

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL HSCEC7-10-A-00002 ACQUISITION NUMBER
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

PAGE OF
1 244

2. CONTRACT NO. HSCEC7-10-A-00002
3. AWARD/EFFECTIVE DATE 10/01/2009
4. ORDER NUMBER
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: Victor Hidalgo (b)(6)
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE ICE/FPS/SPECT
ICE/FPS/Special Projects Team
Immigration and Customs Enforcement
Ofc of Acquisition Management - FPS
701 Market Street, Suite (b)(6)
Attn: Victor Hidalgo
Philadelphia PA 19106
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS Sole Source
NAICS: 561612
SIZE STANDARD: \$18.50
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS As Indicated On Each Call
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
As Indicated On Each Call
16. ADMINISTERED BY CODE ICE/FPS/CENTR CC
ICE/FPS/Central CCG/Region 7
Immigration and Customs Enforcement
Ofc of Acquisition Management - FPS
1901 North Highway 360, Ste. (b)(6)
Grand Prairie TX 75050-1412

17a. CONTRACTOR/OFFEROR CODE 045256000000 FACILITY CODE
DECO, INC.
11140 ZEALAND AVE N
CHAMPLIN MN 553163594
18a. PAYMENT WILL BE MADE BY CODE HSCE11
As Indicated On Each Call

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-0103M This Blanket Purchase Agreement is issued against your GSA Schedule contract number GS-07F-0103M in response to Request for Quotation Number HSCEC7-09-Q-00003 for Guard Service throughout the State of Oklahoma. This award incorporates Deco's technical and price quote dated 01/27/09, which acknowledged the RFQ amendments 0001-0004, these amendments are hereby incorporated. Specific service will be ordered and funded on individual call orders issued hereunder. The (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED 9/29/09 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6)
JED
9/29/09 Patricia R. Campbell (b)(6)
9/29/09

HSCEC7-10-A-00002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	following items are incorporated into the BPA and attached: Attachment 1: Quotation Coversheet Attachment 2: Pricing Schedule Attachment 3: Quoted Management Plan Attachment 4: Statement of Work (SOW) Attachment 5: List of Exhibits Attachment 6: Additional Terms and Conditions Attachment 7: Collective Bargaining Agreements Period of Performance: 12/01/2009 to 11/30/2014				

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

ATTACHMENT 1 QUOTATION COVER SHEET

A. Name of Firm: DECO Security Services
B. Address: 11140 Zealand Avenue North
C. City, State, Zip Champlin, Minnesota 55316

D. DUNS Number 0452560000
E. Taxpayer Identification Number (TIN) (b)(4)

F. Primary Point of Contact (Name)
G. Office Phone
H. FAX
I. Cell
J. E-Mail address

(b)(6)

Secondary Point of Contact (Name)
E-Mail address
Office Phone
FAX
Cell

K. FSS Contract Number GS07F0103M
L. Current Term of the FSS Contract Option Period 1, Nov 2006-Nov 2011
Remaining Options to FSS Contract Two
Prompt Payment Terms (Discount) .5%, 20 days

M. Amendment Acknowledgement Amendment 1, 2, 3 and 4

N. Signature (b)(6)

Name of Signer (Printed) President and Co-Owner
Title January 27, 2009
Date

ATTACHEMENT 2 PRICING SCHEDULE

Basic Services	Hourly Rate	Est. Hours	Extended Total		
Base Period	\$	172,086.50	\$	(b)(4)	
Year 2	\$	172,086.50	\$		
Year 3	\$	172,086.50	\$		
Year 4	\$	172,086.50	\$		
Year 5	\$	172,086.50	\$		
Sub Total		860,432.50	\$		
<hr/>					
Temporary Additional Service	Hourly	Est. Hours			
Base Period	\$	14,075.00	\$		
Year 2	\$	14,075.00	\$		
Year 3	\$ (b)(4)	14,075.00	\$		
Year 4	\$	14,075.00	\$		
Year 5	\$	14,075.00	\$		
Sub Total		70,375.00	\$		
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Emergency Service	Hourly	Est. Hours			
Base Period	\$	12,480.00	\$		
Year 2	\$	12,480.00	\$		
Year 3	\$	12,480.00	\$		
Year 4	\$	12,480.00	\$		
Year 5	\$	12,480.00	\$		
Sub Total		62,400.00	\$		
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Grand Total			\$		

