a shift opening, an employee may not bid for another shift opening for a period of six (6) months. An employee who is unable to perform the position to which he or she bid to the satisfaction of the Company within ninety (90) work days after being awarded the job shall be transferred to another permanent position if available.

Notwithstanding this Section 14.3, and without regard to the provisions thereto (including posting requirements), the Company retains and reserves the right to



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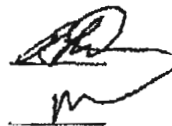
promote personnel who, in the Company's sole discretion and judgment, will best serve the Company's requirements and standards. An employee who is unable to perform the position to the satisfaction of the Company within ninety (90) work days after being awarded the job shall be transferred to another permanent position.

SECTION 14.4 - Scheduled Overtime. The Company reserves and retains the right to offer and/or require employees to work overtime, consistent with its business needs, and without regard to seniority, in the event that (1) the Company has less than forty-eight (48) hours advance knowledge that such overtime (i.e., work over forty (40) hours per work week) is required, or (2) for other unanticipated reasons or special circumstances, including, but not limited to, an employee has failed to report to work. It is expressly agreed and understood that the Company shall have the right to hold over employees until relieved and/or require an available employee to provide coverage of an open post.

In the event that the Company has advance knowledge of forty-eight (48) hours that overtime will be required, such work will be offered consistent with seniority whenever possible, provided (1) the Company deems the employee qualified to perform such work, and (2) the employee has previously requested to be scheduled for overtime assignments.

For a period of one (1) week each quarter, employees shall be permitted to submit to the Company a request to be scheduled for available overtime on a form to be provided by the Company. The Company shall provide to the Union, quarterly, the roster of employees who request to be scheduled for overtime. The Company shall refer to this list when scheduling overtime hours consistent with this section. However, if an employee refuses to work hours offered on two (2) separate occasions, the employee shall be removed from the roster, and the Company will no longer be obligated to schedule the employee for overtime in the event that overtime hours become available in the future.

It is expressly agreed and understood that employees whose names do not appear on the said overtime request list, may nevertheless be required to work overtime consistent with the provisions of this Article. It is further expressly agreed and understood that the Company may, consistent with its business needs, use supervisory and managerial personnel outside of the bargaining unit to avoid a vacant post or to minimize overtime, provided such personnel are otherwise qualified to man the post consistent with the guard services contract between the Company and DHS and the company did not have twenty-four (24) hours advance notice of the vacant post or need for overtime.



SECTION 14.5 - Termination of Seniority. An employee's seniority shall be terminated and his or her rights forfeited upon the occurrence of any of the following events:

- A. discharge, quit, retirement or resignation;
- B. employee fails to express his or her intent to return to work, and/or does not return to work after recall in accordance with the requirements in this Article;
- C. except for layoff, time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason;
- D. employee transfers out of the bargaining unit for more than ninety (90) days, except as provided in this Article; or employee fails to return to work upon expiration of a leave of absence.

SECTION 14.6 - Seniority List. The Company shall provide the Local Union President a current seniority list once each quarter. Such list shall include each employee's name, home address, home phone number, date of hire and whether the employee has requested to be scheduled for overtime as provided in Section 14.4. The Local Union President shall verify to the Company the accuracy of each seniority list presented to the Union within thirty (30) days of receipt by the Union.

SECTION 14.7 - Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company, may be transferred, and notwithstanding any other provision of this Agreement, to any job classification that the employee previously held. If the transfer of such person to the bargaining unit requires the layoff of an employee, the employee with the least seniority in the seniority pool to which the transfer occurs will be transferred or laid off; provided that, if the transferee does not have more seniority than the employee with the least seniority in that seniority pool, the Company may not effect the transfer.

An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity; provided that, if the employee is employed in the management position for more than ninety (90) days, the employee shall lose his or her seniority.

SECTION 14.8 - 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 of this Agreement and the voluntary mediation provisions of Section 13.2 of this Agreement, but shall not be subject to the arbitration procedures as set forth in Section 13.3 of this

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Agreement. Provided, the Parties agree that, if a grievance based upon the alleged violation of this Article 14 is not settled at Step 3, the Union's President (or his/her designee) may request within five (5) days, and shall be entitled to, a telephonic conference with the Company's Vice President of Operations (or his/her designee) to discuss the grievance. 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: SCOPE OF AGREEMENT

SECTION 16.1 - Duration. This Agreement and the addendum attached hereto shall be effective as stated in the Preamble of this Agreement and it supersedes

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any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the Parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on February 23, 2010.

