

Company Name:
Ares Group

Contract Number:
HSCEGI-05-D-F00006 (HSCEGI05DF00006)

Solicitation Number:
HSCEGI-05-R-F00006 (HSCEGI05RF00006)

Requisition/Reference Number:
3PSO-B-05-13 (3PSOB0513)

Latest Modification Processed:
P00011

Period of Performance:
Through 6/30/2007

Services Provided:
Providing armed and unarmed security guard services at Federal buildings in the State of Maryland (MD).

1. THIS CONTRACT ISA RATED ORDER UNDER DPAS (15 CFR 700) Rating PAGE OF PAGES
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2. CONTRACT NUMBER **HSCEGI-05-D-F00006** 3. SOLICITATION NUMBER **HSCEGI-05-R-F00006** 4. TYPE OF SOLICITATION **X NEGOTIATED** 5. DATE ISSUED **Nov 15, 2005** 6. REQUISITION/PURCHASE NUMBER **3PSO-B-05-13**

7. ISSUED BY **Department of Homeland Security
Federal Protective Service
Mellon Independence Center, Suite 4200
701 Market Street, Philadelphia, PA 19106** CODE 8. ADDRESS OFFER TO (If other than Item 7) **ATTN: George Shirley**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 4:00 p.m. Local Time DEC 15, 2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions

10. FOR INFORMATION CALL: A. NAME **George Shirley** B. TELEPHONE (NO COLLECT CALLS) **b2Low** C. E-MAIL ADDRESS **b6**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), at the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52. 232-8)

10 CALENDAR DAYS 1%)	20 CALENDAR DAYS 1%)	30 CALENDAR DAYS 1%)	CALENDAR DAYS (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

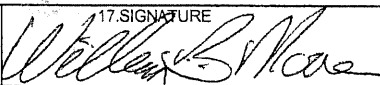
AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: **ARES Group, Inc. (ARES)
dba ARES International Security
8625C Engleside Office Park
Alexandria, VA 22309
703-704-5350 Fax: 703-704-5352**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **William B. Moore
President & CEO**

15B. TELEPHONE NUMBER: Area Code Number Ext.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE: 

18. OFFER DATE: **20 Dec 05**

AWARD (To be completed by Government)

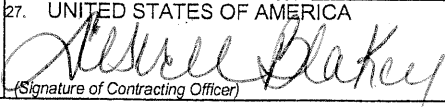
19. ACCEPTED AS TO ITEMS NUMBERED **SEE CONTINUATION** 20. AMOUNT **SEE CONTINUATION** 21. ACCOUNTING AND APPROPRIATION **FUNDING WILL BE PROVIDED ON INDIVIDUAL TASK ORDER**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: U.S.C. 2304(c) () U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) **SEE SECTION C. PARAGRAPH 02.** ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE
**DALLAS FINANCE CENTER
P.O. BOX 561567
DALLAS, TX 75356-1567**

NAME OF CONTRACTING OFFICER (Type or print) **DESIREE BLAKEY** 27. UNITED STATES OF AMERICA  28. AWARD DATE **4/28/06**

Standard Form 33 Continuation

1. In accordance with the ARES Group, Inc. proposal dated 22 December as well as the ARES Confirmation Letter dated March 31, 2006, Items 0001 through 0025 accepted as proposed with estimated performance periods adjusted to run July 01 through the following June 30. The proposed rates and performance period revisions are documented on the attached schedule.
2. All revisions reflected in Amendments 01 through 03 have been incorporated in the conformed contract.
3. All solicitation specific sections have been deleted from the conformed contract.
4. The Estimated value of the Base Year of this Indefinite Quantity Contract is \$9,958,327.05.
5. The Estimated Value of the contract, including all options is \$49,731.852.70.
6. Specific service will be ordered and funding provided on Task Orders issued under this contract.
7. Ares Group Inc. technical and price proposals dated 22 December 2006 are hereby incorporated by reference.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 ARES GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 006437144 Remittance Address: ARES GROUP INC 7501 WISCONSIN AVE 12TH FLOOR BETHESDA MD 20814 Admin Office: Federal Protective Svc. Div. - 3PS 701 Market Street Suite 4200 Philadelphia PA 19106 Mail Invoice To: See Section C, Paragraph 02 FOB: Destination Discount Terms: b2Low Period of Performance: 07/01/2006 to 06/30/2011				
0001	Armed Guard Services, Base Year, 07/01/06 - 06/30/07 Obligated Amount: \$0.00			b4	
0002	Armed Guard Services, Option Year 1, 07/01/07 - 06/30/08 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0003	Armed Guard Services, Option Year 2, 07/01/08 - 06/30/09 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0004	Armed Guard Services, Option Year 3, 07/01/09 - 06/30/10 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0005	Armed Guard Services, Option Year 4, 07/01/10 - 06/30/11 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0006	Unarmed Guard Services, Base Year, 07/01/06 - 06/30/07 Obligated Amount: \$0.00			b4	
0007	Unarmed Guard Services, Option Year 1, 07/01/07 - 06/30/08 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item) Continued ...			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 ARES GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Unarmed Guard Services, Option Year 2, 07/01/08 - 06/30/09 Obligated Amount: \$0.00 Amount: b4 (Option Line Item)			b4	
0009	Unarmed Guard Services, Option Year 3, 07/01/09 - 06/30/10 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0010	Unarmed Guard Services, Option Year 4, 07/01/10 - 06/30/11 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0011	Emergency Armed Guard Services, Base Year, 07/01/06 - 06/30/07 Obligated Amount: \$0.00			b4	
0012	Emergency Armed Guard Services, Option Year 1, 07/01/07 - 06/30/08 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0013	Emergency Armed Guard Services, Option Year 2, 07/01/08 - 06/30/09 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0014	Emergency Armed Guard Services, Option Year 3, 07/01/09 - 06/30/10 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0015	Emergency Armed Guard Services, Option Year 4, 07/01/10 - 06/30/11 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0016	Emergency Unarmed Guard Services, Base Year, 07/01/06 - 06/30/07 Obligated Amount: \$0.00			b4	
0017	Emergency Unarmed Guard Services, Option Year 1, 07/01/07 - 06/30/08 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0018	Emergency Unarmed Guard Services, Option Year 2, Continued ...			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
ARES GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	07/01/08 - 06/30/09 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)				
0019	Emergency Unarmed Guard Services, Option Year 3, 07/01/09 - 06/30/10 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0020	Emergency Unarmed Guard Services, Option Year 4, 07/01/10 - 06/30/11 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0021	Patrol Vehicle Services, Base Year, 07/01/06 - 06/30/07 Obligated Amount: \$0.00			b4	
0022	Patrol Vehicle Services, Option Year 1, 07/01/07 - 06/30/08 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0023	Patrol Vehicle Services, Option Year 2, 07/01/08 - 06/30/09 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0024	Patrol Vehicle Services, Option Year 3, 07/01/09 - 06/30/10 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
0025	Patrol Vehicle Services, Option Year 4, 07/01/10 - 06/30/11 Obligated Amount: \$0.00 Amount: \$ b4 (Option Line Item)			b4	
	Total amount of award: \$49,731,852.70. The obligation for this award is shown in box 20.				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as armed and unarmed guard services and related duties, at Federally owned and leased facilities protected by the Federal Protective Service (FPS), Region 3, in the State of Maryland. In furnishing these services the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the work statement contained herein. Offerors are advised to read the solicitation carefully and in its entirety before preparing their technical and pricing proposals.

02. CONTRACT TYPE

An indefinite delivery/indefinite quantity contract will be awarded under this solicitation. Services shall be furnished via task order against the base contract. The contract(s) shall be fixed price.

03. ESTIMATED QUANTITIES

The estimated annual quantities for providing professional security services under the contract are as follows:

Basic armed guard services:	293,850 hrs.
Basic unarmed guard services:	19,905 hrs.
Emergency armed guard services:	7,000 hrs.
Emergency unarmed guard services:	500 hrs.
Patrol vehicle:	30,000 mi.

Note: Section J, **Exhibit 1** is a listing of locations anticipated for coverage at the time of solicitation. Locations may be added or deleted via modification during the course of the contract.

04. PRICES

A. Pricing Required for All Services and Performance Periods

Offerors must quote prices for all services required during the initial performance period, as well as for each option period, in order to be considered for award. Offerors submitting partial pricing information shall be ineligible for award of the contract.

B. Department of Labor Wage Determination

1. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the applicable U.S. Department of Labor Wage Determination No. 2001-0036, Revision 4, dated 06/02/2005, as contained in Section J, Exhibit 15.

2. The applicable job classifications under this solicitation are: **Guard II Armed Guards and Guard II Unarmed Guards**. These classifications reflect the minimum wage rates that the Contractor must pay to all employees working under the contract. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Option Pricing

1. Offerors shall price the options for the four (4) additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial performance period will apply to the four (4) additional 12-month option periods.

2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current Department of Labor wage determination. The Contractor shall pay all employees covered by Fair Labor Standards Act and Service Contract Act at least the wages and fringe benefits cited on the new wage determination, effective with the start date of the new option period.

3. Option prices will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause. The Contractor must furnish copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

D. Unbalanced Pricing

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

E. Contingency Pricing

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

F. Pricing of Services

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

G. Definitions

1. Basic Services – Basic services are the permanent ongoing services specifically included in the task order at time of award or added through modification. For these services the Contractor shall be compensated using the Basic Services Rates.
2. Emergency Services – During the term of the contract, the Government may have requirements for Temporary Additional Services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the Emergency Services Rates for any Temporary Additional Services performed within 72 hours of the notification to initiate such service. The contractor will be compensated at the Basic Services Rate for any such services performed after the 72-hour notification period has expired.
 - a. In the event other agencies contact the Contractor to request Temporary Additional Services, the Contractor shall notify the FPS Contracting Officer within eight hours of such request.
 - b. The Temporary Additional Services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the Government to provide for those services.

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~~Do Not Remove This Notice.~~

~~Properly Destroy Documents When No Longer Needed~~

3. Patrol Vehicle Services – The Contractor shall provide the Patrol Vehicle Services as set forth in Exhibit 3A herein and shall be paid the rate per mile of vehicle usage listed below.

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

BASIC SERVICES

ARMED GUARD SERVICES * – Quote an hourly price for providing basic armed guard services as described herein:

- 0001 Initial period (07/01/06 – 06/30/07) _____ per hour
- 0002 Option 1 period (07/01/07 – 06/30/08) _____ per hour
- 0003 Option 2 period (07/01/08 – 06/30/09) _____ per hour
- 0004 Option 3 period (07/01/09 – 06/30/10) _____ per hour
- 0005 Option 4 period (07/01/10 – 06/30/11) _____ per hour

UNARMED GUARD SERVICES * – Quote an hourly price for providing basic unarmed guard services as described herein:

- 0006 Initial period (07/01/06 – 06/30/07) _____ per hour
- 0007 Option 1 period (07/01/07 – 06/30/08) _____ per hour
- 0008 Option 2 period (07/01/08 – 06/30/09) _____ per hour
- 0009 Option 3 period (07/01/09 – 06/30/10) _____ per hour
- 0010 Option 4 period (07/01/10 – 06/30/11) _____ per hour

EMERGENCY SERVICES

EMERGENCY ARMED GUARD SERVICES * – Quote an hourly price for providing emergency armed guard services as described herein:

- 0011 Initial period (07/01/06 – 06/30/07) _____ per hour
- 0012 Option 1 period (07/01/07 – 06/30/08) _____ per hour
- 0013 Option 2 period (07/01/08 – 06/30/09) _____ per hour
- 0014 Option 3 period (07/01/09 – 06/30/10) _____ per hour
- 0015 Option 4 period (07/01/10 – 06/30/11) _____ per hour

EMERGENCY UNARMED GUARD SERVICES * – Quote an hourly price for providing emergency unarmed guard services as described herein:

- 0016 Initial period (07/01/06 – 06/30/07) _____ per hour
- 0017 Option 1 period (07/01/07 – 06/30/08) _____ per hour
- 0018 Option 2 period (07/01/08 – 06/30/09) _____ per hour
- 0019 Option 3 period (07/01/09 – 06/30/10) _____ per hour
- 0020 Option 4 period (07/01/10 – 06/30/11) _____ per hour

PATROL VEHICLE SERVICES – Quote a price per mile for providing patrol vehicle services as described herein:

- 0021 Initial period (07/01/06 – 06/30/07) _____ per mile
- 0022 Option 1 period (07/01/07 – 06/30/08) _____ per mile
- 0023 Option 2 period (07/01/08 – 06/30/09) _____ per mile
- 0024 Option 3 period (07/01/09 – 06/30/10) _____ per mile
- 0025 Option 4 period (07/01/10 – 06/30/11) _____ per mile

OFFEROR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

01. INTRODUCTION

A. The Federal Protective Service (FPS) is the entity responsible for the protection of real property, tenants and visitors in most federal buildings. Contract security guards have crucial and highly visible roles in the FPS mission. They are usually the first (and sometimes only) contact visitors have with the 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 the FPS police officers and contract guards. To them, contract guards are the FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their roles, know their duties, and perform their duties courteously and professionally at all times.

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

02. GENERAL STATEMENT OF WORK

A. This contract covers professional security services at Federally owned and leased facilities throughout the **State of Maryland**. The contract is indefinite delivery, indefinite quantity, firm fixed price with economic price adjustment. Contracts for work will be issued using the unit hourly prices established in the base contract. As needs for services change the contracts may be modified accordingly. Except as otherwise stated, the Contractor shall furnish all necessary supervision, productive personnel, clothing, equipment and supplies to perform this work. The Contractor shall provide and successfully complete all services and duties described herein, in accordance with the terms of this contracts, as ordered and required by the Government.

B. The Contractor shall provide all equipment and supplies except as provided by the Government in Section C, Paragraph 8.A.

03. START-UP

A. Contract Start-Up

1. Immediately after award of the contract, and prior to the Contractor's performance at the work site(s), the FPS Contracting Officer (CO) shall request the FPS Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting with the Contractor that will focus on an in-depth review of the contract requirements.
2. During the start up and performance of the contract , the COTR and the Contractor shall meet at least monthly to discuss all relevant contract issues. The Contractor and the COTR shall sign the written minutes of these meetings, which shall be prepared by the Contractor and incorporated into the contract order file. Should the Government not concur with the minutes, the Government shall state in writing to the Contractor any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the minutes in the contract file.
3. The Government will allow a minimum 60-day start-up from time of award of the base contract to initial performance date of the contract(s).

B. Initial Contract Transition

1. 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.
2. 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 employees' 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.
3. For each incumbent guard being hired, the Contractor shall inspect the existing guard folder within ten days of their receipt from the predecessor contractor. The intent of this inspection is to ensure that supporting documentation exists for the data found on the most current CERT Log which will be provided by the Federal Protective Service. The Contractor shall notify the Federal Protective Service of any missing documentation within fifteen calendar days of receiving the guard folder from the predecessor contractor. In the event the missing documentation can not be provided by the Federal Protective Service or predecessor contractor,

all missing documentation shall be replaced by the Contractor within 60 days of notifying the Federal Protective Service of the missing documents.

C. Contractor Obligation to Obtain All Required Licenses and Permits

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

a. Obtain all licenses and permits required for each guard and supervisor to serve as an unarmed guard, armed guard or supervisor as required by Exhibit 1. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. All armed guards shall have a Carry Permit. (Not all locations will permit the storage of firearms so guards must have the ability to travel to and from their duty place with their firearm.)

b. 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. Copies of all insurance certificates must be provided and approved by the CO before the commencement of work. An updated insurance certificate is required for each option period.

c. Maintain current, valid copies of all licenses, permits, and certifications described in this contract. The CO, COR 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 make them available within 24 hours of request by such authorized Government personnel. 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 a copy of the updated record to the Government within 72 hours of request by the CO or COR .

d. 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.

e. Failure by the Contractor to obtain all required licenses, permits, certifications and clearances prior to 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.

2. All U.S. employers are responsible for completion and retention of Form I-9 for each individual they hire for employment in the United States. This includes citizens and non-citizens. On the form, the employer must verify the employment eligibility and identity documents presented by the employee and record the document information on the Form I-9. Acceptable documents are listed on the back of the form, and detailed under "Special Instructions." A copy of the employees' I-9 forms and verification documents shall be placed in the employees' contract folder /certification file. This document will be reviewed as part of the FPS contract guard inspection program.

<http://uscis.gov/graphics/formsfee/forms/i-9.htm>"

D. Contractor Obligation to Obtain Certifications for All Uniformed Guards

1. DHS Contract Guard Qualification Certificate

a. Within 30 days of commencing work on the contract, each uniformed guard (whether productive or supervisory) must possess a valid DHS Contract Guard Qualification Certificate, herein referred to as a certification card. The certification card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a FPS contract security guard (see Paragraphs 9 and 10 for a detailed description of these requirements).

b. The CO or his/her designee will provide the Contractor with an adequate supply of blank certification cards to issue to guards who have met all the hiring, training and testing requirements set forth in this order.

c. The Contractor shall follow the procedures listed below to obtain a certification card for each uniformed employee:

(1) Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the contract eligibility requirements (including medical and psychological/reliability examinations and drug testing);

(2) Submit the suitability package to the COR 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 preliminary adjudication decision.

(3) Schedule required Government-provided training and testing/qualifying with the FPS office and schedule/conduct all other Contractor-provided training requirements. The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

(4) 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 COR for a certification card:

(a) The Contractor shall type the guard's name, company name and FPS Region number on the certification card and the guard must sign the signature block in blue or black ink.

(b) A color photograph 1" x 1," no more than one year old of the guards head and upper shoulders must be attached to card (full name printed on back of certification card).

(5) The Contractor shall return the completed certification card to FPS. FPS will type the date of issuance, stamp TOC, attach photo, place signature on the FPS authorizing signature line and laminate the completed form. 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 card will then be issued to the Contractor. No guard or supervisor shall be permitted to work under the contract without a valid certification card. The certification card shall be worn on the outermost garment of the guard's uniform.

d. The Contractor must return to FPS 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 shall be assessed a \$50.00 deduction for each failure to return the certification card as required. The Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts/contracts. Possession of a certification card does not waive any other contract requirement.

e. The CO shall have the express authority to demand return of the certification card for any contract employee who does not maintain compliance with the contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the contract until such time as he/she comes into full compliance with all qualification/certification criteria.

2. Other Required Certifications

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

b. 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 (See Exhibit 18). 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.

c. The State of Maryland requires a Security Guard Certification card for armed guards. All non-incumbent armed guards hired by the Contractor must have this card before beginning work on this contract.

3. IMPORTANT NOTE: Because the Certification card does not expire

when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/First Aid certification).

04. SERVICES REQUIRED - PRODUCTIVE

A. Order of Precedence

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

- The contract;
- The Guard Post Assignment Record (GSA Form 2580);
- The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- The Contract Guard Information Manual (CGIM) (April 2001 Revision)

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

B. Guard Post Assignment Record (GSA Form 2580)

1. 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 shall not deviate from the duties prescribed in the Form 2580. The COR 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.

2. 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 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.

C. Typical Duties

1. 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. Guard mount time is that time prior to official sign-in on post where the guard prepares to assume assigned duties, such as reading and the post orders and loading and holstering the firearm. Guard mount time is NOT considered part of the official post hours; thus, the Contractor must factor in the cost for guard mount time into the bid prices as this cost will not otherwise be paid for by the Government.