Pages 5 through 25 redacted for the following reasons:

(b)(4)

ATTACHMENT 4**STATEMENT OF WORK (SOW) - GUARD SERVICES REQUIREMENT
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1. Introduction

1.1 Use of Acronyms

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

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

1.2 General Information

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS), Federal Protective Service (FPS) Solicitation/Contract number HSCEC7-09-Q-00003 for armed guard services throughout the State of Oklahoma.
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment

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

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

1.3 Information Regarding PFS

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

2 Contract Transition

2.1 Phase –In

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor’s employees. The Contractor may notify the predecessor Contractor’s employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor’s employees while they are

on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees; recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:

1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory (radio & phone) and maintenance plan,
4. Weapons Inventory and employee assignment
5. Communication plan.
6. Relief and break plan,
7. A plan for establishing a reserve force and the current status of staffing levels,
8. A progress report on obtaining permits, licenses, and registrations,
9. A status report on submitting applications for personnel clearances,
10. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

D. The government will allow a maximum of a 60-day start up from the time of the award of the base task order to the initial start of performance.

2.2 Phase-Out of Contract and Continuity of Services

A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

B. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the follow-

on Contract). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.

- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

2.3 Conferences and Meetings

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

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

- A. The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess **ALL** licenses required to perform services in the State of Oklahoma.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:

1. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.
- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- F. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.
- G. Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records.

Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.

- H. All armed guards shall carry a permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons
- I. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this Contract.
- J. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

4 Qualifications of Personnel

4.1 General Qualifications

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:
 - 1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
 - 2. Have a Social Security Card issued and approved by the Social Security Administration.
 - 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
 5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor.
 6. And meet *one* of the following experience/education requirements:
 - a. Three years of security experience within the past five years; or
 - b. An Associate's Degree in a related field and at least one year of experience; or
 - c. Three years of military or National Guard (active duty or reserve) experience; or
 - d. Successful completion of a state certified Police Officer's Standard Training (POST) course; or
 - e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).
- C. Prior to working under the Contract, every supervisor and guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable preliminary adjudication from FPS;
 2. Passed the medical examination;
 3. Completed the required training;
 4. Passed the required examination(s);
 5. And meets all other qualification criteria to be an FPS Contract security guard.

5 Quality Control

5.1 Contractor-Provided Quality Control Plan

A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:

1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.
3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.

B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.

C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned

to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.

- D. The Government shall consider the Contractor's adherence to its stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to its stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

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

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

- A. The Contract, including the task order(s);
- B. The Post Orders;

C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);

D. Security Guard Information Manual (SGIM)

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

6.2 Security Guard Post Assignment Record

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

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

6.3 Typical Duties

A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders and an Officer's Duty Book.

B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.
- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

6.3.1 Access/Egress Posts

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.
- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are

presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

- F. Security guards shall perform package inspections when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology or by manual, or visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

6.3.2 Roving Posts

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

6.3.3 Traffic Control

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

6.3.4 Receipt, Use and Safeguarding of Keys

Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., “key cards,” lock combinations) that are issued for the guards’ use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.

Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS MegaCenter, the COTR, and the security guard’s supervisor as soon as the security guard detects the loss or the problem.

6.3.5 Security and Fire Systems

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

- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

6.3.6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.
- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

6.3.7 Building Rules and Regulations

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

6.3.8 Physical Security, Law and Order

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

6.3.9 Hazardous Conditions

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

6.3.10 Response to Injury or Illness

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

6.3.11 Additional Duties

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

6.3.12 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.
- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS MegaCenter and, when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all Contract-related court appearances with the COTR. Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, Contract

employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

- D. The Contractor shall provide qualified Contract security guards to fulfill post requirements affected by Contract employees testifying on behalf of the Government.

6.3.13 Civil Disturbances

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

6.3.14 Emergencies

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

6.3.15 Primary Security Responses

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

6.4 Contract Security Guard Duty Register

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS Form 139 (Record of Time of Arrival/Departure from Buildings). Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS Form139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS Form139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheets) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS Form 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.
- D. The Contractor shall retain all original DHS Form139s and shall provide copies upon request by the COTR or Contracting Officer.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

7 Key Personnel

- A. Under this contract, the Contract Manager and Supervisors are designated as "key personnel." The Contractor shall submit a Key Personnel Resume clearly

detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possess the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.