SECTION 16.2 - Separability. In the event that any provision of this Agreement (including addendum hereto) shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree (including without limitation, non-approval as a wage determination by the United States Department of Labor), the Parties agree to renegotiate such provision of this Agreement for the purpose of making it/them conform to the decree, decision, 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 16.3 - Waiver of Bargaining Rights and Amendments to Agreement. 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 16.3, 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 16.4 - 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 16.5 - Integration. This Agreement and the addendum attached hereto 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.

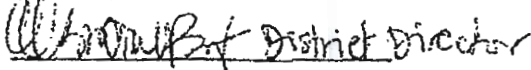
IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to sign this Agreement in full acknowledgement of their intention to be bound by the Agreement.

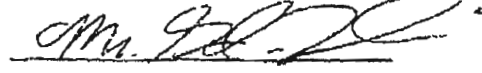
FOR:

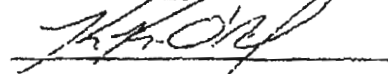
International Union, Security, Police and
Fire Professionals of America

By: 
Title: President
Dated: February 23, 2007

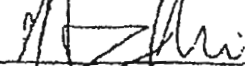
By: 
Title:
Dated: February 23, 2007

By: 
Title: District Director
Dated: February 23, 2007

By: 
Title:
Dated: February 23, 2007

By: 
Title:
Dated: February 23, 2007

FOR:

Paragon Systems, Inc.
By: 
Title: Executive Vice President
Dated: February 23, 2006



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 | 7
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 07/01/2009	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: N. Johnson, 202-447-5568 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS	7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: N. Johnson, 202-447-5568 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-06-C-00045 10B. DATED (SEE ITEM 13) 03/31/2006	
CODE 175357620000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$187,748.34
NONE 009 000 MA 20-01-00-000 02-08-0000-00-00-00 GE OE 25-37 000000

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UICF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 175357672+0000

The purpose of this modification is to provide three (3) additional security guards at the Nebraska Avenue Complex (NAC) (see Exhibit 1 for detailed information) AND change the invoicing procedures as follows:

1) The revised document titled "Exhibit 1: Staffing Requirements" dated June 1, 2009 is hereby incorporated as part of this contract.

2) The Finance inbox for invoice submission has changed. All invoices shall be sent to OFO-Invoice@dhs.gov and the COTR's (Alvin Shell and Rae Peterson) cc: the Contracting Officer and Contract Specialist.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) Leslie Kauban	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Victoria D. Short
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 6-30-09	16C. DATE SIGNED 7/6/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-06-C-00045/P00008

PAGE OF
 2 7

NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>As a result, the total amount for Option Period III (three) is hereby increased from \$8,114,497.82 by \$187,748.34 to \$8,302,246.16.</p> <p>AND</p> <p>The total award value is hereby increased from \$27,436,246.79 by \$187,748.34 to \$27,623,995.13.</p> <p>Discount Terms: Net 30 Delivery Location Code: DHS U.S.Department of Homeland Security 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 04/01/2009 to 03/31/2010</p> <p>Change Item 3006 to read as follows (amount shown is the total amount):</p>				
3006	<p>Armed Guard/TS-SCI</p> <p>Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-09-00035, ROSS-09-00056</p>	(b)(4)	HR	(b)(4)	(b)(4)
	<p>Change Item 3009 to read as follows (amount shown is the total amount):</p>				
3009	<p>Armed Guard/Secret or TS</p> <p>Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-09-00035, ROSS-09-00056</p> <p>Procurement Contact: (b)(2)(b)(6), Contract Specialist (202) (b)(2)(b)(6)</p>	(b)(4)	HR	(b)(4)	(b)(4)