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

- Staff Entrance/Exit Control Posts*
- Staff Roving Control Posts*
- Prepare Reports and Maintain/File Records*
- Monitor and/or Operate Security and Fire Systems*
- Ensure Compliance with Building Rules and Regulations*
- Maintain Physical Security, Law and Order*
- Prevent and/or Detect Unauthorized Access*
- Report Hazardous Conditions*
- Respond to Emergencies*
- Receive and Store Lost and Found Items*
- Control, Issue, and Store Keys*
- Provide Traffic Control*
- Fly the United States Flag*
- Provide Testimony in Official Legal Proceedings*
- Assist in Responding to/Controlling Civil Disturbances*
- Act as Primary Security Response (In outlying locations)*

3. Specific duties and responsibilities associated with each post will be described in the Officer's Duty Book.

D. Work Scheduling Procedures

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

2. All guards shall be in the proper 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.

E. Recording Presence

1. 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 shall 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 shall sign in and out at each post visited.
2. 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.
3. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable 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, shall be used to record all information for every column in the correct manner. The contract employee shall 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.
4. The Contractor shall not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COTR. All such forms will be collected by the COR. If the Contractor removes the GSA Forms 139's without authorization from the post, payment may not be made until all of the original GSA 139's are received by the COTR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more calendar days after being requested by the CO or COTR,, may be referred to the Government's Inspector General for investigation.
5. The CO or COTR may require that the Contractor store the GSA Forms 139 at a location convenient to the COTR and the Contractor.

F. Reporting Man-hours Provided

1. The Contractor shall submit to the COTR, by no later than five (5) working days after the last working day of each previous month, an Excel spreadsheet, or other approved form/spreadsheet, that details the actual work hours performed for each post during the month versus what was required by the contract. The Government shall pay only for services actually rendered by the Contractor.
2. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
3. This report will be used by the Government to verify compliance with the man-hour requirements of the contract; however, the Government reserves the right to use other methods to verify work actually performed (e.g., audits of Forms 139, Inspection Reports, Offense/Incident Reports, etc.) during the month.

G. Relief and Breaks

The Contractor is responsible for complying with all applicable federal, state and local laws regarding employee breaks and relief. Posts specifically described as "roving patrol" or "combination post" do not require replacement personnel when breaks are taken during the roving assignment. All "fixed posts" require relief when breaks are taken. Except for emergencies, supervisors scheduled to perform supervisory duties may not provide relief for productive employees.

H. Limitation on Man-hours to be Provided by Individual Employees

1. No productive guard shall provide more than twelve (12) hours of service on one or more contracts/contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
2. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. The Contractor's estimated overtime costs must be factored into the proposed prices, as they will not otherwise be paid for by the Government after award of the contract.
3. The limitation on hours may be verbally waived by the COTR in emergency situations which are beyond the control of the Contractor (e.g.,

weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).

4. 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 COTR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.

I. Emergencies Declared by the Federal Emergency Management Agency (FEMA)

1. The Contractor shall provide necessary armed or unarmed guard services in connection with FEMA declared emergency situations occurring within the geographical boundaries of this Contract.
2. Such services will generally be classified as Temporary Additional Services and the contractor shall be paid at the emergency services rate to the extent authorized under Section B, paragraph G.2.

J. Reduction in Post

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

05. SERVICES REQUIRED – CONTRACT MANAGER AND SUPERVISORS

A. Contract Manager

1. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the contract. The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of the contract or any other guard contract/contract administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor. The CM shall have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements. The CM must completely understand the operational requirements of this contract, including:

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

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

3. The Contractor shall assign the CM a computer for use under this contract. The Contractor shall be equipped with software, including e-mail, that is capable of communicating with the Government's computer. (For informational purposes, at the time of solicitation FPS is using Microsoft Office.)

4. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task contracts or subcontracts of various types and complexity. As a minimum qualification for assignment to this contract, the CM must have at least three year's experience in successfully managing a project of similar size and complexity.

5. The CM shall be available on site in person during normal working hours (8:00 a.m. to 4:30 p.m.) within 1 hour of request of the CO or COTR to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.

6. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the contract. Additionally, the Contractor shall submit to the CO a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. If the proposed CM does not meet the requirements listed above, the Contractor shall attach a written waiver request which will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this contract. The CO or COTR must approve the proposed CM prior to his/her assignment under

this contract.

7. The Contractor shall factor all costs associated with providing a CM into their proposed prices (e.g., as overhead/G&A), as they will not otherwise be paid for by the Government.

8. Replacement CMs shall possess qualifications equal to or higher than those of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO or the COTR prior to reporting for duty under the contract. It is the responsibility of the Contractor to submit to the Government a suitable replacement. If the Government does not approve the replacement CM, then the Contractor must submit other candidates for the Government's review and approval.

B. Supervisors

1. Supervisors are uniformed individuals who have authority to act for the Contractor on a day-to-day basis at the work site.

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

3. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Supervisor(s) by the date of the first meeting after award of the contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COTR by the time of the first meeting after award of the contract. The proposed supervisor(s) must have the approval of the CO or COTR prior working under the contract.

4. Supervisors shall ensure that productive guards:

- Are properly trained;
- Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
- Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
- Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;

- Possess and display a valid certification card and CPR card at all times while on duty; and
- Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.

5. The Contractor shall provide, at a minimum, the level of supervision stipulated in their management plan. All supervisors shall be required to sign in on a GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs may be used by the Government to ascertain the level of supervision being provided to the guards working under the contract.

6. Replacement Supervisors shall possess qualifications equal to or higher than those of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this contract.

6. SERVICES REQUIRED – RESERVE GUARD FORCE

A. The Contractor shall maintain a reserve guard force of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled employee absences (e.g., due to illness, vacation, or personal emergencies) and natural disasters and other emergencies requiring a surge in the size of the required staffing. All reserve guards must meet the minimum qualification standards for their assigned position as required in this contract before working any post under the contract.

B. The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor should factor the costs for maintaining a reserve guard force into the proposed prices, as they will not otherwise be paid for by the Government after award of the contract.

7. REGULATIONS, HANDBOOKS, AND OTHER APPLICABLE DOCUMENTS

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

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 left unattended in public view, and it shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.

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.

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 will be provided a CD-Rom, or other electronic, version of the CGIM after award of the contract. 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.

08. EQUIPMENT, UNIFORMS AND MATERIALS

A. Use, Accountability, and Care of Government Furnished Property

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

a. 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 COTR.

b. Repair and maintenance of equipment in item (a) above.

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

d. Telephones deemed necessary by the Government for the conduct of official business under the contract. The Contractor shall maintain a log, provided by the Government, of all calls placed on these telephones. See Exhibit 16.

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

f. All Government administrative forms prescribed for use by Contractor employees under the contract.

g. 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 (as available and deemed necessary by the Government).

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

i. WEB Contract Guard Employment Requirements Tracking System (CERT)

(1) The CERT Log is used by FPS personnel to input security officer information into a national data base. It is imperative that the information is correct and current.

(2) The FPS CERT log computer program (Microsoft Excel format) will be provided to the Contractor after award and shall be used by the Contractor to document the fact that their personnel are certified as outlined in the contract. Contractor proposed alternates to the Microsoft Excel format may be approved by the COTR on a case by case basis. The dates listed on the CERT log must match the paperwork in the Contractor employee's folder. The CERT log shall be updated monthly by the Contractor and forwarded to the local FPS representative via e-mail.

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

(4) In conjunction with the CERT log, the Contractor shall organize the employees' information folders in accordance with the format outlined in Exhibit 17, Employee Folder Certification Layout.

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

3. 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.

4. 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. The Contractor's inventory requirements shall be reported in writing to the COTR within 15 days of the date the COTR selects for the inventory.

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

6. 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.

7. 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, 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.

8. 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 24 hours of detection of the malfunction. The malfunctioning equipment shall also be reported to the Control Center/Mega Center Operator.

B. Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site where the Contractor's employees are assigned for duty, the tenant agency will provide the employees with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the contract, whichever comes first.

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

1. The Contractor shall furnish and maintain in acceptable condition, at no cost to contract employees, all items of uniform and equipment necessary to perform work required by the contract, 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.

2. Communications Equipment

a. The Contractor shall provide communications equipment which will enable him to be contacted on a 24 hour basis (See Exhibit 2, Communications Equipment).

b. The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of any radio equipment over FPS approved frequencies. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies.

3. Motorized/Mobile Patrol Equipment

a. See Exhibit 3, Patrol Vehicle Requirements. Vehicles shall be in good 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. In the event a patrol vehicle is temporarily inoperable (due to maintenance work, etc.), the Contractor shall provide an equivalent, fully operational substitute vehicle. The COTR 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 COTR. See Exhibit 3, Patrol Vehicle Requirements.

4. Firearms and Ammunition

a. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their own individually assigned firearm. Firearms shall be issued to each individual and not to the post(s) to which they are assigned. All weapons must be new (not used or refurbished) and the property of the contractor. Personal weapons shall not be used. The firearms shall be .40 caliber, semi-automatic, Smith and Wesson Model 4046 TSW, or equal with the following salient characteristics: firing pin block; sear disconnect; and magazine disconnect. Level 2 holsters shall be provided by the Contractor. 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 and at the Contractor's expense. Firearms shall be inspected and test fired by the Contractor prior to issuance to guards. The Contractor must fire a minimum of 36 rounds through each weapon to ensure they are in sound condition prior to issuing the weapon. Contractors may be required to submit proof that the firearms being issued are not used or refurbished and have been test fired as described above.

b. 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 conditions. Firearms shall always be handled in a safe and prudent

manner. Loading and unloading of ammunition and cleaning of firearms shall take place in designated areas only.

c. The Contractor must be accountable at all times for firearms used on the contract. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COTR will provide an ample supply of the Form 1051.

d. The Contractor shall provide the COTR prior, to the contract start date, a list of the serial numbers of all firearms that will be used on the contract. The Contractor shall keep the list current. The Contractor shall document and forward any changes to the COTR within one (1) week of the change.

e. In the event that a firearm is lost or stolen, the Contractor shall notify the FPS Control Center immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a preliminary detailed report, GSA Form 3155, to the COTR within eight hours of the incident, including the date and time of the incident along with the serial number for the replacement weapon.

f. Ammunition for authorized firearms shall be provided by the Contractor. Each armed contract employee shall be issued 2 clips containing 10 rounds each, 40-caliber 180-grain hydra-shock type ammunition upon entering duty. One clip shall be inserted into the firearm and one round should be chambered before starting duty. The second clip shall be holstered on the duty belt in an approved container.

g. The Contractor shall not store any weapons or ammunition at any of the contract task sites. The Contractor shall insure that his employees secure and carry their weapons in compliance with state and local laws.

5. Uniforms

a. 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.

b. 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 FPS certification card shall be worn over the right breast shirt pocket.

c. The type of uniform to be used on this contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of contract award. The table below shows the standard required uniform components and the minimum quantities of the components:

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	1
Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1
Level II retention holster, firearm (slide on belt type), left/right as required (armed guards/supervisors only)	1
Double pouch speed loader case (armed guards only)	1
Magazines	2
Duty Belt "Keepers"	4
Expandable Police Baton (with holder) (24" maximum)	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

d. Long sleeve shirts shall 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.

e. 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 Contractor is not required to provide shoes but must insure that the employees working are dressed in accordance with the contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COTR.

f. Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

6. Supplementary Equipment

a. 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. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
- 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.

b. 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", personal cell phones 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.

7. Specialized Equipment

In the course of the contract performance, the contractor may be required to provide additional specialized equipment such as alternate weaponry or all-terrain vehicles for specific postings. Terms for providing such items will be negotiated and compensated on a case by case basis.

09. QUALIFICATIONS OF PERSONNEL

A. General Qualifications

1. All of the Contractor's employees shall behave courteously and professionally toward all persons encountered in the performance of their duties, including FPS employees, building tenants, and the general public. The CO and/or COTR 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.

2. To be eligible to perform under this contract, all uniformed guards must meet, to the satisfaction of the COTR, the following requirements:

a. Be a citizen of the United States of America.

b. 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.

Note: The COTR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

c. Be a high school graduate. Substantiating documents must be in the form of a high school diploma, GED equivalency certificate, official transcript or letter from the high school principal or his authorized representative. DD Forms 214 are not recognized as a valid proof of education.

d. 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 under no circumstances shall the Contractor permit a guard who does not have a good command of the English language to work under this contract.

e. Meet *one* of the following experience/education requirements:

- (1) Three years of security experience within the past five years; or
- (2) An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; or
- (3). Three years of military or National Guard (active duty or reserve) experience; or
- (4). Successful completion of Police Officer's Standard Training (POST) course; or
- (5) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees successfully working under the previous incumbent contract who do not meet the above requirements will be eligible to continue working under the contract. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior contract.

B. Special Requirements for Supervisors

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The CO shall have the sole discretion to accept such an alternative. The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. The Contractor shall complete and submit a Key Personnel Resume (Exhibit 12) for each proposed supervisor to the COTR.

C. Medical and Physical Qualifications

The Contractor is responsible for ensuring that all uniformed employees working under the contract meet the medical requirements described below. FPS will not grant any waivers of the medical standards. The Contractor is also responsible

for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense. The Contractor, not FPS, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act (29 U.S.C. 791 et seq.).

D. Essential Job Functions

1. The Contractor shall ensure that all uniformed employees assigned to work under the contract are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees, both current and prospective, are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not FPS, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.

2. Following are the essential job functions for uniformed employees working under the contract:

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

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

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

- d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
- e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

E. Medical Examinations

1. The Contractor shall require all of its employees, who are prospective 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 78 (SF 78). The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the contract. All guards (productive and supervisory) must meet the health certification requirements listed in Exhibit 10.
2. 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 CO or 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 CO or COTR.

3. The following two conditions are automatically disqualifying, and the Government will not permit any individual with any of these conditions to work under the contract:

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

4. 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.

5. 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.

F. **Medical Standards**

1. All uniformed guards must meet the following medical standards:

- a. 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.
- b. 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.
- c. 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.

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

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. Hematology System: Any hematological condition that adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor.

k. 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.

l. 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.

m. 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.

2. Upon the submission of a medical certificate from a licensed physician stating that an employee will not shave because of a skin disorder, he may wear a beard provided that the beard hairs are trimmed symmetrically and do not protrude more than 1/2-inch from the skin surface. The permission to be unshaven is granted only for the duration of the skin disorder. Therefore, the physician's certificate must be updated every 90 days, unless the physician certifies that the skin disorder may last longer than 90 days.

3. 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.

4. 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.

G. Illegal Drug Screening

1. Pre-Employment Screening

a. 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):

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

b. 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>.¹

The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA’s “Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies,” which is accessible via the Internet at:

www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>;

This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor is strongly advised to verify whether the laboratory’s methodology conforms with SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.

c. 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.

d. The presence of a non-negative² reading shall automatically disqualify an applicant from working under this or any other FPS security guard services contract/contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

e. 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 proposed prices. This requirement applies to both new hires and current employees of the incumbent Contractor, should the incumbent

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

² 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.workplace.samhsa.gov/DrugTesting/SpecimenValidityTesting/federalreg.htm>

Contractor be awarded a contract for these services.

2. Government Requested Screening

a. 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 COTR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the 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.

b. 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 CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM shall make arrangements for the test to be conducted as soon as possible and no later than one (1) working day 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.

c. 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 must pay all costs associated with 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 COR 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.

d. 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. 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.

H. Security Clearance Requirements

The Security Clearance requirements for this contract are identified in Exhibit 13. Each Contract employee must, at a minimum, complete the FPS suitability adjudication process described in the paragraph below.

1. FPS Suitability Adjudication

a. 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 a formal suitability adjudication by FPS. All the Contractor's employees shall receive a formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.

b. 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 contract and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following forms for each employee:

- Two (2) completed original Forms FD-258, "Fingerprint Chart"
- One (1) original FPS Form T176, "Statement of Personal History for Contract and Childcare Personnel"
- One (1) legible, signed and completed copy of the U.S. Department of Justice I-9, "Employee Eligibility Verification" form. The I-9 form is to be completed according to the instructions on the form. Supporting documentation must be attached and forwarded to FPS with the security clearance package.

The COTR 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. Upon receipt of the completed, legible forms, FPS will forward the forms to the FBI for evaluation. 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. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from two (2) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is four (4) to six (6) weeks and should plan paperwork submissions accordingly.

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

c. If 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.

d. Once a favorable adjudication has been made by 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 or that it becomes aware of that 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 suitability 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. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the final adjudication date. Paperwork may not be dated more than 60 prior to final adjudication date.

e. 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 current contract. The Contractor shall submit new suitability applications upon expiration of the guards' current suitability clearances.

f. 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.

2. Security Clearance Requirements (Classified Contracts or Posts)

a. Security clearances, if required, will be provided by the Department of Defense (DOD), Defense Industrial Clearance Office (DISCO), the Department of Energy (DOE), Nuclear Regulatory Commission (NRC), as appropriate. Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site.

b. This requirement also pertains to officers of the firm, who for any reason, may visit the work site during the term of the contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employees from DISCO, or receives a final clearance from DOE or NRC.

(1) The Government shall notify the Contractor of the security classification of this contract and the elements thereof, and any subsequent revisions in such security

classifications, by use of the Security Requirements Checklist (DD Form 254), or other written notification.

(2) The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms, which are to be completed for each contract guard employee performing under the contract, as well as other employees of the firm who may, in the performance of this contract, visit the work site.

(3) The Contractor, and all applicable personnel, shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, final facility clearance requirements subsequent to the official award date, and/or at least five days prior to the contract start-up date.

(4) In all areas requiring a DOD security clearance, the Contractor shall comply with the provisions of the Industrial Security Manual for Safeguarding classified information, including all changes. (This publication may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.) Application forms for DOD personnel security clearances shall be obtained from DISCO; for DOE clearances from Personnel Security Branch, Office of Safeguards and Security, Department of Energy, Washington, DC 20555. All applicable forms must be completed by each designated employee. The Contractor shall notify the COTR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas.

I. Contract Guard Grooming Requirements

Grooming requirements are outlined in the Contract Guard Information Manual, April 2001 Revision, Personal Appearance, Page 24 and detailed in FPS Handbook, Chapter 22, part 1, Para 2(B & C). (as stated below)

1. General Requirements

- a. The mass of hair must not interfere with the proper wearing of any official headgear (Cap, Helmets, etc). Mass of hair is defined as the height of hair measured from the scalp to the highest point.

- b. Hair at the front of the scalp line must neither be below the eyebrows nor protrude below the sweatband of any official headgear.
- c. Hair must be clean and neat and contribute to the general good appearance and image of the uniformed personnel.

2. Hair requirements – Female- Security Officers.

- a. When in uniform, different hairstyles may be worn by female security officers provided they conform to the requirements of this Chapter.
- b. The Hair must not extend below the bottom edge of the collar when she is standing.
- c. The hair must not interfere with the proper wearing of any official headgear or with the front of the sweatband in contact with the forehead. All headgear must fit snugly and comfortable around the largest part of the head. Hairstyles that interfere with headgear to be worn in this manner are not allowed.