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

7.1 Contract Manager (CM)

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- B. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.

- D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- E. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

7.2 Supervisor

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS Form 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.

- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

8 Work Scheduling Procedures

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

9 Contract Guard Labor Category

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

10 Contract Effort Required

10.1 Contract Effort Required – Productive Hours

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

10.2 Contract Effort Required – Supervisory Hours

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

10.3 Contract Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time.
- C. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

11 Training

11.1 General

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in the Exhibits. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, and weapons qualifications.
- D. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as

may be necessary). Currently certified FPS contract guards that are required to go to any training, testing or examination to maintain their FPS certification status shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after award.

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

11.2 Training Requirements by Position

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

11.2.1 Security Guards

- A. All productive and supervisory security guards working under this Contract must take the required training as outlined in the Exhibits. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for its employees use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. The training certifications, excluding FPS orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract.

C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date. The contractor shall ensure that all contract employees view the government provided Magnetometer/X-ray training DVD as part of this refresher training during the eight (8) hours allotted for this topic within the SOW Exhibit 4D.

11.2.2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

11.3 Written Examination

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting

period. After the one (1) year suspension period has expired, the guard is considered a new hire.

C. No waivers shall be granted regarding the testing policies and procedures.

11.4 Weapons Training and Qualification

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range, eight hours (8) will be classroom training on firearms and eight (8) hours will be training for baton and OC spray. See Exhibit 4E.
- B. The Contract employee must carry the same weapon, identified by its serial number, with which the employee qualified on the firing range. The Contract employee must qualify using their assigned duty ammunition.
- C. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- D. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- E. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. (See Exhibit 4E). If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by

the Contractor to enable Contract employees to annually re-qualify on the course.

- F. Any Contract employee, who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements. Any Contract employee, who has successfully completed baton and OC training under a predecessor FPS Contract may be exempted from the 8 hours of required basic baton and OC training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.
- G. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.
- H. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current ICE targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

11.4.1 Annual Firearms Re-Qualification

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

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

11.5 Minimum Age for Firearms Licensing

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

11.6 FPS-Specific Training

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

11.7 Government-Provided Magnetometer/X-Ray Training

All Contract employees shall receive up to eight (8) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion.

11.8 CPR/AED/First Aid Training

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

D. A post is considered “open” if manned by unqualified contract employees.

11.9 Other Special Training

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

11.10 Training of Replacement Employees

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

11.11 Schedule of Provided Training and Testing

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

11.12 Government Provided Training - Failure to Attend

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

11.13 Training Waivers

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

12 Medical and Physical Qualifications

12.1 General

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) (see <http://www.ada.gov/>) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2) (See <http://www.access-board.gov/enforcement/Rehab-Act-text/intro.htm>).

- D. Contractors must grant reasonable accommodations to the religious practices of individual security guards, without regard to an individual's religious preferences, provided that the accommodation does not affect the individual's ability to perform required tasks identified in the contract or as otherwise determined by FPS. Requests for any exception or waiver of a contract standard or requirement must be submitted in writing to the FPS COTR.
1. Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements.
 2. FPS contract security guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform.
 3. FPS security guards will be granted reasonable accommodations to grooming standards – such as haircut and shaving standards. A security guard receiving an accommodation must nonetheless maintain as neat and professional an appearance as religious requirements permit. Whenever possible, hair in excess of regulation length will be worn under a uniform hat or appropriate religious headgear. Facial hair exceeding regulation length will be neatly combed.
 4. Religious headgear will be consistent with the colors of the duty uniform, and should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.

12.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below.

Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78. (Ref. Section J, Exhibit 6A).

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

4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function,

coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
 - a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

- c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
- d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
- e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO's request.

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

12.4 Initial and Recurring Screening for Illegal Drugs

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

<u>Substance</u>	<u>Cutoff Level (ng/mL)</u>
Marijuana metabolites	50
Cocaine metabolites	300

Opiate metabolites	2,000
Phencyclidine	25
Amphetamines	1,000

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.
- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. The presence of a positive reading for *any* of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor *shall not* permit any applicant to take multiple tests in order to receive an acceptable reading.