EXHIBIT 1 STAFFING REQUIREMENTS NON-SUPERVISORY GUARD REQUIREMENT										
Post #	Fixed (F)/ Roving (R)	Location/ Description	SPO*	EMT*	Time of Day	Hours Per Day	Days Per Week	Relief Required	Armed Post	Security Classification
2	F	(b) (2)			(b) (2)	8	5 days, M-F Excluding Holidays	No	Yes	Secret
3	F	(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
3A	F	(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
3B	F	(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	Yes	No	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	No	TS-SCI
3C	F	(b) (2)			(b) (2)	8.5	5 Days Mon-Fri Not Including Holiday	Yes	No	TS-SCI
5	F	(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
6/6A	F	(b) (2)			(b) (2)	17	7 Days Mon-Sun Including Holidays	Yes	Yes	Secret
		(b) (2)			(b) (2)	17		Yes	Yes	Secret
		(b) (2)			(b) (2)	17		Yes	Yes	Secret
6B	F	(b) (2)			(b) (2)	8.5	5 Days Mon-Fri Not Including Holiday	Yes	Yes	Secret
7/7A	F	(b) (2)			(b) (2)	17	7 Days Mon-Sun Including Holidays	Yes	Yes	Secret
		(b) (2)			(b) (2)	17		Yes	Yes	Secret
		(b) (2)			(b) (2)	17		Yes	Yes	Secret
7C	F	(b) (2)			(b) (2)	8.5	5 Days Mon-Fri Not Including Holiday	Yes	Yes	Secret

EXHIBIT 1 STAFFING REQUIREMENTS NON-SUPERVISORY GUARD REQUIREMENT											
Post #	Fixed (F)/ Roving (R)	Location/ Description	SPO*	EMT*	Time of Day	Hours Per Day	Days Per Week	Relief Required	Armed Post	Security Classification	
8/8A	F	(b) (2)			(b) (2)	17	7 Days Mon-Sun Including Holidays	Yes	Yes	Secret	
							17		Yes	Yes	Secret
							17		Yes	Yes	Secret
9	R						8.5	7 Days Mon-Sun Including Holidays	No	Yes	Secret
							8.5		No	Yes	Secret
							8.5		No	Yes	Secret
9A	R			X			8.5	7 Days Mon-Sun Including Holidays	No	Yes	TS-SCI
				X			8.5		No	Yes	TS-SCI
				X			8.5		No	Yes	TS-SCI
11/11A	F						8	7 Days Mon-Sun Including Holidays	No	No	Secret
							16		No	No	Secret
							16		No	No	Secret
12/12A	F						8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	Secret
							17		Yes	Yes	Secret
							17		Yes	Yes	Secret
13	F				8	5 days, M-F Excluding Holidays	No	No	Secret		
13A					8		No	No	Secret		

EXHIBIT 1										
STAFFING REQUIREMENTS										
NON-SUPERVISORY GUARD REQUIREMENT										
Post #	Fixed (F)/ Roving (R)	Location/ Description	SPO*	EMT*	Time of Day	Hours Per Day	Days Per Week	Relief Required	Armed Post	Security Classification
13B		(b) (2)			(b) (2)	8		No	No	Secret
13C						9		No	No	Secret
14	F					11	5 days, M-F Excluding Holidays	Yes	Yes	Secret
14A						11		Yes	Yes	Secret
15	F					4	5 days, M-F Excluding Holidays	No	Yes	Secret
						3.5		No	Yes	Secret
16/16A	F					8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	Secret
						17		Yes	Yes	Secret
						8.5		Yes	Yes	Secret
17						10	5 Days Mon-Fri Including Holidays	Yes	Yes	Secret

* - SPO = Special Police Officer; EMT = Emergency Medical Technician

EXHIBIT 1 STAFFING REQUIREMENTS SUPERVISORY GUARD REQUIREMENT										
Post #	Fixed (F)/ Roving (R)	Location/ Description	SPO*	EMT*	Time of Day	Hours Per Day	Days Per Week	Relief Required	Armed Post	Security Classification
S-1		(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	No	Yes	TS-SCI
S-2		(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	No	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		No	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		No	Yes	TS-SCI
S-3	F	(b) (2)			(b) (2)	8.5	7 Days Mon-Sun Including Holidays	Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
		(b) (2)			(b) (2)	8.5		Yes	Yes	TS-SCI
S-4	R	(b) (2)	X		(b) (2)	8.5	7 Days Mon-Sun Including Holidays	No	Yes	TS-SCI
		(b) (2)	X		(b) (2)	8.5		No	Yes	TS-SCI
		(b) (2)	X		(b) (2)	8.5		No	Yes	TS-SCI

* - SPO = Special Police Officer; EMT = Emergency Medical Technician

SALARIED PROFESSIONAL POSITION REQUIREMENT
Full-Time, Civilian Business attire, Unarmed
TS-SCI Clearance
Regular Business Hours: 0730-1630, M-F, Excluding
Holidays