3. Hair requirements – Male Security Officers.

- a. When in uniform, a male officer's hair must not cover the top of his collar when he is standing.
- b. The face must be clean-shaven except for mustaches and sideburns provided they conform to the standards described in (4) and (5) below.
- c. Upon the submission of a medical certificate from a licensed physician stating that the Security Officer, will not shave because of a skin disorder, he may wear a beard provided that the beard hairs are trimmed symmetrically and do not protrude more than ½ inch from the skin surface. The permission to be unshaven is granted only for the duration of the skin disorder. Therefore, the physician certificate must be updated every 90 days.
- d. Sideburns must be neatly trimmed and end evenly shaven horizontal line. They must not extend below the lowest edge of the ear, nor be wider than 1-1/2 inches at the bottom.
- e. Mustaches are permitted provided they are neatly trimmed and do not extend sideways beyond a vertical line drawn upward

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from the corners of the mouth, nor below a horizontal line drawn
¼ inch below the corners of the mouth, nor above a horizontal
line drawn at the bottom of the nose.

10. TRAINING

A. General Information

1. All uniformed guards must complete the training cited below and pass the required written examination in order to be eligible to work under the contract. Guards who worked under the predecessor contract and who maintain valid certification credentials will not be required to take the training and examination until their existing suitability adjudications expire. Prior to the expiration of their suitability adjudications, those guards must complete the required training and pass the written examination. All newly-hired guards with no prior experience under the predecessor contract or other current FPS security guard service contract must take the following training and pass the written examination prior to working under the contract.

2. The Government will not provide classroom space for Contractor provided training. All Government-provided training and testing for this contract shall be provided at the following location(s):

[To be determined upon award of contract]

3. 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 proposed price, as the Contractor will not otherwise be compensated by the Government for those costs after award of the contract.

4. The CO, COTR, 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 contract. 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.

B. 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 contract , as are required certifications of training for individual employees.

1. Productive Guards

- a. All productive guards working under the contract must take and complete the following training within the time periods specified in the following chart. FPS will provide the Contractor with an electronic (MS Word) version of the Contract Guard Information Manual (CGIM) shortly after award of the contract. 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 or before 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, training equipment, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this contract.

TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 hours		XXX
FPS specific training – 8 hours	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours	XXX	
CPR (yearly) and First Aid (every 3 years) Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Re-qualification (Armed Guards only)		XXX

Annual Expandable Baton (Armed Guards only)		XXX
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b. 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 are transferable to the contract, 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).

c. Annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee’s ability to pass the Federal Law Enforcement Training Center (FLETC) practical pistol course (See 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 re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.

d. 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.

e. The Contractor shall provide each armed guard four (4) hours of training annually in use of the expandable baton. This four-hour block of instruction shall include the use of baton and strikes. Armed guards who participate in the 40-hour bi-annual refresher training shall receive the prescribed eight-hour block of instruction in use of baton at that time in lieu of this four-hour training requirement.

2. Supervisors

a. All uniformed supervisors working under the contract must successfully complete both basic training and supervisory training as shown in the following chart.

TRAINING COURSE AND HOURS.	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		XXX
FPS Specific training – 8 Hours	XXX	
Magnetometer/X-Ray Training – 8 hours	XXX	
CPR (yearly) and First Aid (every 3 years) 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 Re-qualification (Armed Guards only)		XXX
Annual Expandable Baton (Armed Guards only)		XXX

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

c. 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 supervisory training.

d. 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 transferred from other FPS security guard service contracts/contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

e. The Contractor shall provide each supervisor four (4) hours of training annually in use of the expandable baton. This four-hour

block of instruction shall include the use of baton and strikes. Supervisors who participate in the 40-hour bi-annual refresher training shall receive the prescribed eight-hour block of instruction in use of baton at that time in lieu of this four-hour training requirement.

C. **Written Examination**

1. Upon the employees' successful completion of the Basic Training and Recertification Training, the Contractor must schedule with FPS an FPS-administered written examination that will test the employees' familiarity with and understanding of the information contained in the most recent version of 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).
2. 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 FPS contract/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 as a guard under any FPS contract/contract during that one year waiting period.
3. Any contract guard having a break in service of greater than 365 continuous days (i.e.. suspension, call up to active duty status, guard resigns, cheating) regardless of reason will have to retest, and comply with the above paragraphs 1 and 2.

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

D. **Firearms Training and Qualification**

1. The Contractor is responsible for providing 40 hours of firearms training prior to sending their employees to a firing range for the initial range qualification session. Firearms training must be provided by an NRA LE firearms instructor. At least eight (8) but no more than 16 of the 40 hours must 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 200 rounds of ammunition during the course of range training. The cost of ammunition should be factored into the Offering price as it will not otherwise be paid for by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after award of the contract.

2. Any armed guard who has successfully completed a 40 hour firearms course using the .40 caliber weapon under the predecessor FPS contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the employee shall not exempt the employee from the annual range qualification requirements.

3. 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 proposed prices, as they will not otherwise be paid for by the Government after award of the contract.

4. Annual firearms re-qualification does not require specific additional training; rather, it involves the employee's ability to pass the Federal Law Enforcement Training Center 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. The costs of such preparations should be factored into the Offering prices, as they will not otherwise be paid for by the Government after award of the contract.

5. 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 this contract.

6. 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.

- a. To schedule the FPS monitoring, the Contractor shall notify the COTR at least five (5) working days prior to the firearms qualification.
- b. The Contractor shall use the GSA Form 2790, Pistol Qualification Record, to annotate the guards' pistol scores (Exhibit 8B). 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.

7. The Contractor must provide the necessary weapons, targets and ammunition for training and qualifications. Prior to the day of qualification the Contractor shall provide the COTR the names of the guards attempting to qualify and a list of serial numbers of the weapons to be used by each one. The FPS inspector at time of qualification will check to ensure that the weapon used by the guard to qualify is the weapon that was assigned to that employee. Contract guards must have received an acceptable FPS suitability determination before attempting to qualify with firearms. Suitability shall be based upon the FPS Inspector CERTS spreadsheet. The Contractor shall be responsible for all licenses and permits required for weapons during transit between the employees' dispatch point and the qualification range.

8. Contract employees will be permitted no more than two attempts at qualification on a given day. Contract employees failing to qualify in their first two attempts (either two attempts in one day or one attempt on two different days) must wait a minimum of 30 calendar days after the date of their most recent attempt before being allowed to reschedule their qualification. This 30 day period should be used to practice their firearm skills and improve their qualification score. If a Contract employee fails to qualify after four attempts (2 failed attempts; minimum 30 day break; 2 additional failed attempts) the Contract employee must wait a minimum of 6 months from the date of their most recent failure before they will be allowed to reschedule another qualification date. Once again the Contract employee should use this period to practice and improve their score. Any further failures to qualify will result in additional 6 month intervals between qualification rescheduling dates. The Contractor should assist the Contract employee by providing 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. Under no circumstances will the Government permit any guard

who has not re-qualified within one year of his previous qualification to work as an armed guard under this contract. A guard that does not pass any re-qualification test will also not be allowed to work as an armed guard. They may work at an unarmed post until they have re-qualified. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable their employees to annually re-qualify on the practical pistol course.

E. Minimum Age for Firearms Licensing

1. Notwithstanding the minimum age requirement cited in paragraph 9 above, 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.
2. In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this contract.

F. FPS-Specific Training

1. All of the Contractor's employees must receive FPS-specific training no later than 45 days after favorable preliminary adjudication. However, FPS-specific training pertaining to magnetometers and x-ray training must be completed prior to the employee's working a magnetometer or x-ray post. 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 COTR 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.

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

(See Exhibit 7 for the complete syllabus on the FPS-specific Government provided training.)

3. 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.

G. Government-Provided Magnetometer/X-Ray Training

1. 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 up to 8 hours of Government-provided training on the use and handling of the security equipment. This training will be provided at the following locations:

[To be determined upon award of contract]

2. 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.

3. 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.

H. CPR/First Aid Training

1. 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 order. 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. This includes any guards that are certified instructors whose certifications may be valid for more than one year. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g., on "dummies") on resuscitation techniques. If the Contractor is uncertain as to whether a training provider is acceptable, the CO and COTR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

2. 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. Recertification training shall be a minimum of 2.5 hours.

3. Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until one year has passed for CPR or 3 years have passed for First Aid.

4. 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.

5. Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full remuneration to the employee within fifteen (15) days of the employee's completion of the course. The CO shall report violations of this requirement to DOL for investigation and may take contractual action as deemed appropriate.

I. Recertification/Refresher Training

Any guards that carry over from the previous contract that have not had refresher training within the past two years must receive 40 hours of refresher training within 90 calendar days of the start date of the contract (See Exhibit 6). Guards that have had the training within the past two years will be required to complete 40 hours of refresher training at the two-year expiration date of the current certification.

J. Other Special Training

1. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided to the Contractor at such time as the requirement arises.

2. 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. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training if and when training is required.

3. At the Woodlawn location, the Social Security Administration will provide contract guards with on-the-job training in computers. This will be at no additional cost to the Contractor or the Government.

K. Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 10).

L. 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:

[To be determined upon award of contract]

NOTE: Government training may not be scheduled until after award of the contract.

L. Government Provided Training - Failure to Attend

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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).

M. Training Waivers

1. In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO may temporarily waive the time frames in which training and/or testing must be provided before a contract employee can work under the contract. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the 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.

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

11. QUALITY CONTROL

A. Contractor-Provided Quality Control Plan

1. Adequate and consistent quality control by the Contractor is an essential component of successful performance. The Contractor shall develop and adhere to a Quality Control Program which will be accepted by the Government upon award of the contract order. The Contractor's

Quality Control Program shall include, but not be limited to, the following areas:

a. A description of the type, level, and frequency of inspections that will be performed by the Contractor's Quality Control Monitors (not routine inspections performed by Supervisors as part of their normal supervisory duties).

b. 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.

c. 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.

d. 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.

2. 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.

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

4. 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 their performing any inspections under the contract. All changes in appointments shall require the same approval.

5. 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 or on a weekly/monthly/quarterly basis. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.

6. If the Contractor's performance indicates that additional quality control measures must be taken 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. In cases where performance is not acceptable, the CO may request that the Contractor take additional steps to improve both the overall performance on the contract and adherence to their Quality Control Plan, at no additional cost to the Government. The Government will not pay for services that are not acceptable.

7. The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during quarterly 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, up to and including termination for cause.

B. Government-Provided Quality Assurance

1. The Contractor has the primary responsibility for ensuring that all services provided conform to the contract's requirements. However, due to the nature of the services required, the Government will take an active role in verifying the Contractor's performance under this contract.

2. 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 FPS. FPS will follow up as is appropriate with each such report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.

3. FPS works in partnership with client Federal agencies who reimburse 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.

4. The Government may 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 FPS's customer surveys and other agency reviews of the Contractor's performance.

5. 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 COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

12. STANDARDS OF CONDUCT

The Contractor shall be responsible for his employees' performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.

- A. Employee competency is defined as employing individuals who have relevant verifiable security experience, and complete knowledge of their current assignment.
- B. Contractor employees are expected to adhere to their employer's and FPS recognized Standards of Conduct. Each Contractor employee must be held accountable for his/her actions, recognizing that commission or omission of acts that violate these standards shall be incontestable grounds for disciplinary action, including possible removal from the performance of future work on this contract. In addition, the Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect credit on themselves, their employer and the Federal Government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor on the date requested by the Government.
- C. The appearance of each Contractor employee reflects directly on the reputation of the Contractor, and indirectly on the ability of the Federal Protective Service to provide professional security service personnel. The Contractor shall require that each contract employee be well groomed, and in conformance with industry standards of acceptable appearance for professional security employment. These standards shall address personal hygiene, and shall include hairstyle, facial hair, cleanliness, finger- nail length and color.

- D. The contractor shall further ensure that employees not smell offensively; this would include noxious body odor or the excessive use of colognes or perfume. Male and female employees shall have fingernails of a length that will not impede or interfere in the performance of their duty. Nail polish, if worn, shall be of a subdued color.

13. REMOVAL FROM DUTY

- A. The Government may request that the Contractor immediately remove any of his employee(s) from the work site(s) upon determination that such individuals were assigned to duty and subsequently have been disqualified either for suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply with these requests and provide replacement personnel immediately. Disciplinary actions resulting from non-performance or poor performance shall be handled by the Contractor as stated in Section G. The Government retains the right, however, to permanently remove any employee from service under this contract should that employee's performance so warrant. For clarification, a determination that an employee is unfit for duty may be made for, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
2. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at their assigned work sites.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.
5. Theft, vandalism, immoral conduct, or any other criminal actions.
6. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

7. Improper use of official authority or credentials.
 8. Unauthorized use of communication equipment or Government property.
 9. Misuse of weapon(s).
 10. Violation of security procedures or regulations.
 11. Unauthorized post abandonment that would jeopardize the safety or security of personnel or the facility.
 12. Failure to cooperate with Government Officials or local law enforcement authorities during an official investigation.
- B. The Contracting Officer shall make all determinations regarding the removal of any employee(s) from the work site(s). Specific reasons for removal of an employee(s) shall be provided to the Contractor in writing. The COR may make the determination for a guard to be removed immediately, pending the Contracting Officer's determination.

14. CLOSEOUT

As part of the closeout process, the Contractor shall, within 72 hours of the final day of performance, turn all of the incumbent officer training and security records over to the successor contractor . Failure to do so shall result in a 20% withholding of final payment until this action is accomplished.

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Section D – PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

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

02. MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

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

02. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

1. The CO for the contract is: George Shirley, Federal Protective Service (3PSS), Suite 4200, Mellon Independence Center, 701 Market Street, Philadelphia, PA 19106. The telephone number is (215) 521-7824 and the fax number is (215) 521-2169.
2. The CO has the overall responsibility for the administration of the contract. He alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms and conditions; make final decisions on unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding questions or matters under dispute. He may delegate certain other responsibilities to her authorized representatives.
3. Additional Contracting Officers may be assigned, as needed, after award of the contract.

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the contract is:

(To be determined upon award of contract)

2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the contract work. In the event that the COTR is absent or unavailable, another COR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms

and conditions of the contract; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

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

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

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

01. PLACE OF PERFORMANCE

All services provided under this contract shall be performed in Federally owned and leased facilities. These facilities may be located throughout the **State of Maryland**.

02. TERM OF CONTRACT

After award the Contractor shall be given notice to proceed and shall provide all contractual services for a (12) month period, subject to the availability of appropriations, (see the Clause FAR52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984), contained in Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about July 1, 2006. Performance periods shall be as follows:

Initial Period:	07/01/06-06/30/07
Option 1:	07/01/06-06/30/08
Option 2:	07/01/08-06/30/09
Option 3:	07/01/09-06/30/10
Option 4:	07/01/10-06/30/11

03. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for four consecutive periods of 12 months each. (Refer to FAR Clause 52.217-9, entitled, "Option to Extend the Term of the Contract," presented in Section I) The terms and conditions contained in the contract shall apply to each option period exercised. Options shall be exercised upon notification (mailed or otherwise furnished) to the Contractor at least 30 calendar days prior to the expiration of the current contract period. The total duration of the contract, including the exercise of any options, shall not exceed five years and six months. The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of the contract.

04. OPTION TO EXTEND SERVICES

If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this contract. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the

contract expiration date (see FAR clause 52.217-8, “Option to Extend Services” contained in, Section I). It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months. The prices to be paid during the extension period shall be established solely in accordance with FAR clause 52.222-43, “Fair Labor Standards Act and Service Contract Act---Price Adjustment (Multiple Year and Option Contracts)”, contained in, Section I.

05. ORDERING SERVICES

A. Basic Services – Basic services will be ordered through award of a task order against the base contract. The contract and task orders may be modified by the Contracting Officer as requirements change.

B. Temporary Additional Services

1. Funding to cover anticipated use of temporary additional services will be included in the task order at time of award. The Contracting Officer or the COTR may order temporary additional services through written notice to the Contractor.

2. The COTR will track the usage of funding for temporary additional services and provide a monthly report to the Contracting Officer of the orders placed and the balance of funds for temporary additional services remaining on the task order. In the event the Contracting Officer makes a determination that additional funding is needed to cover future requirements for such services, the task order will be modified accordingly.

3. In no case shall the COTR order temporary additional services in excess of the funds remaining on the task order.

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

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

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

07. FAR 52-216-18 – ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2006 through December 31, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

08. FAR 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and/or services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitation on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2011.

09. IDENTIFICATION OF MAXIMUM: The term "maximum" as used in paragraph (b) of FAR 52.216-22 (above) refers to a quantity of services with a total value of **\$20,000,000 per year**.

10. IDENTIFICATION OF MINIMUM: The term "minimum," as used in paragraph (b) of FAR 52.216-22 (above), refers to a quantity of services with a value of at least **\$100,000 per year**. In the event the minimum cannot be met in any year, the contract may be terminated and the Contractor compensated in accordance with the Federal Acquisition Regulations.

11. FAR 52.216-19 - ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

1. Any order for a single item in excess of **\$20,000,000**.
2. Any order for a combination of items in excess of **\$20,000,000**;
3. A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

12. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

01. PAYMENTS

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

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work.

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

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

Any inquiries regarding payment shall be directed to the Contracting Officer.

02. SUBMISSION OF INVOICES

A. Invoices shall be submitted on the first of each month to:

DHS/Federal Protective Service
6401 Security Blvd.
Altimeyer Bldg., Room G-51
Baltimore, MD 21235
Attn: Nancy Hinds

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

C. The following instructions shall be followed when preparing and submitting invoices for payment:

1. Include the following required items on the invoices that are submitted for payment:

- a. Name of Contractor
- b. Invoice Date
- c. Government contract number or other authorization for delivery of goods or services
- d. Contractor invoice number and/or other identifying number agreed o by the contract
- e. Description (include for example, contract line item number), price, and quantity of goods and/or services rendered
- f. Shipping and Payment terms (unless mutually agreed that this information is only required in the contract)
- g. Point of Contact (familiar with invoice), title, and telephone number.
- h. Contractor DUNS number
- i. Other documentation or information required by the contract.

2. Invoices are to be mailed or couriered to the appropriate Federal Protective Service (FPS) Office as indicated above.

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

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

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

B. Performance Related Adjustments

1. The Government desires not only that the Contractor furnish the amount of service required but also that the service be of the highest level of quality. To promote a superior level of quality, the Contractor's performance shall be evaluated using the following criteria:
 - The consistency with which the Contractor furnishes required staffing at each post of duty
 - The consistency with which Contractor employees report for duty with proper uniforms and equipment, including required weapons and required amounts of ammunition
 - The cleanliness and operating condition of the weapons carried by armed guards while on duty
 - The cleanliness, personal grooming and overall appearance of Contractor employees while on duty
 - The degree to which the Contractor keeps training requirements, certifications and related documentation complete, accurate and current
 - The cleanliness, condition and overall appearance of guard posts

- The availability, accuracy and posting of required documents at guard posts
- The frequency with which Contractor employees are observed to be engaged in unauthorized activity at the posts (eating, reading unauthorized material, smoking, etc.)
- The Contractor employees' level of attentiveness and their demonstrated knowledge of post orders

3. Three percent (3%) of the price for services shall be contingent upon the quality of Contractor's performance as evaluated using the criteria in paragraph 2 above. This amount is hereby identified as the "**performance incentive.**" Following a Government-developed Performance Evaluation Plan (see Exhibit 19), an evaluation panel, comprised of Government officials associated with the contract, shall evaluate the Contractor's performance on a quarterly basis using the criteria set forth above. Based upon this evaluation, the Government shall determine how much of the performance incentive is due the Contractor for the previous three months. Adjustments shall be made in the first payment following the quarterly evaluation. (For performance periods of less than one year, performance evaluations may cover a period of fewer than three months.)