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.

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

12.5 Government Requested Screening

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

13 Conduct of Contractor Personnel

- A. In accordance with the SGIM, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

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

14 Contract Employee Reinstatements

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

15 Government and Contractor Provided Property

15.1 Government Furnished Property General Information

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.

- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

15.1.1 Use of Government Property

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

15.1.2 Accountability of Government Property

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property

deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

15.1.3 Safeguarding Government Property

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

15.2 Contractor Furnished Property

15.2.1 General Information

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

15.2.2 Equipment

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

- A. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully- operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers' specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
 4. The amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, additional ammunition provided shall be stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.

5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.

15.2.3 Uniforms

- A. As specified in Section J, Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

15.2.4 Supplementary Equipment

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

16 Regulations, Handbooks, and Other Applicable Documents

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

17 Security Guard Certification /Security Requirements

17.1 General

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:
1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (See Section 12 of the SOW).
 2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
 3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;² this does not include the FPS Written Exam.
 4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:

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

- a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in the SOW and that all pertinent documents are on file at the Contractor's facility. (See Section J, Exhibit 6).
 - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.
- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.

- F. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). (See Section J, Exhibit 6)
- G. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

17.2 Security Management

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this Contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

17.3 Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed

unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Agencies that enter into contracts shall require, as condition of each contract, that the contractor agree to use an electronic employment eligibility verification system (e-Verify) designated by the Secretary of Homeland Security to verify the employment eligibility of: (i) all persons hired during the contract term by the contractor to perform employment duties within the United States; and (ii) all persons assigned by the contractor to perform work within the United States on the Federal contract.
- C. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

17.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:
 - 1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 - 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);

3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);
 5. Foreign National Relatives or Associates Statement (plus one copy);
 6. Lautenberg Amendment Statement (plus one copy);
 7. Financial Disclosure Report (plus one copy);
 8. Contractor Information Worksheet;
 9. "e-Verify" Confirmation Notice.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing.)"
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and

accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.

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

convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.

1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guard's current suitability clearances expire.
1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1, DHS-MD 11055. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
 2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be

granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

18 Security Clearance Requirements

18.1 Background Investigations

- A. In addition to meeting the FPS background suitability check described in the SOW, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Section J, Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Section J, Exhibit 6C, Security Clearance Requirements).

- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
 - b. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions"
 - c. Lautenberg Amendment Statement (plus one copy)
 - d. FD Form 258, "Fingerprint Card" (2 copies)
 - e. Foreign National Relative or Associates Statements

- f. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
- g. Contractor Information Worksheet
- h. “e-Verify” Confirmation Notice

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

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

18.2 Access To Classified Information (Contractor)

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

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

18.3 Continued Eligibility

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified

and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.

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

19 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
 2. Results of all criminal history checks obtained by the Contractor;
 3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 6. Records of all basic and refresher training attendance and, where required, test scores;
 7. Records of current firearms training and qualification scores, where required by the Contract;
 8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. Results of all drug screenings administered (both pre- and post-employment);
 11. A copy of the DHS certification card as required by the COTR;
 12. A copy of all firearm licenses and certifications required by state and local regulations;
 13. Records of guard's suitability information (including date current suitability expires);

14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
 15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
 16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
 17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR shall have the express authority to review any Contract employee's file at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- C. The CO or COTR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to Contract requirements.
- D. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- E. False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

20 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation. The CO and/or COTR shall meet with the Contractor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor.
- C. The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s) to the Contractor.

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In addition to other deliverables called for herein, the following specifies certain recurring deliverables:

These requirements exist at the time of the solicitation; the COTR and/or CO shall notify the Contractor during the term of the resultant BPA of any changes in these requirements.

Note: Deliverables are Not Separately Priced (NSP) – all costs associated with providing these items shall be included in the total price offered in response to the solicitation.