Qty	Title
1	Program Manager

AMENDMENT OF SOLICITATION/MODIFICATION . CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 4

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00007 04/01/2009 ROSS-09-00035

6. ISSUED BY CODE DHS/OPO/DEPT. OPS 7. ADMINISTERED BY (If other than item 6) CODE DHS/OPO/DEPT. OPS
 U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: J. Lewis-Banks, (b)(6) 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSCEOP-06-C-00045
 10B. DATED (SEE ITEM 13) 03/31/2006
 CODE 1753576720000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers : is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,114,497.82
 NONE 009 000 MA 20-01-00-000 02-08-0000-00-00-00 GE OE 25-37 000000

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 175357672+0000

The purpose of this modification is to exercise Option Period III as follows:

- 1) Option Period III is hereby exercised extending the period of performance from April 1, 2009 to March 31, 2010.
- 2) Option Period III is hereby funded in the amount of \$8,114,497.82.
- 3) The total award value is hereby increased from \$19,321,748.97 by \$8,114,497.82 to \$27,436,246.79.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

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HSCFOP-06-C-00045/P00007

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 04/01/2009 to 03/31/2010 Change Item 3001 to read as follows (amount shown is the total amount):				
3001	Captain /TS-SCI Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3002 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3002	Lieutenant/TS-SCI OPTION III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3003 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3003	Sergeant/TS-SCI/SPO Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3004 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3004	Armed Guard/TS-SCI/SPO Option III (1 April 2009 through 31 March 2010) Continued ...	(b) (4)	HR	(b) (4)	(b) (4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-06-C-00045/P00007

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES				
	Change Item 3005 to read as follows (amount shown is the total amount):				
3005	Armed Guard/TS-SCI Dispatcher Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 3006 to read as follows (amount shown is the total amount):				
3006	Armed Guard/TS-SCI Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 3007 to read as follows (amount shown is the total amount):				
3007	Armed Guard/Secret or TS/EMT Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 3008 to read as follows (amount shown is the total amount):				
3008	Armed Guard/Secret or TS Clerical Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 3009 to read as follows (amount shown Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-06-C-00045/P00007

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
3009	Armed Guard/Secret or TS Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3010 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3010	Unarmed Guard/Secret or TS Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3011 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3011	Program Manager/TS-SCI Option III (1 April 2009 through 31 March 2010) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 3012 to read as follows (amount shown is the total amount):	(b) (4)	HR	(b) (4)	(b) (4)
3012	Temporary Additional Services Option III (1 April 2009 through 31 March 2010) (Option Line Item) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Additional funding and hours have been provided under CLINs 3001, 3002, 3006, 3007, 3009, 3010 and 3011 to cover the cost for the one-day "Security Tuesday" Training.	(b) (4)	HR	(b) (4)	(b) (4)

2. AMENDMENT/MODIFICATION NO P00006 3. EFFECTIVE DATE 03/31/2009 4. REQUISITION/PURCHASE REQ. NO ROSS-09-00034 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE DHS/OPO/DEPT.OPS 7. ADMINISTERED BY (If other than item 6) CODE DHS/OPO/DEPT.OPS
 U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div Attn: J. Lewis-Banks, (b) (6) 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSCEOP-06-C-00045
 10B. DATED (SEE ITEM 13) 03/31/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$600,000.00
 NONE 009 000 MA 20-01-00-000 02-08-0000-00-00-00-00 GE OE 25-37 000000

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 175357672+0000
 The purpose of this modification is to provide additional funding for Option Period II of the subject contract.

Accordingly,
 1) The total obligated amount for Option Period II is hereby increased from \$7,143,865.84 by \$600,000 to \$7,743,865.84.
 2) The total award value is hereby increased from \$18,721,748.97 by \$600,000 to \$19,321,748.97.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. SIGNATURE OF PERSON AUTHORIZED TO SIGN
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16B. DATE SIGNED 16C. SIGNATURE OF CONTRACTING OFFICER
 Johnnie Lewis-Banks 4/6/09

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4014	<p>3) The Contract Specialist is hereby changed from (b)(2)(b)(6) to (b)(2)(b)(6).</p> <p>4) The Contracting Officer's Technical Representative (COTR) for this contract is (b)(2)(b)(6).</p> <p>5) The alternate Contracting Officer's Technical Representative for this contract is Rae Peterson.</p> <p>Delivery Location Code: DHS U.S. Dept. of Homeland Security 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 04/01/2008 to 03/31/2009</p> <p>Add Item 4014 as follows:</p> <p>Additional Option Period II Funding Obligated Amount: \$600,000.00</p>				600,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 | 7
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 09/30/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: J. Lewis-Banks, (b) (6) 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: J. Lewis-Banks, (b) (6) 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT. OPS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1753576720000		FACILITY CODE	
		(x) 9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-06-C-00045	
		10B. DATED (SEE ITEM 11) 03/31/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule
Net Increase: \$2,210,402.12

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 175357672+0000

The purpose of this modification is to provide additional funding for Option II.