4. The Performance Evaluation Plan shall be unilaterally established by the Government based upon the criteria stated in paragraph 2 above and other supplemental criteria. This plan shall be used for the determination of the amount of performance incentive due the Contractor. The plan may incorporate the input of tenant agency as well as FPS personnel in evaluating the quality of Contractor performance.

5. This performance incentive is in addition to any other remedies available under the contract to address the Contractor's failure to perform at an acceptable level.

C. **Contractor Use of GSA Form 139, or Approved Alternate**

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

01. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and local laws in the performance of work under this contract.

02. SECURITY CLEARANCE

The Contractor shall ensure complete compliance with Section C, Paragraph 9.H, (Security Clearance Requirements).

03. CONTRACTOR CHECKLIST OF REPORTING REQUIREMENTS FOR SECURITY SERVICES

TEN (10) DAYS AFTER RECEIPT OF AWARD NOTICE:

Training Plan
Training Schedule

PRIOR TO AN INDIVIDUAL EMPLOYEE'S REPORTING FOR DUTY OR WITHIN FIVE (5) WORKING DAYS BEFORE START DATE OF CONTRACT PERFORMANCE, THE CONTRACTOR SHALL PROVIDE AN EXECUTED CERTIFIED EXHIBIT 11 FOR EACH CONTRACT EMPLOYEE. EACH COMPLETED EXHIBIT 11 MUST ADDRESS THE FOLLOWING INFORMATION:

Standard Form FD258 - FBI Fingerprint Chart.	Picture Identification.
FPS Form T176 Statement of Personal History For Contract and Childcare Personnel	Certificate of current drug test
SF-78-Certificate of Medical Examination.	Proof of Education.
Clearance Identification Card. (If applicable).	First Aid Certification.
Handgun Permit. (Armed Employees).	CPR Certification.
Report of Training Completion. (Contractor).	Clothing Equipment Issue.
Pistol Qualification Record. (Armed Employees).	Supervisor Training (contractor)
Report of Orientation Completion. (Government).	

THREE DAYS AFTER COMPLETION OF TRAINING:

Certificate of Individual Training.

WEEKLY (AS DIRECTED OR REQUIRED BY CONTRACTING OFFICER'S REPRESENTATIVE):

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GSA Form 139 - Record of Time of Arrival and Departure. (When required).
GSA Form 3430 - Building Service Contract Work Report (submitted with GSA-139, one for each post). (When required).

FIVE (5) WEEKS: (and when a change in Work Schedule occurs):
GSA Form 1874. - Work Schedule.

WHEN APPROPRIATE:

GSA Form 1103. - Guard Operations Log.
GSA Form 3155. - Preliminary Investigation Report.

UPON REQUEST:

GSA Form 1051. - Daily Sign In, Sign Out (Weapon Control Record).

These requirements exist at the time of the solicitation; the Contracting Officer's Representative shall notify the Contractor during the term of the contract of any changes in these requirements.

SECTION I – CONTRACT CLAUSES

SERVICE CONTRACT CLAUSES (FIXED PRICE)

01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

I. CLAUSES INCORPORATED BY REFERENCE:

A. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES:

	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1.	52.202-1	Definitions	MAY 01
2.	52.203-3	Gratuities	APR 84
3.	52.203-5	Covenant Against Contingent Fees	APR 84
4.	52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 95
5.	52.203-7	Anti-Kickback Procedures	JUL 95
6.	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JAN 97
7.	52.203-10	Price or Fee Adjustments for Illegal or Improper Activity	JAN 97
8.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 03
9.	52.204-2	Security Requirements	AUG 96
9.	52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 00
10.	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 95
		<i>(Clauses 11 through 14 apply to contracts awarded via Sealed Bidding.)</i>	
11.	52.214-26	Audit and Records - Sealed Bidding	OCT 97
12.	52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 97
13.	52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding	OCT 97

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	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
14.	52.214-29	Order of Precedence – Sealed Bidding	JAN 86
		<i>(Clauses 15 through 23 apply to contracts awarded via Negotiation.)</i>	
15.	52.215-2	Audit and Records - Negotiation	JUN 99
16.	52.215-8	Order of Precedence	OCT 97
17.	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 97
18.	52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 97
19.	52.215-12	Subcontractor Cost or Pricing Data	OCT 97
20.	52.215-15	Pension Adjustment and Asset Reversions	DEC 98
21.	52.215-16	Facilities Capital Cost of Money	JUN 03
22.	52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
23.	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	OCT 97
24.	52.215-19	Notification of Ownership Changes *****	OCT 97
25.	52.219-8	Utilization of Small Business Concerns	OCT 00
26.	52.219-14	Limitations on Subcontracting	DEC 96
27.	52.222-1	Notice to the Government of Labor Disputes	FEB 97
28.	52.222-3	Convict Labor	JUN 03
29.	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 95
30.	52.222-21	Prohibition of Segregated Facilities	FEB 99
31.	52.222-26	Equal Opportunity	APR 02
32.	52.222-36	Affirmative Action for Workers with Disabilities	JUN 98
33.	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01
34.	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 01
35.	52.223-5	Pollution Prevention & Right-to- Know Information	APR 98
36.	52.223-6	Drug-Free Workplace	MAY 01
37.	52.223-10	Waste Reduction Program	AUG 00
38.	52.223-11	Ozone Depleting Substances	MAY 01
39.	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 95
40.	52.223-13	Certification of Toxic Chemical Release Reporting	JUN 03
	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>

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41.	52.223-14	Toxic Chemical Release Reporting (Applies to competitively awarded contracts exceeding \$100,000)	AUG 03
42.	52.225-5	Trade Agreements	OCT 03
43.	52.227-1	Authorization and Consent	JUL 95
44.	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 96
45.	52.227-3	Patent Indemnity	APR 84
46.	52.228-5	Insurance - Work on a Government Installation	JAN 97
47.	52.229-3	Federal, State and Local Taxes	APR 03
48.	52.229-4	Federal, State and Local Taxes (State and Local Adjustments)	APR 03
49.	52.232-1	Payments	APR 84
50.	52.232-8	Discounts for Prompt Payment	FEB 02
51.	52.232-11	Extras	APR 84
52.	52.232-17	Interest	JUN 96
53.	52.232-23	Assignment of Claims	JAN 86
54.	52.232-25	Prompt Payment	OCT 03
55.	52.232-33	Payment by Electronic Funds Transfer –Central Contractor Registration	OCT 03
56.	52.232-36	Payment by Third Party	MAY 99
57.	52.233-1	Disputes JUL 02 Alt I DEC 91	JUL 02
58.	52.233-2	Service of Protest	AUG 96
59.	52.233-3	Protest After Award	AUG 96
60.	52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
61.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 84
62.	52.237-3	Continuity of Services	JAN 91
63.	52.242-13	Bankruptcy	JUL 95
64.	52.243-1	Changes - Fixed Price - Alt I	AUG 87
65.	52.246-25	Limitation of Liability - Services	FEB 97
66.	52.248-1	Value Engineering	FEB 00
67.	52.249-4	Termination for the Convenience of the Government (Services) (Short Form)	APR 84
68.	52.249-8	Default (Fixed Price Supply and Service)	APR 84
69.	52.253-1	Computer Generated Forms	JAN 91
70.	52.232-19	Availability of Funds for the Next Fiscal Year	APR 84
71.	52.204-1	Approval of Contract	DEC 89
72.	52.204-2	Security Requirements	AUG 96
73.	52.215-11	Price Reduction for Defective Cost and Pricing Data – Modifications	OCT 97
74.	52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
75.	52.237-3	Continuity of Services	JAN 91
76.	52.245-1	Property Records	APR 84
77.	52.245-2	Government Property Records (Fixed Price Contracts)	MAY 84
78.	52.245-3	Identification of Government Furnished Property	APR 84

NUMBER

TITLE

DATE

79. 52.245-4

Government Furnished Property (Short Form)

JUN 03

2. Homeland Security Acquisition Regulation Clauses (HSAR)

A. CLAUSES INCORPORATED IN BY REFERENCE

<u>Number</u>	<u>Title</u>
3052.204-70	Security Requirements for Unclassified Information Technology Resources
3052.215-70	Key Personnel or Facilities
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
3052.228-70	Insurance
3052.237-71	Information Technology Systems Access for Contractors
3052.237-72	Contractor Personnel Screening for Unclassified Information Technology Access
3052.242.71	Dissemination of Contract Information
3052.242-72	Contracting Officer's Technical Representative
3052.245-70	Government Property Reports

B. CLAUSES INCORPORATED IN FULL TEXT

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

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

(b) Definitions. As used in this clause:

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

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

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

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

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

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

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

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

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

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and

(v) others similar interests.

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

3. FAR 52.204-1 - APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Gregory D. Rothwell, DHS Chief Procurement Officer, and shall not be binding until so approved.

4. FAR 52.222-41 - SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this clauses other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) **Compensation.**

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives of the employees themselves together with the agency

recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used in on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment of determined under subparagraph (c)(2) of this clause by furnishing equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 5.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.**

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be or any duration longer than semi-monthly.

(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause

may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringes benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rates for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) **Tips.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **Disputes Concerning Labor Standards.** The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (End of clause)

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

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

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<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF BASIC HOURLY RATE AS FRINGE BENEFITS</u>	
Guard 2 (unarmed)	\$ 14.75	Retirement	24.7%
		Health Ins	3.5%
		Life Ins	.5
Guard 2 (armed)	\$14.75	Retirement	24.7%
		Health Ins	3.5%
		Life Ins	.5%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

New Year's Day	Independence Day
Veterans Day	Martin Luther King's Birthday
Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day
Christmas Day	Memorial Day

VACATIONS OR PAID LEAVE AS REQUIRED BY LAW:

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

WAGE DETERMINATION:

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bid/Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached **Wage Determination No. 2001-0036, REV. 4**. This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.

5. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination issued under the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206), current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the minimum rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

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

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

7. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract; provided, that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and one half years. (End of Clause)

8. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

9. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a

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properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

SECTION J – LIST OF ATTACHMENTS

EXHIBIT 1	<u>Post Coverage Schedule – (per order)</u>
EXHIBIT 2	<u>Communication Equipment Requirements</u>
EXHIBIT 3	<u>Patrol Vehicle Requirements – (per order)</u>
EXHIBIT 4	<u>Training Subjects to be Presented to the Contract Guards by the Contractor</u>
EXHIBIT 4A	<u>Contractor’s Certification of Basic Training</u>
EXHIBIT 5	<u>Supervisory Training Subjects to be Presented by the Contractor</u>
EXHIBIT 5A	<u>Contractor’s Certification of Supervisory Training</u>
EXHIBIT 6	<u>Contractor Provided Recertification Training</u>
EXHIBIT 6A	<u>Contractor’s Certification of Recertification Training</u>
EXHIBIT 7	<u>Training Subjects Presented by the Government’s COR to Contract Employees</u>
EXHIBIT 7A	<u>Contractor’s Certification of Government Provided Training</u>
EXHIBIT 8	<u>Contractor-Provided Firearms Training/Certification Practical Pistol Course</u>
EXHIBIT 8A	<u>Contractor’s Certification of Firearms Training</u>
EXHIBIT 8B	<u>GSA Form 2790, Pistol Qualification Record</u>
EXHIBIT 9	<u>Contractor’s Training Schedule and Plan</u>
EXHIBIT 10	<u>Standard Form (SF) 78, Certificate of Medical Examination</u>
EXHIBIT 10A	<u>Medical Standards</u>
EXHIBIT 11	<u>Contractor’s Certification of Contract Employee Eligibility Requirements</u>
EXHIBIT 12	<u>Key Personnel Resume</u>
EXHIBIT 13	<u>Security Clearance Requirements</u>
EXHIBIT 14	<u>Sample Start-Up Plan</u>
EXHIBIT 15	Applicable Department of Labor Wage Determination(s)
EXHIBIT 16	Telephone Log
EXHIBIT 17	Employee Folder Certification Layout
EXHIBIT 18	Domestic Violence Certification
EXHIBIT 19	Performance Evaluation Plan

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Exhibit 1

Post Coverage Schedule

Available by contacting:

**George Shirley: (215) 521-7824
george.shirley@DHS.gov**

EXHIBIT 2

Communication Equipment Requirements

1. As part of the basic contract services furnished at the prices set forth in the Contractor's pricing proposal, the Contractor shall provide a communications system which enables the Contractor's guards at all locations and at all times to:

- Maintain two-way communications with all other guards at that location
- Communicate with Government officials having oversight at that location
- Communicate with local fire, police and medical emergency personnel
- Maintain communication with the Contractor's Project Manager
- Maintain contact with FPS's Regional Control Center (RCC) (Mega-center).

The Contractor is responsible for the performance and maintenance of the system. If the system proposed by the Contractor does not perform as anticipated, it is the responsibility of the Contractor to remedy that situation to the satisfaction of the Government and at no additional cost to the Government. If the Contractor fails to meet the communication requirements of this section, the Contracting Officer may terminate the contract at no cost to the Government or direct the Contractor to provide a communication system at no additional cost.

2. Equipment: At a minimum, the Contractor shall provide, maintain, and supplement, as may be necessary at the sites identified in the solicitation equipment capable of ensuring proper communication throughout the life of the contract. It is the responsibility of the contractor to ensure that all posts and guards have the ability to communicate with each other and the Mega-center on a regular basis and in times of emergency. The Contractor may also be responsible for providing, at no additional costs to the Government, an additional radio or other means of communications, that can be used for guards to communicate with the tenants of a building.

3. Normal, Emergency and Continuous Communications: All units must have the capability of transmitting and receiving clear and concise vocal transmissions within the area covered under the contract. The Contractor must submit a plan for review and approval in the event of a disaster (natural or man made).

*The Contractor shall provide a listing of phones, radio(s) and associated equipment to be used on this contract to the Contracting Officer's Representative (COR) prior to the start of this contract. This list must be updated no less than once a month and an updated list provided to the COR and the Megacenter.

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EXHIBIT 3

Patrol Vehicle Requirements

Current vehicle requirement:

SSA Woodlawn: SUV—midsize
Estimated annual mileage: 9500 miles

EXHIBIT 4

Training Subjects to be Presented to the Contract Guards by the Contractor

IMPORTANT NOTE: THE INSTRUCTOR IS STRONGLY ENCOURAGED TO USE THE FPS CONTRACT GUARD INFORMATION MANUAL (CGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

72 Hours³

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	2	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security.
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

³ The Contractor must present 72 hours of basic training to all students. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 72 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.

EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	2	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.

EXHIBIT 4, continued

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

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance

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while manning a post.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	1	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	2	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	3	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a FPS contract. Emphasis

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on tips for effective report writing.

EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	3	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided an the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	1	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	2	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	2	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM) the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.	2	Instructor (s) will discuss and provide field practice in crowd control and will teach

EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs handcuffing	4	Lecture and hands-on demonstrations of procedures and techniques for persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must

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be placed on loading, unloading and
the safe lowering of a “cocked”
hammer on a live round.

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EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

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

EXHIBIT 4A

Contractor’s Certification of Basic Training

Contract Employee’s Name: _____ SSN: _____ - _____

I hereby certify that the above-named employee has completed basic training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
BASIC TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR’S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 5

Supervisory Training Subjects to be Presented by the Contractor

9 Hours

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

EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

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

EXHIBIT 5A

Contractor’s Certification of Supervisory Training

Contract Employee’s Name: _____ SSN: - -

I hereby certify that the above-named employee has completed supervisory training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
SUPERVISORY TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR’S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 6

Contractor Provided Recertification Training To Be Presented to All Guards

40 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	1	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

¹ The Contractor must present 40 hours of re-certification training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training*. It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.

Any guards that are carried over from the previous contract who have not had refresher training within the past two years must be provided 40 hours of refresher training within 90 days of the start date of the new contract. Guards who have had the required training within the past two years must complete 40 hours of refresher training by the expiration date of their current certification.

EXHIBIT 6, continued

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

objectives will be acceptable.

Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	.5	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	.5	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	.5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	.5	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	.5	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM) Government	.5	Instructor(s) will discuss the relationship between the Contractor and the And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Post Duties (CHAPTER FOUR, CGIM)	.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	.5	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM) proper	.5	Explain the various types of situations guards will respond to. Describe the approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	.5	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	.5	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	.5	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	.5	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on an FPS contract.
Emphasis		on tips for effective report writing.
Special Situations (CHAPTER NINE, CGIM)	.5	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	1	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided an the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	.5	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	1	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	1	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	1	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear t o be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations instruct (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	.5	Instructor will lecture on defining the terms and give concrete examples of the Concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	2	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Use of Handcuffs handcuffing	2	Lecture and hands-on demonstrations of procedures and techniques for persons. All students shall be given the opportunity to affix and remove handcuffs in different “real life” scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard’s firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a “cocked” hammer on a live round.
Review & Examination	2	A 50 question multiple-choice written Examination will be given to determine Knowledge and understanding of the Academic subject matter.

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

EXHIBIT 6A

Contractor's Certification of Recertification Training

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above-named employee has completed basic training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
RE-CERTIFICATION TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 7

Training Subjects Presented by the Government's COR to Contract Employees

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss GSA's jurisdiction within federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required GSA Forms	3	Develop an understanding of the types requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. Instructor(s) will review and discuss the importance of the following forms: a. GSA Form 3155, Preliminary Investigation; b. GSA Form 3157, Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property

Tag;

e. GSA Form 1789, Register of Visitors;

f. GSA Form 139, Arrival and Departures;

G GSA Form 239, Officer and Inspectors Register;

h. GSA Form 435, Guards Hourly Report;

i. Special forms unique to the facility used in the performance of the Contract duties.

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio Communications	1	Instruction will prepare the Contract guard for use of telephones and radio communications techniques will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups. NOTE: For the purpose of this training, fifty (50) minutes will be considered as on (1) hour of instruction.

EXHIBIT 8

Contractor-Provided Firearms Training/Certification Practical Pistol Course

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 Sec.	One shot in 2 seconds, re-holster after each shot (X6).
	2	Standing point shoulder reference Sights (FI) Two handed	DA	6	2	3/2 Sec	Two shots in 3 seconds, come to Combat ready position (weapon below Eye level), bring weapon-to eye level And fire two-shots in 2 seconds (X2)

DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec	One shot in 3 seconds, re-holster after each shot (X5)
				1/RL-6/1		20 Sec	One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speed- loaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.
	2	Standing two hands with sights (FI)	DA	12	2	4 Sec	Two shots in 4 seconds, re-holster after each pair (X2).
				2/RL-2(6)/2		15 Sec	Two shots, unload, reload w/2 rounds

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DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
							(six rounds if speed-loader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.
15 Yds	1	Right/Left side standing And kneeling Barricade	DA	12	3	7 Secs	<p>Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots.</p> <p>Shooter unloads and reloads six rounds in kneeling position, utilizing cover. Shooter then moves to left side standing position.</p> <p>Fire three shots in 25 seconds (20 Seconds if speed-loader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.</p>

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will be OFF the trigger.