Document	Submitter	Receiver	Due Date	Marking	Format
Key Personnel Resumes	Contractor	COTR	Within 15 calendar days after Award and then as necessary if/when key personnel is replaced	Copy	Exhibit 6B
Transition Plan	Contractor	COTR	Within 5 working days after Award	Copy	Contractor Format
Training Plan w/ proposed Training Schedule (should include location, schedules, trainers, weapons, etc.)	Contractor	COTR	Within 10 calendar days after Award	Copy	Exhibit 4
Guard Work Schedule	Contractor	COTR	Monthly at the monthly meeting	Copy	Contractor Format
Meeting Minutes	Contractor	CO	Within 10 calendar days after meeting	Copy	Contractor Format
DHS Form 139, or Approved Alternate, Record of Time of Arrival and Departure	Contractor	COTR and/or CO	As required by the contract and directed by COTR	Copy	DHS Form 139
GSA Form 3430 Building Service Contract Work Report	Contractor	COTR	Monthly, or as directed by the COTR	Original to COTR	GSA Form 3430
GSA Form 3155 Preliminary Investigation Report	COTR	Contractor	As required and within 72 hours	Original to COTR, copy to CO and Contractor	GSA Form 3155
Quality Control Plan	Contractor	COTR	Within 15 calendar days	Copy	Contractor Format

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Document	Submitter	Receiver	Due Date	Marking	Format
			after Award		
GFP Inventory List	Contractor	COTR	Monthly or as directed by the COTR	Copy	Contractor Format
Contractor Furnished Equipment/Property Inventory List	Contractor	COTR	Quarterly or as directed by the COTR	Copy	Contractor Format
Lautenberg Amendment Statement	Contractor	COTR	Suitability package and weapons qualification	Copy	Contract Format
Licenses and Permits	Contractor	CO	15 calendar days prior to start of performance and upon renewal thereafter	Copy	Contract Format
Inspection Report	Contractor	COTR	I/A/W contractor QC plan and upon COTR request	Copy	Contract Format
Accounts Receivable Report	Contractor	CO	Monthly	Copy	Contract Format
GSA Form 1103 Security Officer Operations Log	Contractor	COTR	As required by the contract	Copy	DHS Format
Deduction Notice pursuant to BFC Invoice Consolidation Initiative Guidelines	CO	Contractor	As required and within 48 hours	Original	E-mail
CERTS Spreadsheet	Contractor	COTR	When requested by the COTR Monthly	Copy	FPS Format / emailed
GSA Form 1051 Firearms and Equipment Control Register	Contractor	COTR	As required by the contract and upon COTR request	Copy	Contract Format

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Pages 89 through 92 redacted for the following reasons:

(b)(7)e

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

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

DHS FORM 11000-6 (08-04)
DEPARTMENT OF HOMELAND SECURITY NON-DISCLOSURE
AGREEMENT

Protected Critical Infrastructure Information (PCII)

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

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

Initials:

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

Sensitive Security Information (SSI) Initials:

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

Other Sensitive but Unclassified (SBU) Initials:

As used in this Agreement, sensitive but unclassified information is an overarching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to

which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

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

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

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

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

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

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

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession. (2) If the Authorized Entity is a United State Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

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

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

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

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

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

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

DHS Form 11000-6 (08-04)

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

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

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

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

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

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

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

Acknowledgement

Typed/Printed Name: Government/Department/Agency/Business Address _____

Telephone Number: _____

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

Signature: _____

DHS/ICE/FPS Armed Guard Service for the State of Oklahoma

BPA: HSCEC7-10-A-00002

Typed/Printed Name: Government/Department/Agency/Business Address

Telephone Number: _____

Signature: _____

WITNESS:

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

EXHIBIT 1B

Lautenberg Statement

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

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

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

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

YES _____ NO _____

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

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

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

Signature: _____ Date Signed: _____

Name: _____

(Print your complete legal name)

EXHIBIT 2A

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
REQUIREMENTS**

1. Facilities: (See Posts Exhibits)
2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
NONE	

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

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

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

EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility: (See Posts Exhibits)
2. Equipment: Contractor Furnished Vehicle(s)

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

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
1	No Vehicles Required			
2				
3				
4				

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

	Other Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
1	No Vehicles Required			
2				
3				
4				