As a result of this modification the total amount obligated under this contract is increased by \$2,210,402.12 from \$16,511,365.85 to \$18,721,767.97.

FOB: Destination

Period of Performance: 04/01/2008 to 03/31/2009

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Johnnie Lewis-Banks	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/30/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Change Item 2001 to read as follows (amount shown is the obligated amount): Captain /TS-SCI	(b) (4)	HR	(b) (4)	(b) (4)
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: NONE008-000-MA-20-01-00-000-02-08-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)				
2002	Change Item 2002 to read as follows (amount shown is the obligated amount): Lieutenant/TS-SCI	(b) (4)	HR	(b) (4)	(b) (4)
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)				
2003	Change Item 2003 to read as follows (amount shown is the obligated amount): Sergeant/TS-SCI/SPO	(b) (4)	HR	(b) (4)	(b) (4)
	Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b)(4)				
2004	Change Item 2004 to read as follows (amount shown is the obligated amount): Armed Guard/TS-SCI/SPO Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b)(4)	(b)(4)	HR	(b)(4)	(b)(4)
2005	Change Item 2005 to read as follows (amount shown is the obligated amount): Armed Guard/TS-SCI Dispatcher Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: Continued ...	(b)(4)	HR	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GR OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)				
2006	Change Item 2006 to read as follows (amount shown is the obligated amount): Armed Guard/TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)	(b) (4)	HR	(b) (4)	(b) (4)
2007	Change Item 2007 to read as follows (amount shown is the obligated amount): Armed Guard/Secret or TS/EMT Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: Continued ...	(b) (4)	HR	(b) (4)	(b) (4)

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b)(4) Change Item 2008 to read as follows (amount shown is the obligated amount): Armed Guard/Secret or TS Clerical Option II (1 April 2008 through 31 March 2009) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Change Item 2009 to read as follows (amount shown is the obligated amount):	(b)(4)	HR	(b)(4)	0.00
2009	Armed Guard/Secret or TS Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092, ROSS-08-00092 Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00 Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b)(4) Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b)(4) Continued ...	(b)(4)	HR	(b)(4)	(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2010	<p>Change Item 2010 to read as follows (amount shown is the obligated amount):</p> <p>Unarmed Guard/Secret or TS</p> <p>Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092</p> <p>Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00</p> <p>Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)</p>	(b) (4)	HR	(b) (4)	(b) (4)
2011	<p>Change Item 2011 to read as follows (amount shown is the obligated amount):</p> <p>Program Manager/TS-SCI</p> <p>Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: ROSS-08-00027, ROSS-08-00092</p> <p>Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: \$0.00</p> <p>Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000 Funded: (b) (4)</p>	(b) (4)	HR	(b) (4)	(b) (4)
2012	<p>Change Item 2012 to read as follows (amount shown is the obligated amount):</p> <p>Temporary Additional Services</p> <p>Option II (1 April 2008 through 31 March 2009) Continued ...</p>	(b) (4)	LO	(b) (4)	(b) (4)

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount: (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Requisition No: ROSS-08-00027, ROSS-08-00092</p> <p>Accounting Info: None 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000</p> <p>Funded: \$0.00</p> <p>Accounting Info: NONE 008 000 MA 20-01-00-000-02-08-0000-00-00-00-00-GE OE 25-37 000000</p> <p>Funded: (b)(4)</p> <p>Performance under CLIN 2012 shall not commence until authorized by the COTR and funding has been provided. The rate for CLIN 2012 is (b)(4).</p> <p>NOTE: CLINs 2001, 2002, 2006, 2007 and 2011 have been fully funded for Option II.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 00004	2. EFFECTIVE DATE 04/01/2008	4. REQUISITION/PURCHASE REQ. NO.	3. PROJECT NO. (if applicable)
ADMINISTRATIVE CODE DHS/OPO/DEPT. OPS	7. ADMINISTERED BY (if other than item 6) CODE DHS/OPO/DEPT. OPS	U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Myron Waddell, (b)(6) 245 Murray Lane, SW, Building 410 Washington DC 20528	
NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
FACILITY CODE 175357672000		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCBOP-06-C-00045 10B. DATED (SEE ITEM 11) 03/31/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing forms B and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 Net Increase: \$4,933,463.72
 NONF008-U00-MA-20-01-00-000-02-08-0000-00-00-00-00-GE-DE-25-37-000000