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DISTANCE	STAGE	POSITION	MODE	ROUNDS	SHOTS	TIME	DESCRIPTION
25 Yds	1	Right side standing Barricade position	DA	6	3/2/1	8/5/3 Sec	Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in
	5						seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.
25 Yds	2	Left side Standing	DA	6	3/2/1	8/5/3 Sec	Repeat Sequence in Stage 2.

MARKSMANSHIP RATINGS:

210 - 254 Marksman
255 - 284 Sharpshooter
285 - 299 Expert
300 Distinguished Expert

TOTAL ROUNDS: 60
POSSIBLE SCORE: 300
MINIMUM SCORE: 210
TERMINOLOGY:

EMERGENCY RELOAD: The magazine is empty and the slide is locked to the rear. Drop the magazine, insert a fresh magazine, depress the slide stop catch to charge the weapon.

TACTICAL RELOAD: The magazine is almost empty, but one round remains in the chamber. Drop the magazine, insert a fresh magazine, while keeping the target covered.

MAGAZINE EXCHANGE: The weapon is not loaded to capacity. The partial magazine is removed and retained. A fresh magazine is inserted into the magazine well, while keeping the target covered.

EXHIBIT 8A

Contractor’s Certification of Firearms Training

Contract Employee’s Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
FIREARMS TRAINING _____	_____	_____

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) _____ DATE

EXHIBIT 9

Contractor's Training Schedule and Plan

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

Date:

Day/Month:

Time:

From – To:

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

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EXHIBIT 10

Standard Form (SF) 78, Certificate of Medical Examination

RESERVED

ACTUAL COPY OF SF 78
WILL BE MAILED UPON WRITTEN REQUEST
FROM THE CONTRACTOR
TO THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)
AFTER AWARD OF CONTRACT. CONTRACTOR IS
RESPONSIBLE FOR PRINTING COSTS AND
KEEPING ADEQUATE QUANTITIES
OF THE FORM ON HAND.

EXHIBIT 10A

Each Contract employee must attach the following list of potentially disqualifying factors to the SF 78 and present it to the physician conducting the medical examination. The physician shall document all instances where the Contract employee has a potentially disqualifying condition and shall document, for each instance noted, why the Contract employee is in his/her professional opinion qualified to work under the Contract.

Medical Standards

All Contract employees must meet the following medical standards:

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

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

Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.

Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.

Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.

EXHIBIT 10A, continued

Cardiovascular System: The following conditions are disqualifying:

Organic heart disease (compensated or not);

Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic (compensated or not);

Symptomatic peripheral vascular disease and severe varicose veins

Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year is disqualifying.

Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.

Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.

Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

Physical Demands

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

Frequent and prolonged walking, standing, running, sitting, and stooping;

Subdue 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.

EXHIBIT 11

**Contractor's Certification of Contract Employee Eligibility
Requirements**

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above-named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE (Armed Employee Only)	_____
FIREARMS QUALIFICATION CERTIFICATE (Armed Employee Only)	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____
RECERTIFICATION TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)	_____
REFRESHER TRAINING	_____

EXHIBIT 11, Continued

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

This certification shall be completed and submitted to the COR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the contract and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

EXHIBIT 12

Key Personnel Resume

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS: _____

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

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>
-------------	-----------	------------	------------------------	------------------

EDUCATION SUMMARY:

<u>Name/Address</u>	<u>Dates Attended</u>	<u>or Certificate</u>
---------------------	-----------------------	-----------------------

High School:

College/Specialized:

Trade-School(s):

BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.

EXHIBIT 13

Security Clearance Requirements

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret **	_____ X _____	_____
B. Final Secret	_____	_____ X _____
C. DHS Suitability Determination	_____ X _____	_____
<u>PERSONNEL CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret **	_____ X _____	_____
B. Final Secret	_____ X _____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____ X _____
D. Dept. of Energy - "L" (Secret)	_____	_____ X _____
E. N.R.C - "Q" (Top Secret)	_____	_____ X _____
F. N.R.C - "L" (Secret)	_____	_____ X _____
G. DHS Suitability Determination	_____ X _____	_____
H. Other	_____	_____

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

OTHER AGENCIES, ESPECIALLY OTHER LAW ENFORCEMENT OR SECURITY RELATED AGENCIES (i.e., FBI), MAY REQUIRE AN ADDITIONAL BACKGROUND CHECK IN ORDER FOR AN EMPLOYEE TO WORK AT THAT SITE. CONTRACTORS MAY DEAL WITH THESE AGENCIES DIRECTLY REGARDING THE CLEARANCE PROCESS BUT THEY SHALL KEEP THE CONTRACTING OFFICER REPRESENTATIVE (COR) AND THE CONTRACTING OFFICER (CO) INFORMED ABOUT THE STATUS OF THE CLEARANCE PROCESS, INCLUDING BUT NOT LIMITED TO, THE NAMES AND NUMBER OF EMPLOYEES UNDER CONSIDERATION, THE NAME AND NUMBER OF EMPLOYEES CLEARED AND OTHER INFORMATION THAT MAY BE REQUESTED FROM THE COR OR CO CONCERNING THE CLEARANCE PROCESS.

**** A top secret clearance is required for the Joint Field Support Center, Hanover, MD**

EXHIBIT 14

Sample Start-Up Plan

Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
1.	Jane Smith	Receive Contract Award Notice	0 Days	June 30, 1999	June 30, 1999
2.	Jane Smith, Mike Hoch, Ted Williams	Visit/Revisit all Worksites; View Posts/Positions	7 Days	June 30, 1999	July 7, 1999
3.	Jane Smith	Obtain an Assignment of Claims	22 Days	July 1, 1999	July 23, 1999
4.	John Smith	Obtain Insurance; submit proof	10 Days	July 1, 1999	July 10, 1999
5.	Reserved				
6.	Jane Smith	Obtain Line of Credit/Financing	17 Days	July 2, 1999	July 19, 1999
7.	Pete Jones	Establish Electronic Payment Plan; submit proof	21 Days	July 2, 1999	July 23, 1999
8.	Jane Smith	Establish Invoice Sys. For Contract	14 Days	July 2, 1999	July 16, 1999
9.	John Smith	Obtain Permits; submit proof	27 Days	July 2, 1999	July 29, 1999
10.	Jane Smith, Mike Hoch, Ted Williams	1 st Post Award Meeting with CO & COR	0 Days	July 6, 1999	July 6, 1999
11.	Pete Jones	Perform Employee background Checks	20 Days	July 2, 1999	July 22, 1999
12.	Jane Smith	Psychological Testing of Employees; submit proof	25 Days	July 2, 1999	July 27, 1999
13.	John Smith	Evaluate Incumbent Contract Employees	14 Days	July 2, 1999	July 16, 1999
14.	John Smith	Get Uniforms, Equip. & Supplies; Submit proof	27 Days	July 2, 1999	July 29, 1999

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Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
15.	Jane Smith	Hire Qualified Incumbent Employees; submit proof	17 Days	July 2, 1999	July 19, 1999
16.	Pete Jones	Transfer/Hire Additional Required Employees; Submit proof	25 Days	July 2, 1999	July 27, 1999
17.	Jane Smith	Submit Updated Key Personnel Resumes (Supv/Mgr)	14 Days	July 2, 1999	July 16, 1999
18.	John Smith	Submit Staff Training Plan	10 Days	July 2, 1999	July 29, 1999
19.	Jane Smith	Obtain & Submit Clear Employee Fingerprints	10 Days	July 2, 1999	July 12, 1999
20.	Pete Jones	Perform Medical & Drug Exams; submit proof	25 Days	July 2, 1999	July 27, 1999
21.	Jane Smith	Obtain all other Req. Licenses, Permits and Certifications; Submit proof	14 Days	July 2, 1999	July 16, 1999
22.	John Smith	Obtain 2 ea. Employee photos & submit proof	27 Days	July 2, 1999	July 29, 1999
23.	John Smith	Issue staff I.D. Cards, uniforms, accessories, etc.	25 Days	July 2, 1999	July 27, 1999
24.	Sally Jones	Coordinate with incumbent Contractor	14 Days	July 2, 1999	July 16, 1999
25.	Pete Jones	Coordinate with Union (if any)	17 Days	July 2, 1999	July 19, 1999
26.	John Smith	Prepare Contract Managers Office	29 days; ongoing	July 2, 1999	July 31, 1999
27.	John Smith	Obtain & Prepare Req. Vehicles	29 days; ongoing	July 2, 1999	July 31, 1999

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28.	Sally Jones	Coordinate w/ State Govt.	17 Days	July 2, 1999	July 19, 1999
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Contractor Activity Sequence #	Contractor's Responsible Party (Name)	Contractor Activity Description	Contractor Activity Duration	Contractor Planned Starting Date	Contractor Planned Completion
29.	Pete Jones	Coordinate w/ City Govt.	14 Days	July 2, 1999	July 16, 1999
30.	John Smith	Coordinate w/ Suppliers	17 Days	July 2, 1999	July 19, 1999
31.	Sally Jones	Submit staff schedule (posts, hours & personnel)	25 Days	July 2, 1999	July 27, 1999
32.	Jane Smith	Establish & Test Staff Emergency Notification System (dial-up/page/etc.)	14 Days	July 2, 1999	July 16, 1999
33.	Jane Smith, Mike Hoch, Ted Williams	2 nd PostAward Meeting with CO & COR	0 Days	July 11, 1999	July 9, 1999
34.	Jane Smith, Mike Hoch, Ted Williams	3 rd PostAward Meeting with CO & COR	0 Days	August 1, 1999	August 1, 1999
35.	Pete Jones, Sally Jones, Ted Williams	4 th PostAward Meeting with CO & COR	0 Days	September 1, 1999	September 1, 1999
36.	Jane Smith, Mike Hoch, Ted Williams	5 th PostAward Meeting with CO & COR	0 Days	September 15, 1999	September 15, 1999
37.	All Contract Support Staff & Managers	Contract Starts; Begin Required Performance	Through to End of Contract	October 1, 1999	End of Contract
//END//	//SAMPLE//	//SAMPLE//	//SAMPLE//	//SAMPLE//	//END//

If you have questions on this sample format, please refer to instructions in Section L.

The following notes apply to the sample format found in Section J-10:

Note 1: "Submit Proof" (above) means expeditiously submitting valid documentation to the CO and/or COR, proving the success of this particular Contractor pre-performance activity.

Note 2: Sample schedules may not be representative of actual/anticipated activity scheduling.

Note 3: Sample activities may not be all inclusive; other activities may be required for success.

Note 4: Some sample activities may NOT always be appropriate or desirable for all Offerors.

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EXHIBIT 15

(APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATION)

U.S. Department of Labor Wage Determination No. 2001-0036, Revision 4, dated 06/02/2005:

Available by contacting:

**George Shirley: (215) 521-7824
george.shirley@DHS.gov**

With the exception of posts located at the Joint Field Support Center in Hanover, MD, specifically covered under the ITPEU Collective Bargaining Agreement, minimum wage rates and fringe benefits in this contract shall be set in accordance with the attached Collective Bargaining Agreement between Knight Protective Service, Inc. and United Union of Security Guards.

200100364.txt

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2001-0036
Revision No.: 4
Date Of Last Revision: 06/02/2005

State: Maryland
Area: Maryland Statewide

Employed on U.S. Department of Homeland Security contract for armed and unarmed guard services:

Collective Bargaining Agreement between Knight Protective Service, Inc. (KPS) and United Union of Security Guards effective January 1, 2005 through December 31, 2007.

Collective Bargaining Agreement between Knight Protective Service, Incorporated and ITPEU, (AFL-CIO) effective September 1, 2003 through August 31, 2006.

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).

AGREEMENT

Baltimore

PREAMBLE

This Agreement is entered into as of the 1st day of January 2005, by and between Knight Protective Service, Inc. (hereinafter referred to as "Employer" or "Knight") and United Union of Security Guards (hereinafter referred to as the "Union"). The Agreement is effective on January 1, 2005 and continues through December 31, 2007.

ARTICLE I, SCOPE OF AGREEMENT

FILE COPY

Section 1

Except as provided in Section 2 below, the Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all its security guard employees employed at the Employer's following Baltimore, Maryland Federal office building operations, hereinafter referred to collectively as the Employer's Baltimore, Maryland "Federal Contract Site(s)": Fallon Building, Appraisers' Store Building, Edwards Building, City Crescent Building, INS Building, Customs House, SSA Buildings (Benson Avenue, Erdman Avenue, N. Calvert Street, Glen Burnie and Martins Plaza, Owings Mill, Towson and Reisterstown Plaza, Rotunda SSA), Middle River Building, Hollins Ferry, FDA, Rotunda Hearings and Appeals, Rolling Heights, Curtis Bay Depot and the FBI Building.

Section 2 - Exclusions

This Agreement does not cover the following employees and management staff:

- a. Officers and Directors of Employer.
- b. All clerical, all managerial and supervisory staff.

Section 3 - Probationary Employees

Newly hired or rehired employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. During their probationary period, employees may

be subject to discipline or discharge at the discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. All other provisions of this Agreement are applicable to probationary employees, unless otherwise expressly provided.

ARTICLE II, UNION SECURITY AND CHECK-OFF

As a condition of continued employment, employees must, on or before their 31st day of employment either:

- a. Join the Union and remit to the Union on a monthly basis Union dues as duly established by the Union, or
- b. Remit to the Union on a monthly basis a fee equal to eighty percent (80%) of the dues, which reflects the Union's demonstrated costs of bargaining and servicing this contract.

The Employer agrees to deduct such fees and dues from covered employees' wages as required by the Union, provided such deductions are authorized in writing by the employees. The Employer shall make such deductions on a semi-monthly basis and shall remit the amount deducted to the Union by the fifteenth (15th) of the month following the month in which such deductions occur with a report listing the amount deducted by employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or any other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list or notice furnished by the Union.

ARTICLE III, NONDISCRIMINATION

In accordance with the Employer's established policy, the Employer and Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, marital status, disability, or because of

their involvement in or refraining from participating in Union activities except as required by Article II of this Agreement.

ARTICLE IV, MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business, to determine the type of services performed and the manner and means of providing services, to hire, discharge or discipline for cause, lay off, assign, transfer, promote or demote, determine the starting and quitting time and the hours of work, to assign overtime, to establish, discontinue or change operations, procedures, production of work standards, to determine the size of the workforce, to create, eliminate or consolidate job classifications, and to judge employees' performance, skill, ability overall physical fitness, and ability to perform the physical requirements of the job.

Section 2

The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Employer deems necessary. However, such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will provide copies of such rules and regulations, and any changes thereto, to the Union. Any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

Section 3

The list of management rights set forth in this Article is not intended to be nor shall it be construed as a restriction or waiver of any rights of the Employer not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

ARTICLE V, EMPLOYEE CLASSIFICATIONS

Section 1. Full Time/Part Time Employees

An employee shall be classified as "full-time" as soon as the Employer, in its opinion reasonably exercised, determines that the non-probationary employee is reasonably expected to work 1,768 hours or more during a twelve-month period. An employee shall be classified as "part-time" as soon as the Employer, in its opinion reasonably exercised, determines that the non-probationary employee is not reasonably expected to work 1,768 hours or more during a twelve-month period.

Section 2. Temporary Employees

The Employer shall have the right to hire temporary employees, who shall be excluded from the seniority provisions of Article XVI of this Agreement, for a period not to exceed in the aggregate three (3) months when requested to do so by the government in writing and when the employees are so informed at the time of hire. The three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the government.

ARTICLE VI, WORK WEEK AND HOURS OF WORK

Section 1

The work week shall be from 0001 hours Sunday until 2400 hours Saturday, unless changed by the Employer. Wages shall be paid semi-monthly on the 10th and 25th of each month, or on such schedule as is reasonably selected by the Employer. When the pay day falls on a holiday or weekend, wages will be paid on the business day after the holiday or weekend.

Section 2

The hours of work of employees normally shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control (including requirements of GSA). Where the agency contract requirements permit, the Employer shall schedule employees for eight (8) hour shifts whenever possible.

Section 3

Subject to GSA requirements or rules and the Employer's scheduling needs, employees will receive breaks. In addition, employees shall be provided with breaks for emergency purposes as reasonably required, subject to GSA requirements or rules.

Section 4

Overtime pay is to be paid at the rate of one and one-half (1 ½) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Only hours actually worked shall be recognized in determining overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section 5

An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work, the employee shall receive pay for such shift as scheduled to work. It is the responsibility of the employer to make timely notification to employees in the event of changes to posted schedules, as well as, temporary additional services and emergency services. The employee will maintain

effective communications and provide telephone/pager numbers and updates of number changes to employer.

Section 6

Nothing in this Article shall be construed as a guarantee of work, work opportunities or hours, except as expressly provided.

ARTICLE VII, DISCIPLINE

Section 1

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 herein. However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Employer 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 major penalty against the Employer by GSA), insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provision of their care provided that such activities have been approved by the Employee's supervisor. Long distance telephone calls shall not be made at government expense.
- 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 Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Employer.
- E. Theft, vandalism, or criminal actions.
- 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 set forth in Article XXIX.
- G. Improper use of official authority or credentials.
- H. Unauthorized use of communications equipment or Government property.
- I. Misuse of weapon(s) or possession of private firearm on the job.
- J. Violation of Government security procedures or regulations.
- K. Unauthorized post abandonment that would jeopardize the safety or security of personnel or facility.
- L. Failure to cooperate with Government officials, local law enforcement authorities, or the Employer during an official investigation.
- M. Falsification of time records.
- N. Deliberate or grossly negligent conduct causing monetary penalties or invoice deductions to the Employer.
- O. Any other offense of a character equally serious as those above.

Section 2

It shall constitute an offense for an employee to cancel work without providing the Employer with a minimum of eight (8) hours notice, or where eight (8) hours notice is not possible due to documented emergency or other unforeseen circumstances, as much advance notice as reasonably possible. Discipline for such offense shall be as follows:

- a. With respect to the first cancellation without proper notice within a 12-month period, a written reprimand shall be given.
- b. With respect to the second cancellation within a 12-month period, the employee may be suspended for a period of three (3) to five (5) days.
- c. Upon the occurrence of the third cancellation without proper notice within a 12-month period, the employee may be terminated.

Section 3 Government Action.

If the contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Employer agrees to cooperate with the Union by providing it with available information concerning the incident.

Section 4

Any investigatory interview between an employee and Employer 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. After disciplinary action has been taken by the Employer, either the affected employee or an authorized Union officer or steward may request a meeting with an Employer representative at a mutually convenient time. The Employer's failure to comply with this Section shall not by itself affect the discipline imposed.

ARTICLE VIII, GRIEVANCE, ARBITRATION PROCEDURE

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. 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: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's Project Manager within five (5) working days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The Project Manager shall respond in writing to the grievance within five (5) days of his/her receipt of the grievance.

Step 2: If the grievance is not settled at Step 1 or if the Project Manager does not respond within five (5) working days of the step 1 notice, the employee and/or his or her Union representative shall, within five (5) working days of the date the Project Manager responded or the date on which the Project Manager should have responded, whichever is sooner, submit the grievance in writing to the Employer's Area Manager or his/her designee. The Employer's Area Manager shall respond to the grievance within five (5) working days of receipt of the grievance.