EXHIBIT 2C**CONTRACTOR FURNISHED UNIFORM ITEMS**

1. Facility: (See Posts Exhibits)
2. Uniforms: Contractor Furnished Uniform Items

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

3. Uniform Requirements:

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

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

EXHIBIT 2D

CONTRACTOR FURNISHED SUPPLIMENTARY EQUIPMENT REQUIREMENTS

1. Facility: (See Posts Exhibits)
2. Supplementary Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements: **None**

Equipment Item	Description / Color	QTY

EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

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

The firearm for use on this BPA will be a .40 caliber semi automatic pistol. The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 S&W and not any larger. The magazine shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

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

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

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

The following pistols are recommended:

- Smith & Wesson M&P .40 Cal.
- Glock 22 & 23 .40 Cal.
- SIGARMS Sigpro .40 Cal.; P226 and P229
- Steyr M Series .40 Cal.
- Springfield Armory XD in .40 Cal.
- H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized:

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

Recommended brands of ammunition

- Federal
- Speer
- Winchester
- Remington

EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

1. Facilities: (See Posts Exhibits)
2. Equipment: The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.
3. The Contractor will provide a listing of radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.
4. The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

EXHIBIT 3B

**GOVERNMENT FURNISHED VEHICLE EQUIPMENT
REQUIREMENTS**

1. Facility: (See Posts Exhibits)
2. Equipment: Government Furnished Vehicle(s)

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

3. Vehicle Requirements: **NONE**

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility: (See Posts Exhibits)
2. Uniforms: Government Furnished Uniform Items

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

3. Uniform Items: **None**

EXHIBIT 3D

GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility: (See Posts Exhibits)
2. Supplementary Equipment: Government Furnished Equipment Items

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

3. Supplementary Equipment Requirements: **None**

EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

None Required

EXHIBIT 4

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

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

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

EXHIBIT 4A**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

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

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4A, Continued**BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

Subject	Hours	Scope
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

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

EXHIBIT 4B**SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

9 Hours

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

EXHIBIT 4B, Continued**SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR**

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

EXHIBIT 4C**TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT**

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

16 Hours

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

EXHIBIT 4C, Continued**TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT**

Subject	Hours	Scope
		<p>3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none"> a. Preliminary Investigation; b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; I. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	<p>Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>
Role of Local, State and Federal Police Agencies	1	<p>The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>
X-Ray and Magnetometer Training	8	<p>Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Instruction will include a video training presentation. Security guards will</p>

EXHIBIT 4C, Continued

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

Subject	Hours	Scope
		identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4D**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

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

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

40 Hours

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

EXHIBIT 4D, Continued**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

Subject	Hours	Scope
SGIM)		
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their

EXHIBIT 4D, Continued

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

Subject	Hours	Scope
TWO, SGIM)		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, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards’ duties and authority.
Crimes and Offenses (CHAPTER THREE,	0.5	Present the security guards with an (understanding of the types of offenses they

EXHIBIT 4D, Continued**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

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

EXHIBIT 4D, Continued**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

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

EXHIBIT 4D, Continued**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

Subject	Hours	Scope
		be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly,

EXHIBIT 4D, Continued**CONTRACTOR PROVIDED REFRESHER TRAINING TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

Subject	Hours	Scope
		sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FORUTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Instruction will include a video training presentation via a Government provided DVD. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4E

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

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

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

EXHIBIT 4E, Continued

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

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

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

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

Course of Fire:

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

EXHIBIT 4E, Continued

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
			sights	Draw and fire three (3) rounds in three (3) seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two (2) headshot rounds must be in the five ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange),

EXHIBIT 4E, Continued

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

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

EXHIBIT 4E, Continued**CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS**

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

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

Marksmanship Ratings.

220-230 = Marksman;

231-240 = Sharpshooter;

241-249 = Expert; and

250 = Distinguished Expert.