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

14. CHANGE ORDER	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation title, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

15. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 UNS Number: 175357672+0000

The purpose of this modification is as follows:

1) Exercise Option II, CLINS 2001 - 2012, Period of Performance April 1, 2008 through March 31, 2009.

Performance under CLIN 2012 shall not commence until authorized by the COTR and funding has been provided.

Continued ...

16. As provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

17A. NAME AND TITLE OF SIGNER (Type or print) Kacie Kacin Jr	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnnie Lewis-Banks
17B. CONTRACTOR/OFFEROR <i>[Signature]</i>	18B. UNITED STATES OF AMERICA Johnnie Lewis-Banks <i>[Signature]</i>
17C. DATE SIGNED 4-28-08	18C. DATE SIGNED 4/23/08

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This modification changes the obligated amount from \$11,577,883.13 to \$16,511,365.85 for a Net Increase of \$4,933,482.72. Discount Terms: Net 30 FOB: Destination Period of Performance: 04/01/2008 to 03/31/2009 Change Item 2001 to read as follows (amount shown is the obligated amount):				
2001	Captain /TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2002 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2002	Lieutenant/TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2003 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2003	Sergeant/TS-SCI/SPO Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2004 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2004	Armed Guard/TS-SCI/SPO Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Continued ...	(b) (4)	HR	(b) (4)	(b) (4)

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: GUARD SERVICES				
	Change Item 2005 to read as follows (amount shown is the obligated amount):				
2005	Armed Guard/TS-SCI Dispatcher Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 2006 to read as follows (amount shown is the obligated amount):				
2006	Armed Guard/TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 2007 to read as follows (amount shown is the obligated amount):				
2007	Armed Guard/Secret or TS/EMT Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 2008 to read as follows (amount shown is the obligated amount):				
2008	Armed Guard/Secret or TS Clerical Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES	(b) (4)	HR	(b) (4)	(b) (4)
	Change Item 2009 to read as follows (amount shown Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
2009	Armed Guard/Secret or TS Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2010 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2010	Unarmed Guard/Secret or TS Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2011 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2011	Program Manager/TS-SCI Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Change Item 2012 to read as follows (amount shown is the obligated amount):	(b) (4)	HR	(b) (4)	(b) (4)
2012	Temporary Additional Services Option II (1 April 2008 through 31 March 2009) Obligated Amount: (b) (4) Product/Service Code: S206 Product/Service Description: GUARD SERVICES		LO	(b) (4)	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
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2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 03/31/2008	4. REQUISITION/PURCHASE REQ. NO. ROSS-08-00027	5. PROJECT NO. (if applicable)
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6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Myron Waddell, 2 (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Myron Waddell, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PARAGON SYSTEMS INC 14160 NEWBROOK DR SUITE 150 CHANTILLY VA 201512297	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-06-C-00045
	10B. DATED (SEE ITEM 11) 03/31/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)	Net Increase:	\$1,172,769.51
NONB008-000-MA-20-01-00-000-02-08-0000-00-00-00-00-GE-OE-25-37-000000		

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 175357672+0000

The purpose of this modification is to provide additional funds for Option I (1 April 2007 through 31 March 2008) in the amount of \$1,172,769.51.

As a result of this modification, the total amount of funds obligated on this contract is increased by \$1,172,769.51 from \$10,405,113.62 to \$11,577,883.13.

FOB: Destination
Period of Performance: 04/01/2007 to 03/31/2008
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Johnnie Lewis-Banks	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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NAME OF OFFEROR OR CONTRACTOR
 PARAGON SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4013	<p>Add Item 4013 as follows:</p> <p>The purpose of this modification is to provide additional funds for Option I (1 April 2007 through 31 March 2008) in the amount of \$1,172,769.51. Obligated Amount: \$1,172,769.51</p> <p>Procurement Contact: (b)(2) (b)(6), Contract Specialist, (b)(2) (b)(6)</p>				1,172,769.51