Step 3: If the grievance is not settled at Step 2 or if the Area Manager does not respond within five (5) working days, the Union shall, within five (5) working days, present the grievance in writing to the Employer's Director of Human Resources or his/her designee. The Employer's Director of Human Resources or his/her designee shall respond in writing to the grievance within five (5) days. Grievances affecting a class or classes of employees may be initiated by the Union at Step 3.

Step 4: If, after receipt of the Director of Human Resources' response, the grievance is not settled at Step 3, the Union may, within seven (7) working days after the receipt of the Director of Human Resources' response in Step 3, proceed to binding arbitration. Notice that

arbitration is desired must be received by the Employer within seven (7) working days after the union receives the Employer'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 Employer 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.

The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs. The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits 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.

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

The president of the Union or his/her designee shall have access to personnel records necessary to the Union's administration of the Agreement or for use in an arbitration proceeding but must otherwise maintain the confidentiality of all information contained therein.

ARTICLE IX, NO STRIKE AND NO LOCKOUT

The Employer and the Union agree not to cause, permit, or engage in any lockout or work action of its employees/members during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. The Union and the Employer agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations.

ARTICLE X, BULLETIN BOARDS

Subject to government approval, the Employer shall furnish a bulletin board for the exclusive use of the Union. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

ARTICLE XI, STEWARDS

Section 1

The Union shall designate no more than one (1) Steward per shift. An Alternate Steward may be designated if the Steward is not available. The Union shall notify the Employer in writing of the selection of Stewards within ten (10) days of such selections. The

Union agrees to select fully qualified and capable stewards. Qualifications and capabilities of stewards will be provided to the Employer. Subject to GSA rules and requirement, Stewards are authorized to remain on the premises for such reasonable periods as are required to meet their union responsibilities. Stewards may not interview other employees while such employees are on duty. Employees whom a steward or union official wish to interview may remain on the premises for such reasonable period following their shift as will enable the desired interview to take place.

Section 2

Stewards have no authority to call or direct strikes or authorize other economic or work actions against the Employer. Stewards and Union officers shall not interfere with the management of the Employer's business or the work of any employee, but may advise the Employer of any violations of the Agreement.

Section 3

In the absence or unavailability of the steward designated as representing employees on a specific shift or in a specific location, any other available union designated steward may represent unit employees.

ARTICLE XII, COURT APPEARANCES

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement. However, other court, administrative or grievance procedure and/or arbitration appearances shall not be Employer-paid.

ARTICLE XIII, JURY DUTY

The Employer agrees to pay employees called for jury duty their normal full regular pay for a period up to ten (10) work days, less any fees or sums received from the Court, when an employee has met the following conditions:

- a. The employee must notify the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice that he or she is subject to a jury duty call;
- b. The employee must permit the Employer to assist him in seeking to obtain an exemption from jury duty.
- c. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays and holidays, unless such Saturday, Sunday or holiday was the employee's normal work day or for any other day on which the employee is not normally scheduled to work. The employee must provide the Employer with written evidence or notice from the court that he/she performed jury service and of the amount that the employee was compensated for such service.

ARTICLES XIV, LEAVES OF ABSENCE

Section 1 -- Family & Medical Leave

Family and Medical leave shall be provided in accordance with The Family & Medical Leave Act of 1993. Eligible, non-probationary employees will be granted up to twelve (12) weeks of unpaid leave for their own serious illness, for the birth or adoption of a child or the care of a seriously ill child, spouse or parent.

Section 2 -- Extended Family & Medical Leave

An employee who is ineligible for or has exhausted available Family & Medical leave or accrued sick leave, may, at the Employer's sole discretion, be granted unpaid leave on such terms and conditions the Employer deems appropriate. During such leave, the employee shall

not continue to accrue seniority, although all seniority attained prior to the granting of such leave shall be retained.

Section 3 - Personal Leave Without Pay

An employee may request personal leave without pay for family/hardship purposes for a period not to exceed ninety (90) days. It is within the Employer's sole discretion whether such requests will be granted. Seniority shall not accrue during such personal leave. Seniority obtained prior to personal leave shall be maintained.

Section 4 - Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family, the employee will not lose any wages which he or she would otherwise have earned during the next three (3) consecutive calendar days for the period from date of death through the day following burial, and will receive benefits for his or her time lost as specified in Appendix A. For the purpose of this provision, members of the employee's immediate family include: husband, wife, child, parent, grandparent, foster parent, brother or sister. Appropriate documentation of death and family relationship is required.

Section 5 - Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

ARTICLE XV, WEAPONS

The Employer agrees to implement a maintenance program for all Employer owned weapons. Pursuant to this program, all weapons shall be checked, cleaned, and, if necessary, repaired or replaced at least once every thirteen (13) weeks.

ARTICLE XVI, SENIORITY

Section 1 - Seniority Lists

The Employer shall maintain separate seniority lists for all regular full-time and part-time employees. The Employer shall furnish the Union with copies of such lists upon written request.

Section 2 - Scheduled Overtime

a. The Employer reserves the right to offer overtime to employees at its discretion and without regard to seniority in the event that such overtime (i.e., work over 40 hours per work week) is required for reasons including but not limited to, an employee has failed to report for work, an employee has called in sick, or for other unanticipatable reasons or special circumstances.

b. The Employer will in good faith attempt to distribute overtime work as equitably as practical among the employees the Employer reasonably deems qualified to perform the work, giving due regard to seniority where all other factors are equal.

Section 3 - Permanent Position Openings

A permanent position is defined, for purposes of this Agreement, as a position on a specific shift. The parties understand that the Employer may rotate employees among posts on a specific shift. As permanent positions open, notice shall be posted. Employees shall have three (3) days within which to bid. First preference shall be given to the employee, meeting site requirements, with the most seniority, skill, ability, and professional work performance. Skill, ability, and work performance will be measured by job knowledge, punctuality, and responsiveness to schedules. The successful bidder's prior position may then be bid by all qualified candidates. The following opening(s), if any, may then be assigned by the Employer at their discretion without challenge.

Section 4 - Promotions

The Employer reserves the right to promote personnel who, in the Employer's sole judgment, will best serve and fulfill its requirements and standards. If an employee who has been promoted is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements of the new position, the employee may be transferred to the original or a similar position. Time spent as a supervisor shall not count toward the employee's seniority.

Section 5 - Reduction in Force

In the event that the work force shall be reduced for any reason, the employees with the least seniority shall be laid off first. Shift reassignments shall be by bidding. Full time employees may bid to return to a part time position and be transferred to a full time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full time employee may decline recall to a part time position and remain on the recall list.

Section 6 - Layoff and Recall

a. As jobs become available, employees shall be recalled in order of their seniority at the facility, where reasonably deemed qualified by the Employer. Laid off full-time employees shall be recalled to full-time employment as positions become available.

b. In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority which he or she possessed at the time of the layoff except as provided below.

Section 7 - Loss of Seniority

In the event the Employer loses the contract to provide guard services at Union Sites, the Employer will have no obligation with regard to this Section after the termination of its

contract. An employee who quits, resigns, or retires, or is terminated for any reason loses his/her seniority and has no right to recall. An employee who is laid off for reasons other than the Employer's loss of contract to provide services at the Union Sites, will retain his or her seniority for one (1) year.

A laid off employee who is recalled shall be sent notice of recall to the employee's last known home address. It shall be the obligation of the employee to keep the Employer informed of his/her address or changes thereto. If such employee does not respond within five (5) working days of the date on which the Employer's notice was sent, or the employee refuses such offer, the employee will be deemed to have "voluntarily quit", even if the notice is returned as undeliverable. If the employee fails to report within seven (7) working days of his/her response to the Employer, he/she shall be deemed to have voluntarily quit. An employee who has "voluntarily quit" or otherwise been "terminated" has no right to recall.

Section 8 - Shift and Post Reassignments

In the event the Employer determines it is necessary to rotate employees among posts/sites, every reasonable effort, consistent with the Employer's business needs, shall be made to assign employees during the same shift in which they previously worked. The Employer will make every reasonable effort, consistent with the Employer's business needs, to assign employees in such a manner as will not disrupt established child care arrangements as well as family obligations. Assignments are to be made in an unbiased manner and, where the Employer reasonably deems qualifications to be equal, in accordance with seniority to the extent possible.

ARTICLE XVII, VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- a. The employee accepts full-time employment with a competitor of the Employer at the same time while he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.
- b. The employee fails to report for work within two (2) days after the expiration of a leave of absence without a telephone call or other explanation.
- c. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work within two days after he/she is medically able to return to work.
- d. The employee fails to report for work for two (2) consecutive days without telephoning or otherwise notifying the Employer, except where failure to so communicate is the result of emergency circumstances.
- e. The employee fails to respond within five (5) days of the Employer sending a notice of recall.

ARTICLE XVIII, TRAINING AND RE-QUALIFICATION

Section 1

The Employer agrees to pay employees who are required to re-qualify with a weapon on a firing range for up to two (2) hours at the employee's normal hourly rate of pay, and one-half (½) hours for travel to and from the range facility at the employee's normal hourly rate of pay.

Section 2

The Employer will attempt to schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons certification. The Employer shall afford to employees the opportunity to have at least one practice session prior to any formal requalification test. All qualification and requalification procedures shall be conducted in

accordance with GSA guidelines and procedures. Subject to GSA guidelines and procedures, the employee shall be given two (2) opportunities to qualify prior to the expiration date of his or her weapons certification. If the employee is unable to re-qualify prior to the expiration of his or her weapons certification or fails to pass a range qualification test twice before such time, the employee shall be laid off without pay for a maximum of forty-five (45) days. Such employee shall be reinstated after re-qualifying. An employee laid off pursuant to this provision shall not accrue seniority or fringe benefits during his or her period of layoff. If the person does not re-qualify after the forty-five (45) day suspension period, such action will be considered as a voluntary quit.

Section 3

If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended. If the employee does not satisfactorily pass his or her physical within the period of time specified above, the employee shall be suspended until such time as the employee is administered the examination. Subject to GSA requirements and rules, the employee shall have two opportunities to pass the physical examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated. Failure to maintain physical fitness standards, as established by the employer, shall also result in employee termination. Failure to pass or refusal to take an alcohol or drug test shall be treated in accordance with Article XXIX, Section 3.

Section 4

If an employee does not successfully complete his or her government-required GSA, first aid and/or CPR examination prior to the time by which such examination(s) must be taken

and passed, the employee shall be laid off as in Section 2 above. If the employee does not satisfactorily pass his or her first aid and/or CPR examination within the period of time specified above, the employee shall be placed on lay-off status until such time as the employee is administered the examination(s) and passes same. The employee shall have two opportunities to pass the first aid and/or CPR examination. If the employee fails to do so or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated.

Section 5

The employer shall provide employees, at least 100 days prior to expiration of their Maryland State handgun permit, such forms as are required by the State of Maryland for the renewal of such permit. Employees are expected to return such forms, including the range qualification form, completed together with any necessary photographs, fingerprint specimens, and fees within ten (10) days thereafter. The employer shall promptly submit the completed forms, photographs, fingerprint specimens, and fees to the appropriate state agency. If the employee does not submit to the employer the completed forms, photographs, fingerprint specimens, and fees within the aforementioned period and, as a result of the employee's delay, the employee's permit lapses, the employee shall be suspended without pay until the permit is received. Notwithstanding the foregoing, if the employee fails to provide the completed forms, photographs and fingerprint specimens within thirty (30) days of his/her receipt of the forms from the employer, the employee shall be deemed to have quit voluntarily.

ARTICLE XIX, UNIFORMS

Section 1

The Employer shall provide at no cost to all new employees those items listed in Knight's General Service Administration guard service contract for the Union Sites.

The Employer agrees to pay each employee for uniform maintenance and replacement as stipulated in Appendix A. Employees must purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the employee's pay.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred.

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

ARTICLE XX, SUCCESSORS

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessee executes a contract or transaction as herein described.

ARTICLE XXI, SUBCONTRACTING

For the purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees to provide the Union with two or more weeks notice prior to subcontracting, or transferring to non-bargaining unit employees, any of the work or services of the kind, nature or type presently or hereafter performed or provided by the employees covered by the Agreement. In the event the need to subcontract or transfer work shall arise less the two (2) weeks before such subcontracting or transfer is expected to take effect, the Employer shall give as much notice as is reasonably possible. Supervisory personnel may, without prior notice, be temporarily assigned to cover unit work where deemed necessary by the Employer. In no event shall such temporary assignment(s) exceed sixty (60) days per supervisor in any year. The foregoing limitation on assignment of unit work to supervisors shall not apply to unit work performed by a supervisor where: (i) such work is a part of the supervisor's normal day-to-day duties in staffing a post; or (ii) the supervisor replaces a unit employee who is absent from his assigned post; or (3) the supervisor performs unit work requiring specialized skills, qualifications or training if no unit members are qualified and available.

ARTICLE XXII, HOLIDAYS

Section 1

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that day). Holiday benefits shall be paid as specified in Appendix A provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Martin Luther King's Birthday

Section 2

An employee who is required to work on a holiday shall receive holiday pay in addition to his or her regular wage.

ARTICLE XXIII, VACATION

Section 1

Employees covered by this Agreement shall receive vacation benefits as specified in Appendix A.

Section 2

Vacations may be scheduled any time during the year with the Employer. Employees requesting vacation must notify the Employer thirty (30) days in advance of the start date of the vacation.

Vacation requests must be submitted on Employer approved request forms. No more than four percent (4%) of the work force may be on vacation at any time. Conflicts in vacation scheduling shall be resolved on the basis of the employees' seniority.

ARTICLE XXIV, ABSENCE DUE TO ILLNESS & SICK PAY

Section 1

Employees shall accrue sick pay as specified in Appendix A. The accrual of sick pay is based upon sick pay accrued by the employee, without break in service, from Knight's predecessor(s), if any, Knight and any successor to Knight at the Union sites.

Section 2 -- Limit On Accrual Of Sick Pay

Effective August 1, 1996, employees shall not be permitted to accrue additional sick pay in excess of eighty (80) hours. Employees who have accrued more than eighty (80) hours of sick pay as of August 1, 1996: (i) shall not lose any sick pay accrued in excess of eighty (80) hours; (ii) shall not accrue any additional sick pay until their accrued sick pay is less than

eighty (80) hours; and (iii) thereafter they shall accrue a maximum of eighty (80) hours of sick pay.

Section 3 -- When Sick Pay Is Payable

Sick days may be taken when an employee is unable to perform the functions of his/her position because of illness or injury. Sick pay shall be payable when the Employer is in receipt of a physician's statement supporting the employee's absence.

Section 4 -- Notice Of Absence

An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so will result in discipline in accordance with Article VII above, and in the denial of sick pay.

Section 5 -- Medical Certification

An employee who is absent due to illness or injury seeking sick pay shall be required to provide to the Employer a physician's statement supporting the employee's absence. An employee who is absent due to illness or injury for more than three (3) consecutive work days shall be required to provide to the Employer a physician's statement supporting and certifying that the employee is able to return to work on the day of returning to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion. If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a mutually-agreed upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by

this Article, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and will be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, if required or reasonably requested under this Article, will not be permitted to return to work until such documentation is provided.

Section 6

Where an employee takes leave pursuant to the Employer's Family & Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that Policy.

ARTICLE XXV, HEALTH AND WELFARE

Section 1

The Employer agrees to become and remain a participating employer in the Security Workers Health and Welfare Fund (hereinafter "Health and Welfare Fund") as set out in the Appendix, subject to the Employer's right to reopen the Agreement as set forth in Section 2.

Section 2

(a) The Employer agrees to provide the Health and Welfare Fund with monthly remittance reports containing such information, in such manner, and on such forms as may be required by the Trustees of the Fund.

(b) Contributions and remittance reports shall be delivered to the Health and Welfare Fund on or before the 15th day of each month for the preceding month.

Section 3

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Health and Welfare Fund ("Trust Agreement") as it may be from time to time amended. The Employer further agrees to be bound by the terms of the

Health and Welfare Plan and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by the Trust Agreement.

ARTICLE XXVI, PENSION FUND

Section 1

The Employer agrees to become and remain a participating employer in the Security Workers Severance and Retirement Fund (hereinafter "Severance and Retirement Fund") for the duration of this Agreement, as set out in the Appendix.

Section 2

(a) The Employer agrees to provide the Severance and Retirement Fund with monthly remittance reports containing such information, in such manner, and on such forms as may be required by the Trustees of the Fund.

(b) Contributions and remittance reports shall be delivered to the Severance and Retirement Fund on or before the 15th day of each month for the preceding month.

Section 3

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Severance and Retirement Fund ("Trust Agreement") as it may be from time to time amended. The Employer further agrees to be bound by the terms of the Severance and Retirement Fund and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by the Trust Agreement.

ARTICLE XXVII, VACATION FUND

Section 1

The Employer agrees to become and remain a participating employer in the Security Workers Vacation Fund (hereinafter "Vacation Fund") for the duration of this Agreement, as set out in Appendix A.

Section 2

(a) The Employer agrees to provide the Vacation Fund with monthly remittance reports containing such information, in such manner, and on such forms as may be required by the Trustees of the Fund.

(b) Contributions and remittance reports shall be delivered to the Vacation Fund on or before the 15th day of each month for the preceding month.

Section 3

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Vacation Fund ("Trust Agreement") as it may be from time to time amended. The Employer further agrees to be bound by the terms of the Vacation Fund and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by the Trust Agreement.

ARTICLE XXVIII, WAGES

The Employer agrees to pay employees at the rate set forth in Appendix A.

ARTICLE XXIX, DRUG AND ALCOHOL POLICY

Section 1. Policy

The parties recognize that, in the security business, the use of controlled substances or alcohol which cause intoxication or impairment on-the-job poses risks to the Employer, the affected employee and his co-workers and the public. An employee cannot perform his or her work adequately if he or she is under the influence of illegal drugs or alcohol and an employee under the influence of drugs or alcohol also presents a danger to himself or herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raises serious

questions concerning the competency to perform security work and is grounds for revocation of his or her firearms permit.

It is Knight's policy to maintain a drug-free and alcohol free work place. Accordingly, the unlawful use, possession, sale or transfer of illegal drugs or mind altering substances is strictly prohibited, as is the consumption of any alcoholic beverage while on duty. Reporting for work or being on duty while under the influence of alcohol, illegal drugs or any mind altering substance is strictly prohibited. For the purpose of this policy, the workplace includes all Employer facilities and property, vehicles used in the course of work, and any location at which an employee is performing work for the Employer.

Section 2. Prescription Medications

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

Section 3. Disciplinary Action

Compliance with the Alcohol and Drug Abuse Policy is a condition of continued employment. Violation of this policy subjects an employee to immediate termination pursuant to Article VII, Section 2.

Section 4. Alcohol And Drug Testing Program

All employees will participate in the Employer's Alcohol and Drug Testing Program. Testing may occur prior to employment, where there is reasonable suspicion of alcohol or drug use, when a work-related accident occurs, or on a random basis. A "positive" test will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test and will also be grounds for termination.

a. A "drug" is any controlled substance listed on Schedules I-V of 21 C.F.R., Section 1308.

b. A "positive test result" means, with respect to alcohol testing, that a test performed: (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .05% or more; (ii) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .05%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .05% or more during a restricted period; or (iii), with respect to drug testing, on a urine specimen provided by the employee detected any amount of a drug.