EXHIBIT 4F

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

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

EXHIBIT 5A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5B

CONTRACTOR’S CERTIFICATION OF SUPERVISORY TRAINING

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee’s Score: _____

Employee’s Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5C

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5D

CONTRACTOR’S CERTIFICATION OF REFRESHER TRAINING

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

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

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

Employee’s Score: _____

Employee’s Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5E

CONTRACTOR’S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

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

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

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

Employee’s Score: _____

Employee’s Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 5F

CONTRACTOR’S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

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

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

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

Employee’s Score: _____

Employee’s Signature: _____

CERTIFIED BY:

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

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

EXHIBIT 6

CONTRACTOR’S CERTIFICATION OF CONTRACT EMPLOYEE ELIGIBILITY REQUIREMENTS

Employee’s Name: _____

SSN: _____ - _____ - _____

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

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

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

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

This certification shall be completed and submitted to the LCOTR with the Contract employee’s suitability documentation (FPS 176, FD-258 Fingerprint Cards, and I-9 Employment Eligibility Verification) prior to the employee’s initial performance under the contract and every three (3) 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 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

The Standard Form 78 – Certificate Of Medical Examination is available on the GSA Forms Library, which is located on the GSA web site at:

<http://www.gsa.gov/Portal/gsa/ep/formsWelcome.do?pageTypeId=8199&channelId=-13253>

EXHIBIT 6B

KEY PERSONNEL RESUME

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

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

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

RESPONSIBLE FOR THE WORK OF: _____ **PERSONS**

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

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

Dates (From – To)	Position or Title	Company Name and Address	Reference and Phone Number

EXHIBIT 6B Continued

KEY PERSONNEL RESUME

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

EDUCATION SUMMARY:

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

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

EXHIBIT 6C

SECURITY SUITABILITY REQUIREMENTS

Facility Clearance	Required	Not Required
Top Secret		X
Final Secret	X	
DHS Suitability	X	

Personnel Clearance	Post Requirements (or ‘None’)
Top Secret	NONE
Final Secret	3
DOE “Q”	NONE
DOE “L”	NONE
NRC “Q”	NONE
NRC “L”	NONE
DHS Suitability	ALL

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

EXHIBIT 7**CONDUCT ON FEDERAL PROPERTY**

Appendix to Part 102-74--Rules and Regulations Governing Conduct on
Federal Property

Federal Management Regulations

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

Applicability (41 CFR 102-74.365). The rules in this subpart apply to all property under the authority of the General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to part 102-74 at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.370). Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

Admission to Property (41 CFR 102-74.375). Federal agencies must:

(a) Close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by subpart D of this part, Federal agencies must not close the property (or affected portions thereof) to the public.

(b) Close property to the public during working hours only when situations require this action to ensure the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials.

(c) Ensure, when property or a portion thereof is closed to the public, that admission to the property, or the affected portion, is restricted to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

(a) Improperly disposing of rubbish on property;
(b) Willfully destroying or damaging property;
(c) Stealing property;
(d) Creating any hazard on property to persons or things;
(e) Throwing articles of any kind from or at a building or the climbing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons in

and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property which:

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling (41 CFR 102-74.395). Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

- (a) Participating in games for money or other personal property;
- (b) Operating gambling devices;
- (c) Conducting a lottery or pool; or
- (d) Selling or purchasing of numbers tickets.

Narcotics and Other Drugs (41 CFR 102-74.400). Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

- (a) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- (b) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages (41 CFR 102-74.405). Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting commercial or political donations; vending merchandise of all kinds; displaying or distributing commercial advertising, or collecting private debts, except for:

- (a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled ``Solicitation of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations,`` and sponsored or approved by the occupant agencies;
- (b) Concessions or personal notices posted by employees on authorized bulletin boards;
- (c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454); and
- (d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 490(a)(16)).

Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

(a) Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-52, Section 636.

(b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities.

(c) Distributing materials, such as pamphlets, handbills, or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of subpart D of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420). Except where security regulations apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

(a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;

(b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and

(c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). Except seeing eye dogs, other guide dogs and animals used to guide or assist handicapped persons, persons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicular and Pedestrian Traffic (41 CFR 102-74.430). All vehicle drivers entering or while on Federal property:

(a) Must drive in a careful and safe manner at all times;

(b) Must comply with the signals and directions of Federal police officers or other authorized individuals;

(c) Must comply with all posted traffic signs;

(d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;

(e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and

(f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives (41 CFR 102-74.435). No person entering or while on property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or

concealed, except for official purposes.

Weapons (41 CFR 102-74.440) Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Nondiscrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in subpart C of this part while on any property under the charge and control of the U.S. General Services Administration shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations (41 CFR 102-74.455). No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (section 205(c), 63 U.S. Statutes, 390; 40 U.S.C. 486(c)).