Section 5. Testing Methodology For Urine Specimens And Laboratory Certification.

a. Methodology. Testing of specimens shall be in conformity with the requirements of the Maryland Drug Testing Law.

b. Laboratory Certification. Any specimen collected pursuant to this Article will be tested by a laboratory certified in conformity with the Maryland Drug Testing Law.

Section 6. Criminal Convictions

Employees convicted of violating a criminal drug statute, whether the violation occurred on or off duty, are subject to termination. Pursuant to the federal Drug-Free Workplace Act, employees are required to notify the Employer immediately, and in no event more than five (5) calendar days, after a conviction for a violation of any criminal drug statute which occurred in the workplace.

ARTICLE XXX

MISCELLANEOUS

Section 1

The Employer shall not lower any standards of wages or conditions of employment explicitly provided for in this Agreement without the written consent of the Union.

The Union agrees to cooperate with the Employer in all matters required by the Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities which the Government may exercise. The Union agrees that any actions taken by the Employer pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action which the Government directs or requires the Employer 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 will discuss with the Union the effects of that action.

Section 2 -- Failure to Meet Company Standard(s)

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the government. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held responsible and accountable for their duties, functions and job requirements. Deviation from or failure to meet this standard will result in disciplinary action pursuant to the provisions of Article VII.

Section 3

It is the employee's responsibility to provide the Employer with thirty (30) days written notice prior to the expiration of any permits, clearances or other qualifications required by the State of Maryland or the federal government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances. Forms for the reporting of such information will be available from the Project Manager or a designated supervisor(s).

Section 4

Union representatives shall not conduct Union-related business with any employee during the time the employee is on duty, nor shall any employee conduct Union-related business during the time he/she is on duty without permission. Except as authorized by the Employer, client property, equipment and office facilities shall not be used to conduct any form of Union-related business.

ARTICLE XXXI, SEPARABILITY AND SAVINGS CLAUSE

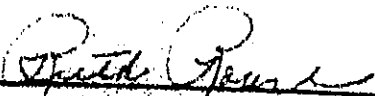
If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. Except in instances involving wages, hours, or fringe benefits, if the Parties do not agree on a mutually satisfactory replacement within a period of six (6) months from the date the provision is held invalid, either Party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XXXII, DURATION OF AGREEMENT


Except as otherwise provided in this Article and Appendix A, this Agreement shall be in full force and effect from January 1, 2005 and shall remain in effect until (and including)

December 31, 2007. With respect to wages and fringe benefits (including health and welfare and pension contributions, sick leave, vacations and holidays) the applicable provisions of the Agreement shall take effect as specified in the attached Appendix.

UNITED UNION OF SECURITY GUARDS

By: 
Ruth Rouse, President

KNIGHT PROTECTIVE SERVICE, INC.

By: 
Macon Sims, Jr. - President & CEO

APPENDIX A

ARTICLE XXXIII, BEREAVEMENT

As of the effective date of this Agreement, the Employer agrees to pay each employee bereavement leave at the rate of four (4) hours per day for part time employees and eight (8) hours per day for full time employees.

ARTICLE XXXIV, UNIFORMS

As of the effective date of this Agreement, the Employer agrees to pay \$.41 per hour for each hour worked at the Contract Site by an employee covered by this Agreement, not to exceed forty (40) hours in any workweek, for uniform maintenance and replacement. Effective December 1, 2005, the rate shall be \$.45. Effective December 1, 2006, the rate shall be \$.47. Effective December 1, 2007, the rate shall be \$.49.

ARTICLE XXXV, HOLIDAYS

Section 1

Holiday pay will be disbursed a maximum of two weeks after the holiday(s) occurs. It will be paid in accordance with the following schedule which is based on the total number of hours the employee worked during the two week pay period in which each holiday occurred.

<u>Hours employees worked in Holiday Pay Period</u>	<u>Authorized Holiday Pay Hours</u>
71-80	8
61-70	7
51-60	6
41-50	5
31-40	4
21-30	3
11-20	2
0-10	1

ARTICLE XXXVI, VACATION

Section 1

During the term of this Agreement, all employees covered by this Agreement shall earn vacation leave and pay in accordance with the following schedule. Accrual of vacation leave and pay is based upon vacation earned by the employee, without break in service, for Knight's predecessor(s), if any, at the Union sites.

(a) 1.34 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1768 hours worked, whichever is less, after one (1) year or more of service, without break in service with Knight's predecessor(s), if any, at the Contract sites.

(b) 2.69 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1768 hours worked, whichever is less, after two (2) years or more of service, without break in service, with Knight's predecessor(s), if any, at the Contract sites.

(c) 4.04 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1768 hours worked, whichever is less, after six (6) years or more of service, without break in service, with Knight's predecessor(s), if any, at the Contract sites.

(d) 5.40 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1768 hours worked, whichever is less, after fifteen (15) years or more of service, without break in service, with Knight's predecessor(s), if any, at the Contract sites.

Section 2.

Vacation pay shall be paid by the Union Fund.

ARTICLE XXXVII SICK LEAVE

Section 1

As of the effective date of this Agreement, subject to Section 2 of Article XXIV of this Agreement, all employees covered by this Agreement shall earn sick leave benefits at the rate of 1.62 minutes per hour for all hours worked in their current anniversary year or up to a

maximum of 1768 hours, whichever is less. An employee will be paid sick leave benefits for the hours the employee is regularly scheduled to work in a given day; however, for any given day, authorized sick leave will not be paid for less than four (4) or more than eight (8) hours.

ARTICLE XXXVIII, HEALTH AND WELFARE

Section 1

As of the effective date of this Agreement, the Employer agrees to contribute to the Health & Welfare Fund \$3.20 per hour worked for each hour worked at the Contract Site by an employee covered by this Agreement, not to exceed forty (40) hours in any workweek.

Effective December 1, 2005, the contribution rate shall be \$3.50. Effective December 1, 2006, the rate shall be \$3.60. Effective December 1, 2007, the contribution rate shall be \$3.70.

Section 2

In the event that the Security Workers Health and Welfare Benefit Fund's consultants determine that the level of benefits being provided initially under this Agreement can be provided in any period following the effective date of this Agreement for less money than the scheduled contribution rates, the parties agree that this Agreement may be reopened for the sole purpose of determining whether there shall be an adjustment in the mix of fringe benefit contributions. The aggregate amount of such fringe benefit contributions shall not be increased.

ARTICLE XXXIX, PENSION FUND

Section 1

As of the effective date of this Agreement, the Employer agrees to contribute to the Security Workers Severance and Retirement Fund, consistent with Section 1 Article XXVI of this Agreement, \$.60 for each hour worked at the Contract Site by an employee covered by this Agreement, not to exceed forty (40) hours in any workweek. Effective December 1, 2005,

the contribution rate shall be \$.65. Effective December 1, 2006, the contribution rate shall be \$.67. Effective December 1, 2007, the contribution rate shall be \$.69.

ARTICLE XXXX, VACATION FUND

Section 1

As of the effective date of this Agreement, the Employer agrees to contribute to the Security Workers Vacation Fund, consistent with Section 1 of Article XXIII of this Agreement, \$1.34 for each hour worked at the Contract Site by an employee covered by this Agreement, not to exceed forty (40) hours in any workweek. Effective December 1, 2005, the contribution rate shall be \$1.38. Effective December 1, 2006, the contribution rate shall be \$1.42. Effective December 1, 2007, the contribution rate shall be \$1.46.

ARTICLE XXXXI, WAGES

As of the effective date of this Agreement, the Employer agrees to pay employees at the following hourly rates:

Security Guards (Armed)	\$16.18
Security Guards (Unarmed)	\$12.40

Effective December 1, 2005, the Employer agrees to pay employees at the following hourly rates:

Security Guards (Armed)	\$17.50
Security Guards (Unarmed)	\$14.00

Effective December 1, 2006, the Employer agrees to pay employees at the following hourly rates:

Security Guards (Armed)	\$18.02
Security Guards (Unarmed)	\$14.42

Effective December 1, 2007, the Employer agrees to pay employees at the following hourly rates:

Security Guards (Armed)	\$18.56
Security Guards (Unarmed)	\$14.85

UNITED UNION OF SECURITY GUARDS

By: Ruthie Rios

KNIGHT PROTECTIVE SERVICE, INC.

By: Mason

SHULMAN ROGERS GANDAL PORDY & ECKER, P.A.

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Donald R. Rogers
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David E. Williams
Lawrence Eisenberg
Deborah L. Moran
Michelle L. Lazerow
Karen M. Doherty
Mimi L. Meyer
Honorary and D.C. counsel only
+ Virginia also
+ Maryland only
+ D.C. only
+ Retired
+ Federal practice only

Writer's Direct Dial Number

(301) 230-1990
jsommer@srge.com

September 24, 2003

By Federal Express

Ms. Sandra King
ITPEU
1325 Massachusetts Avenue, N.W.
Suite 310
Washington, D.C. 20005

Re: Knight Protective Service, Inc. - Hanover Agreement

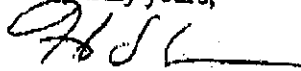
Dear Sandy:

Enclosed find a new collective bargaining agreement for the above-referenced bargaining unit covering the period September 1, 2003 through August 31, 2006. The only change from the prior agreement is the inclusion of a wage rate for unarmed security guards.

Please sign the agreement and return it to me at your earliest convenience. I will forward a fully-signed copy to you for your records.

Should you have any questions, please feel free to contact me.

Very truly yours,



Fred S. Sommer

cc: Ms. Donna Snowden (by fax) (w/out encl.)

11921 Rockville Pike, Rockville, Maryland 20852-2743 • Tel (301) 230-5200 • Fax: (301) 230-2891
Washington, D.C. Office: (202) 872-0400 • Greenbelt, Maryland Office: (301) 699-9883 • Tysons Corner, Virginia Office: (703) 684-5200
E-mail: lawfirm@srge.com • Internet: www.shulmanrogers.com • TDD: (301) 230-6570

received
6-25-04

LAW FIRM
SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.

WASHINGTON OFFICE

(202) 872-0400

11921 ROCKVILLE PIKE, SUITE 300
ROCKVILLE, MARYLAND 20852-2743
(301) 230-5200

VIRGINIA OFFICE

(703) 684-5200

FACSIMILE # (301) 230-2891

CONFIRMATION # (301) 230-1990

FACSIMILE MESSAGE -- PLEASE DELIVER PROMPTLY

September 24, 2003

TO: Name: Ms. Donna Snowden
Firm: Knight Protective Service, Inc.
Fax Number: 301/350-6272
Confirmation Number: 301/808-4669

FROM: Name: Fred S. Sommer, Esquire
Phone No.: (301) 230-1990
No. of Pages (including cover): 2
Client/Matter No.: 043184.00002

MESSAGE:

Privileged and Confidential

Please see attached.

THE INFORMATION IN THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

ORIGINAL TO BE MAILED? _____

VERBAL CONFIRMATION REQUESTED? _____

_____ YES _____ NO
_____ YES _____ NO

RETURN TO: F. SOMMER

PREAMBLE

THIS AGREEMENT is entered into by and between KNIGHT PROTECTIVE SERVICE, INC., hereinafter referred to as the "Company", and ITPEU, (AFL-CIO), hereinafter referred to as the "Union", as representative of all its non-supervisory employees in the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. By accepting this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

ARTICLE I - UNION RECOGNITION

Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all of its security guards working under its contract at the Joint Field Support Center facility in Hanover, Maryland (the "Contract Site"), excluding all clerical and administrative employees and managerial employees and supervisors, as defined in Section 2 of the National Labor Relations Act, as amended. The Company shall not be obligated under this Agreement to recognize the Union as the exclusive bargaining representative for employees at any other location.

Section B.

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

Section C.

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement and any Addendum hereto to the Contracting Officer at every facility where this Agreement is applicable.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section B.

UNION SHOP PROVISION TO TAKE EFFECT IF PROHIBITION LAW INVALIDATED

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern: employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall retain their membership in the Union as a condition of employment during the term thereof.

Section D.

The Company will deduct initiation fees and dues from the wages of any employee covered by this Agreement provided that the employee submits written authorization for the Company to make such deductions. Such authorization form shall be provided by the Union. The company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in

which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

Section E.

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section G.

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

Section H.

The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company.

Section I.

The Company shall be the judge of the qualifications of its employees. Any employee who disputes the Company's determination of qualifications can submit a grievance on that issue.

Section J.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of action taken or not taken by the Company for the purpose of complying with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

Section A.

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

Section B.

There will be no discrimination against any employee on account of membership in or activity in behalf of, the Union, or because of their involvement in or refraining from participating in Union activities.

ARTICLE IV - ACCESS TO UNIT

Stewards and Union officers shall not interfere with the management of the Company's business or the work of any employee, but may advise the Company of any alleged violations of the Agreement. Stewards and Union officers may not interview any employee or otherwise conduct Union-related business with any employee while such employee is on duty, nor shall any employee conduct Union-related business while on duty without permission. Subject to government rules and requirement, Stewards are authorized to remain on the premises for such reasonable periods as are required to meet their union responsibilities, and employees whom a steward or union official wish to interview may remain on the premises for such reasonable period following their shift as will enable the desired interview to take place. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business. Employees who violate this section will be subject to disciplinary action.

ARTICLE V - PROBATIONARY PERIOD

Section A.

Every new or rehired employee shall be on probation for the first ninety (90) days of employment or re-employment.

Section B.

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

Section C.

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first thirty (30) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority; and any such employee shall not have the right to file a grievance or have other recourse to the grievance procedure with regard to any such return to former classification. A promoted employee shall, during the thirty (30) day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all other matters covered by this Agreement.

ARTICLE VI - SENIORITY

Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the company, its predecessors, and state and federal agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering any facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, except as otherwise provided, be on the basis set forth in Section D of this Article.

Section B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority, i.e., the employee on duty in the facility where the layoff occurs having the shorter period of continuous service. The company shall recall such laid-off employees in the reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C.

Whenever reasonably practicable and consistent with operational requirements, employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. Each employee shall be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week.

Section D.

Except as otherwise provided herein, seniority shall be measured from the date of the employees initial hire at any facility with the Company or a predecessor employer engaged in providing similar services at that facility, provided there has been no break in seniority under Section E of this Article. Employees transferred by the Company to any facility covered by this Agreement shall have their seniority measured from the date of the initial hire by the Company, or its franchisee as the case may be, regardless of where such service was performed.

Section E.

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

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
- (2) is on lay-off for a period exceeding one (1) year;
- (3) is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
- (4) fails, while on lay-off, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days, and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven-day period.

The Company fulfills its obligations under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section F.

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided, he remains in the employ of the employer.

ARTICLE VII - DISCHARGE

Section A

No employee shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the shop steward. Each reprimand shall be canceled after one year. Three (3) reprimands may result in immediate dismissal.

Section B

An arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Company for a proven violation of any of the following:

- A. Violation of Rules and Regulations of Government Public Building and Grounds, 41 CFR 101-20.3 or any other applicable government rules of conduct.
- B. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a major penalty against the Company by the government), insubordination, including deliberate failure to carry out assigned tasks, conducting personal affairs during official time. The term "personal affairs" as used in this paragraph does not include the making of telephone or other inquiries concerning the status of children or family members or the provision of their care provided that such activities have been approved by the employee's supervisor. Long distance telephone calls shall not be made at government expense.
- C. Falsification or 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 Government property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Government or Company.
- E. Theft, vandalism, or criminal actions.
- 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 Company's Alcohol and Drug Abuse Policy.
- G. Improper use of official authority or credentials.
- H. Unauthorized use of communications equipment or Government property.

- I. Misuse of weapon(s) or possession of private firearms on the job.
- J. Violation of Government security procedures or regulations.
- K. Unauthorized post abandonment that would jeopardize the safety or security of personnel or facility.
- L. Failure to cooperate with Government officials, local law enforcement authorities, or the Company during an official investigation.
- M. Falsification of time records.
- N. Deliberate or grossly negligent conduct causing monetary penalties or invoice deductions to the Company.
- O. Any other offense of a character equally serious as those above.

Section C

The company may discipline an employee in accordance with its Work Rules and Standards except insofar said Work Rules and Standards are in conflict with the terms of this Agreement, in which case the Agreement shall prevail.

Section D

An employee who must cancel work must provide the Company with the maximum notice possible. It shall constitute an offense for an employee to cancel work without providing the Company with a minimum of six (6) hours notice, or where six (6) hours notice is not possible due to documented emergency or other unforeseen circumstances, as much advance notice as reasonably possible. Discipline for such offense shall be as follows:

- a. With respect to the first cancellation without proper notice within a 12-month period, a written reprimand shall be given.
- b. With respect to the second cancellation within a 12-month period, the employee may be suspended for a period of three (3) to five (5) days.
- c. Upon the occurrence of the third cancellation without proper notice within a 12-month period, the employee may be terminated.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim or dispute by an employee or the Union concerning the interpretation of the application of this Agreement, or of any local addendum hereto.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with his direct supervisor either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) working days of the Step 1 meeting.

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

Step 3: Within seven (7) working days after the appeal, the parties (the Company represented by the Company President or his designee and the Union represented by the Vice President or his designee) will meet in an attempt to settle the grievance. The Company shall render a written decision promptly thereafter. If the grievance is not disposed of to the satisfaction of the Union or the employee, the grievance may be appealed to arbitration by the Union by lodging a written appeal with the Company within ten (10) working days of receipt of such written decision, or if no written decision is rendered by the Company, within twenty-one (21) working days of the step 3 meeting. Such appeal shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Employer with reasonable notice of the nature of the grievance.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed in writing within five (5) working days of discharge.

Section D.

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

Section E.

To the extent practicable and consistent with the Company's operational and scheduling requirements, Stewards shall be afforded time off without pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

Section F.

At any Step of the grievance procedure, the Company or the Union May designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The official designated representative of the Union may be accompanied by two other persons at any step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section G.

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX - ARBITRATION

Section A.

Within (10) working days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) working days of that meeting upon the choice of an arbitrator, they shall choose an arbitrator from a panel or panels provided by the Federal Mediation and Conciliation Service.

Section B.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within thirty (30) calendar days after the later of the conclusion of the hearing or the receipt of briefs (if permitted by the arbitrator). The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

Section C.

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

If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

Section A.

An employee who is a member of the military or reserve will be granted all leave and other rights provided by law.

Section B.

An employee applying for leave under this Article must give the Company at least five (5) working days notice prior to the reporting date, if possible.

ARTICLE XI - LEAVE-OF-ABSENCE

Article A.

Employees may be granted leaves-of-absence at the sole discretion of the Company. Such leave-of-absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or family hardship, and shall not prejudice seniority status for purposes of layoffs and recalls.

Section B.

Except as otherwise provided herein, a leave-of-absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave-of-absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.

Section C.

Upon return from a leave-of-absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority as shifts become available.

Section D.

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

Section E.

All leaves-of-absence must be applied for in writing and if granted must be granted in writing by the Company.

Section F.

All leaves-of-absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE VII - BEREAVEMENT LEAVE

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable local addendum attached hereto.

ARTICLE XIII - SHOP STEWARDS

Section A.

The Union shall designate no more than one (1) Shop Steward per shift and one (1) alternate per shift to serve in the absence of the Shop Steward. The Union will notify the Company in writing of the duly designated shop stewards (s) and alternates.

Section B.

The Shop Steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

Section C.

Prior to leaving the work area, a Shop Steward will request permission from the supervisor. Shop Stewards will not leave the work area during work hours without permission.

Section D.

If available, access to a telephone will be provided to the Shop Stewards for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIV - REST PERIODS

Subject to contract requirements or rules and scheduling needs, employees will receive breaks as available. In addition, employees will be provided with breaks for emergency purposes as reasonably required, subject to government requirements or rules.

ARTICLE XV - LAYOFFS AND RECALLS

In the event of a reduction of force, the Company will give reasonable notice of layoff to the employees with the least seniority, and will recall employees in the reverse order, such recall to be by job classification. No new employees will be hired until all qualified laid-off employees have been recalled and all qualified laid-off employees have been offered the position(s) involved.

ARTICLE XVI - WAGES

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

ARTICLE XVII - OVERTIME

Section A.

Overtime pay is to be paid at the rate of one and one-half (1 and 1/2) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. A work day shall be defined as from 0001 hours until 2400 hours. The workweek shall begin at 0001 hours Sunday. Only hours actually worked shall be recognized in determine overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section B.

An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work, the employee shall receive a minimum of two (2) hours pay for such day.

Section C.

The Company reserves the right to offer overtime to employees at its discretion and without regard to seniority in the event that such overtime (i.e., work over 40 hours per work week) is required for reasons including but not limited to, an employee has failed to report for work, an employee has called in sick, or for other unanticipated reasons or special circumstances.

The Employer will in good faith attempt to distribute overtime work as equitably as practical among the employees the Employer reasonably deems qualified to perform the work, giving due regard to seniority where all other factors are equal. Overtime lists will be made available to the Union upon written request.

Section D.

No overtime will be worked except by prior direction of the proper Supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section E.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVIII - HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in the Addendum hereto.,

ARTICLE XIX - VACATION

Employees shall be entitled to paid vacations as set forth in the Addendum attached hereto.

ARTICLE XX - HOLIDAYS

Employees shall be entitled to paid Holiday pay as set forth in the Addendum attached hereto.

ARTICLE XXI - SICK LEAVE

Employees shall be entitled to Sick Leave as set forth in the Addendum attached hereto.

ARTICLE XXII - PENSION

The Company shall pay the health and welfare benefits as set forth in the Addendum hereto.

ARTICLE XXIII - UNIFORMS AND SAFETY EQUIPMENT

The Company will provide at no cost to all employees required uniforms and safety equipment. The Company agrees to pay each employee for uniform maintenance as stipulated in the Addendum hereto.

ARTICLE XXIV - JURY DUTY

An employee summoned to serve on a jury shall receive compensation as set forth in the applicable local addendum hereto.

ARTICLE XXV - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment, contained herein.

ARTICLE XXVI - NO STRIKE OUT - NO LOCKOUT

Section A.

The Union agrees that neither it nor the employees it represents, covered by this Agreement, will, during the term of this Agreement, cause, permit, or take part in any strike, work stoppage, slowdown or sick-out including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Company's place or places of business. The Union and the Company agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at the facilities covered by this Agreement.

Section B.

During the term of this Agreement, the Company shall not Cause, permit or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXVIII - EMPLOYEE INJURY

An employee injured during working hours may use sick or annual leave in order to receive the rest of the day off without loss of pay (unless the employee receives workers compensation for such time), provided that the injuries are such that a doctor orders the employees not to return to work.

ARTICLE XXIX - GOVERNMENT REQUIREMENTS

Section A.

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the term and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company Pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The company will, however, negotiate with the Union concerning the effects of any such change.

Section B.

If the contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the Company and shall not be subject to the grievance or arbitration procedures of this Agreement. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the Company agrees to cooperate with the Union by providing it with all relevant information concerning the incident.

Section C.

The Union recognizes that the Company has certain obligations in its contract with its client pertaining to security and agrees that nothing in this Agreement is intended to place the Company in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Company that any employee covered by this Agreement does not have or cannot obtain the required Security Clearance, and thus is restricted from work on, or from access to, classified information or material, the Union will not contest the discharge of such employee by the Company.

Section D.

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

ARTICLE XXX - GENERAL

Section A.

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

Section B.

In the event any provision of this Agreement or the Addendum hereto is declared invalid by any competent court or governmental agency, such invalidation shall not affect the remaining provisions of this Agreement and the Addendum.

Section C.

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

Employees entering the service of the Company may be required to take a physical specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or after recall to service after layoff or leave-of-absence.

Section E.

Subject to government approval, the Company shall provide bulletin board space at each facility for use by the Union.

Section F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be explained to the Union upon request during business hours.

Section G.

Subject to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, lay off, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards or plant rules, and to judge employee performance and qualifications, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work, or the size of the work force, the Company shall give prior notice to the Union before taking such action and shall afford the Union a reasonable opportunity to negotiate on such matters to the extent practicable and consistent with the Company's operational requirements. Nothing herein shall prevent individual employees, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

The Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as the Company deems necessary. However, such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Company will provide copies of such rules and regulations, and any changes thereto, to the Union. Any infraction of the rules and regulations, once implemented, constitutes just cause for disciplinary action, including discharge.

The list of management rights set forth in this Article is not intended to be nor shall it be construed as a restriction or waiver of any rights of the Company not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

Section H.

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the government and to other customers. It is therefore essential and expected that all employees will act in a highly professional, courteous manner and will be held responsible and accountable for their duties, functions and job requirements. Deviation from or failure to meet this standard will result in disciplinary action.

Section I.

Supervisory personnel normally will not perform the duties of bargaining unit employees but may, without prior notice, be temporarily assigned to cover unit work where deemed necessary by the Company. In no event shall such temporary assignment(s) exceed ninety (90) days per supervisor in any year. The foregoing limitation on assignment of unit work to supervisors shall not apply to unit work performed by a supervisor where: (i) such work is a part of the supervisor's normal day-to-day duties in staffing a post; or (ii) the supervisor replaces a unit employee who is absent from his assigned post; or (3) the supervisor performs unit work requiring specialized skills, qualifications or training.

certification does not support the employee's absence, the employee will not be entitled to sick pay, and will be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, if required or requested under this Article, will not be permitted to return to work.

Section F

Where an employee takes leave pursuant to the Employer's Family & Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that Policy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29 day of September, 2003.

FOR: ITPEU, (AFL-CIO)

FOR: KNIGHT PROTECTIVE SERVICE, INC.

Andra M King
Title: Union Representative

Mark S
Title: President & CEO

ADDENDUM

WAGES

CURRENT:

POSITION RATES

Guard I (unarmed)	\$15.17
Guard II (armed)	\$18.00

EQUIVALENT BENEFITS

With respect to any of the fringe benefits set forth in this Addendum, the Company may discharge its obligation by furnishing any equivalent combinations of fringe benefits or by making equivalent or differential payments in cash, in accordance with the applicable regulations under the Service Contract Act of 1965, as amended.

HEALTH & WELFARE

The Company shall provide employees with Health & Welfare benefits equal to two dollars and forty-eight cents (\$2.48) for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek.

VACATION

The Company will provide the following vacation benefits:

After one (1) year of service, 2.69 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1780 hours worked, whichever is less.

After five (5) years of service, 4.04 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1780 hours worked, whichever is less.

After fifteen (15) years of service, 5.40 minutes per hour for all hours worked in their previous anniversary year or up to a maximum of 1780 hours worked, whichever is less.

The term "hours previously worked" shall include hours of vacation and holidays.

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

Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Vacations will be granted to employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be canceled by the Company except with the agreement of the employee.

HOLIDAYS

During the term of the Agreement, the following Holidays will be recognized:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section B.

Each regular full-time employee shall receive eight (8) hours pay at his / her straight time hourly rate for each of the holidays listed above and if the employee works on a holiday he/she shall be paid in addition to the holiday pay at the straight time rate for each hour worked.

Section C.

To be eligible for holiday pay, an employee must have worked his last scheduled workday prior to and his next scheduled workday after such holiday, unless the employee is excused by the Company, who in its sole discretion will consider each failure to work on its own merit. An employee who is assigned to work on a holiday and refuses or fails to report shall be subject to discipline at the Company's discretion.

Section D.

Holiday pay shall not be used for the purpose of computing overtime.

Section E.

Any employee who is on layoff, sick leave or who is on leave of absence shall not be eligible to receive holiday pay. A full-time employee, hospitalized due to an emergency condition, may be eligible.

PENSION

The Company shall contribute to the ITPE Pension Plan (the "Pension Plan") the sum of fifty cents (\$.50) per hour for all straight time hours worked at the Contract Site by each employee covered by this Agreement, not to exceed forty (40) hours in any workweek.

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

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the Pension Plan.

Notwithstanding the foregoing, no provision of the Agreement and Declaration of Trust and no resolutions or other actions taken by the Board of Trustees shall: (i) result in an increase in the Company's contribution rate; or (ii) limit or restrict the Company's right to cease contributions to the Pension Plan.

UNIFORMS

All employees will receive an allowance of thirty-five cents (\$0.35) per hour worked for laundering, maintenance and replacement of Company furnished uniforms. Upon termination of employment, all clothing and equipment shall be returned to the Employer. Returned clothing shall be cleaned and pressed and returned on hangers. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employee's final paycheck the cost of all unreturned clothing and equipment. In the event returned clothing is not cleaned, the Employee shall authorize deduction for cleaning cost. The deduction for such missing items or cost of cleaning shall be the actual cost to the Employer.

BEREAVEMENT LEAVE

In the instance of the death of a member of the immediate family of the regular employee occurring after the completion of the employee's probationary period, the Company will grant a paid leave of not to exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangement pertaining to the burial of such member of the family.

A day's pay will consist of the employee's regular base rate for the hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to days within his regular work week. The term "immediate family" as used herein is defined as consisting of the following members only:

**MOTHER, FATHER, SPOUSE, CHILDREN, GRANDPARENTS,
GRANDCHILDREN, AUNT, UNCLE AND SIBLINGS**

No employee is otherwise entitled to such benefits unless he/she gives reasonable notice to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his/her bereavement to the Company.

SICK LEAVE

The Company will provide sick leave benefits as follows:

Section A.

All employees shall be entitled to accrue paid sick leave at the rate of 1.62 minutes per hour worked up to a maximum of 1780 hours, whichever is less.

Section B

Beginning on the effective date of this Agreement, employees shall not be permitted to accrue additional sick pay in excess of eighty (80) hours. Employees who have accrued more than eighty (80) hours of sick pay as of such date: (i) shall not lose any sick pay accrued in excess of eighty (80) hours; (ii) shall not accrue any additional sick pay until their accrued sick pay is less than eighty (80) hours; and (iii) thereafter they shall accrue a maximum of eighty (80) hours of sick pay.

Section C

Sick days may be taken when an employee is unable to perform the functions of his/her position because of illness or injury. Sick pay shall be payable when the Employer is in receipt of a physician's statement supporting the employee's absence.

Section D

An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence. Failure to do so will result in disciplinary action and in the denial of sick pay.

Section E

An employee who is absent due to illness or injury seeking sick pay shall be required to provide to the Employer a physician's statement supporting the employee's absence. An employee who is absent due to illness or injury for more than three (3) consecutive work days shall be required to provide to the Employer a physician's statement supporting and certifying that the employee is able to return to work on the day of returning to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion. If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a mutually-agree upon physician, whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Article, or where medical

certification does not support the employee's absence, the employee will not be entitled to sick pay, and will be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, if required or requested under this Article, will not be permitted to return to work.

Section F

Where an employee takes leave pursuant to the Employer's Family & Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that Policy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29 day of September, 2003.

FOR: ITPEU, (AFL-CIO)

FOR: KNIGHT PROTECTIVE SERVICE, INC.

Sandra M King
Title: Union Representative

Mark J
Title: President & CEO

EXHIBIT 17

Employee Folder Certification Layout

Purpose: The purpose of this 3 part system is to make the inspections process quicker and smoother for the both the Contractor and the federal officials. The paperwork necessary for each section of the folder shall be placed in the following order and held together with 2 prong metal hangers. The Contractor shall use a 3- part folder to file employee certification, etc.

Section One

1. Copy of FPS Form T176, Statement of Personal History for Contract and Childcare Personnel
2. Copy of the I-9
3. Copy of Drug screening
4. Copy of Medical Examination
5. Copy of High School (HS) diploma or GED or transcript or letter from HS.(full date of graduation)
6. Copy of Preliminary Suitability or final suitability
7. Copy of the CERTS home page (incl Suit. Date and test date w/ score)
8. Copy of Military DD214 - work experience (if applicable)
9. Copy of fingerprint chart

Section Two

1. Copy of First Aid certification (cert)
2. Copy of CPR cert.
3. Firearms cert (GSA form 2790)
4. Copy of Domestic Violence Inquiry
5. Copy of FPS Training , 8 hrs (cert / letter)
6. Copy of FPS Training , Magnetometer / x-ray (cert / letter)
7. Copy of basic 72 hr contractor Trng. (Supervisory / officer)
8. Copy of 40 hr contractor refresher (every 2 years)
9. Copy of 40 hrs firearms (1 time)
10. Copy of State Certification and individual permits

Section Three

To be used by the Contractor for ancillary training, commendations, disciplinary action, and whatever else is deemed necessary by the Contractor.

EXHIBIT 18

DOMESTIC VIOLENCE CERTIFICATION

Public Law 104-208 & USC Section 921, 922, and 925

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

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

3. For that reason, this Contract requires that each and every Contract employee(s) read and complete the following written statement that shall be included in their employee record(s), as maintained by the Contractor and subject to Governments review and inspection, prior to that employee being employed on this Contract.

3a Have you ever been convicted of a misdemeanor crime of DOMESTIC VIOLENCE, as defined by 18 U.S.C & 921(a) (33) and this Contract clause?

YES _____

NO _____

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

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

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

Signature _____ *Date Signed:* _____

Name: _____ *Title* _____

(Print your complete legal name-“John Jay Hill, II”
“Jane Alice Doe- Jones,” etc)

(Print your title –“Security Officer, Site
Supervisor, Field Supervisor” etc.)

EXHIBIT 19

PERFORMANCE EVALUATION PLAN

1. Evaluation Procedure

An evaluation panel will be established by the FPS Contracting Officer consisting of Contracting Officer, the Contracting Officer's Representative and on-site Government personnel to determine the amount of performance incentive earned for the period in question.

The panel will assign a rating to the Contractor's performance on a quarterly basis * using the criteria set forth below. This rating will be forwarded to the Contracting Officer who will make the appropriate adjustment to the price for services rendered during the evaluation period.

2. Evaluation Plan

The Contractor's performance shall be reviewed according to the performance criteria set forth in the contract. The panel shall gather at an established location, all evaluation information collected during that period. Much of this information will be the result of personal observations. The remainder will consist of reports prepared and documented. The panel may use comments submitted by building tenants through written surveys or other means. Any observations that include serious negative factors shall be supported by a written report previously sent to the Contractor. The panel shall review the data collectively and arrive at a performance evaluation score. This score shall apply only to the work performed during the specific period under evaluation.

3. Evaluation Criteria

The Contractor's performance shall be evaluated against the criteria set forth in the contract at Section G, paragraph 3.B.1. In addition to these criteria, the Contractor shall also be evaluated on the following supplemental criteria:

A. Management Performance – These factors take into account the Contractor's corporate responsiveness to FPS contractual requirements:

- Management Organization – Organization and effectiveness of Project Management and Supervision
- Corporate Organization – Interface and involvement of the Contractor's senior corporate representatives
- Quality Control Plan – Consistency and effectiveness of Project QC Plan
- Contract Administration – Contractor's ability to administer the contract and to develop fiscal response to contract modifications

B. Technical Performance – These factors consider the Contractor’s ability to manage and direct a major contract security operation:

- Ability to respond to contract changes to include the addition of posts and contract locations on short notice
- Logistics – Ability to meet fiscal responsibilities such as payroll, equipment and supply purchases and personnel recruiting
- Ability to meet established goals for participation of Small, Small Disadvantaged and Women-owned Small Businesses (when applicable)
- Facility Security Clearance – Ability to maintain required security clearances and to process and provide cleared personnel.

4. Scoring and Rating System

A. Definitions:

Outstanding Performance – A pattern of performance that consistently and significantly exceeded the minimum contractual requirements

Superior Performance – A pattern of performance that clearly exceeded the minimum contractual requirements more often than not and rarely or never failed to meet minimum requirements

Fully Acceptable Performance – A pattern of performance that consistently met the minimum contractual requirements and rarely or never failed to meet minimum requirements

Marginally Acceptable Performance – A pattern of performance that clearly did not meet the minimum contractual requirements on a significant number of occasions but did not fail to meet minimum requirements so frequently or to such a degree as to have a significant negative impact on accomplishment of the work

Unacceptable Performance – A pattern of performance that failed to meet the minimum contractual requirements so frequently or to such a degree as to have a significant negative impact on accomplishment of the work

B. The amount of the performance incentive payable to the Contractor shall be determined by applying the Government-determined award rate against the total award fund available. The award rating scale is shown below:

<u>Rating</u>	<u>Numerical Score</u>	<u>Performance Incentive Earned</u>
Outstanding	90-100	90-100%
Superior	75 - 89	75 - 89%
Fully Acceptable	60 - 74	60 - 74%
Marginally Acceptable	50 - 59	50 - 59%
Unacceptable	0-50	0%

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C. The Government considers that a performance rating of “unacceptable” indicates a level of performance which does not warrant payment of any of the performance incentive fund.

5. Contractor Self-Evaluation

The Contractor may offer to the panel a self-evaluation of its performance using the evaluation criteria. If so, information regarding mitigating circumstances may be provided to the panel prior to its meeting to discuss specific matters that have occurred during the rating period. Preparation of the final award rating shall be a unilateral determination by the Government. The Contractor may prepare an evaluation review letter for the Government’s consideration, but must abide by the Government’s final evaluation decision.

*Note: For contracts containing performance periods of less than one year (for example, an initial performance period of 10 months), performance evaluations may cover a period of few than three months.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
P00011 01/20/2009 192109PTHSCMD0106

6. ISSUED BY CODE ICE/FPS/EAST CCG 7. ADMINISTERED BY (If other than Item 6) CODE ICE/FPS/EAST CCG
ICE/FPS/East CCG/Region 3 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 400 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ARES GROUP INC
8625C ENGLESLIDE OFFICE PARK
ALEXANDRIA VA 223094131

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
9C. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEGI-05-D-P00006
10B. DATED (SEE ITEM 11) 04/28/2006

CODE 0064371440000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes-Fixed Price

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This is a no-cost modification to hereby revise language found under the awarded Statement of Work (SOW): Section C-Description/Specification/Work Statement, Paragraph 9-Qualifications of Personnel, Part F-Medical Standards, Section 1b.-Hearing.

Remove the following language specified at the above location:

-Hearing: In the frequent 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.

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) Todd M. Wanner
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 1/20/09

(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEGI-05-D-F00006/P00011

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 ARES GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>And replace with:</p> <p>-Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Any disease or condition that interferes with the individual's ability to hear or equilibrium is a disqualifying factor.</p> <p>All other terms and conditions remain unchanged.</p> <p>COTR: Ted Taylor - POC: Stacey Carter ATR: Nancy Hindes b2Low CO: Todd Wanner - CS: Melissa Weinde Period of Performance: 07/01/2008 to 06/30/2011</p>				