Warning--Weapons Prohibited

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

ATTACHMENT 6 ADDITIONAL TERMS AND CONDITIONS

I. SCHEDULE OF SERVICES

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined in the statement of work and contract exhibits, as guard services and related duties, at federally owned and leased facilities protected by the Federal Protective Service at various locations primarily located in but not limited to the State of Oklahoma. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the statement of work contained herein.

02. CONTRACT TYPE

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed hourly rates issued against GSA Federal Supply Schedule (FSS) Contract 084.

03. ESTIMATED QUANTITIES

The attached Post Coverage Exhibit provides the basis for the estimated quantities of guard coverage included under this BPA. Those exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in actual calls issued against the BPA and any modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued at the established unit prices, as long as the change is within the scope of the BPA and the associated call.

04. PRICES

A. Department of Labor (DOL) Wage Determination (WD) and/ or Collective Bargaining Agreement (CBA)

1. The minimum wage rates and fringe benefits applicable to the Blanket Purchase Agreement (BPA) are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) incorporated into the BPA.
2. The applicable job classification under this request for quotes is: **Guard II**. This classification reflects the minimum wage rates that the Contractor

must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

B. Contingency Pricing

1. Contractors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(Nov 2006).
2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including fringe benefits specifically called out in a collective bargaining agreement, FPS may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (i.e. Industrial Funding Fee (IFF)). Any price adjustment request associated with such other direct cost(s) must be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price quote accepted by the Government at time of award.
3. For cost/price factors that are subject to variation, but are not subject to adjustment under the provisions above, contractors may factor in contingency allowances.

C. Definitions

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72-hour notification period.
 - a. In the event other agencies contact the Contractor to request Temporary Additional Services under this BPA, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
 - b. This Temporary Additional Service provision is intended to satisfy the Government’s short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services as permanent post locations.
3. Emergency Guard Services - Emergency Guard Services are those services required to safeguard federal employees, visitors, property and temporary facilities during disaster declarations and local facility emergencies. They may include large and small-scale deployments, short and long-term emergency situations, i.e. manmade and natural disasters & FEMA projects. The requirements under the “Emergency Guard Service” Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this BPA with little, if any, advance notice. The hourly rate for this “emergency guard service” CLIN shall be inclusive of any and all costs (e.g. travel costs) directly related to or incidental to providing service at locations to be specified when ordered. There will be no “phase-in” period for these requirements. The requirements ordered under the “Emergency Guard Service” CLIN will be limited to 120 days of service. Thereafter, provided notice is provided within 30 days before the expiration of the emergency guard service task order, any continuing long term requirements for those same post/locations shall be ordered at the regular hourly rates specified for fixed posts/facilities within the contract.

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

II. PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

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

02. MARKING

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

III. INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

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

IV. DELIVERIES OR PERFORMANCE

01. TERM OF CONTRACT

Performance will commence on the first day of the third month following BPA award. The full term of the BPA will be five (5) years with a base period of one year and four additional ordering periods of one year, each with fixed unit prices as quoted on the Pricing Schedule. The Contractor shall be given notice to proceed on individual calls against the BPA and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR 52.232-18, "Availability of Funds" (APR 1984)), throughout the term of the BPA.

Work under this BPA is expected to commence on or about 1 December, 2009. Performance periods shall be as follows:

Performance Period	Starting	Ending
Base Period:	12/01/2009	11/30/2010
Option 1:	12/01/2010	11/30/2011
Option 2:	12/01/2011	11/30/2012
Option 3:	12/01/2012	11/30/2013
Option 3:	12/01/2013	11/30/2014

02. 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 BPA. 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 BPA expiration date (see FAR clause 52.217-8, "Option to Extend Services" contained within the BPA). 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 within the BPA.

V. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES - Invoices shall be submitted via one of the following three methods:

A. By mail:

DHS, ICE
 Burlington Finance Center
 P.O. Box 1279
 Williston, VT 05495-1279
 Attn: FPS Region 7 Invoice

B. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

C. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (MAR 2009), the contractor shall annotate “FPS Region 7” on the face of each invoice. Failure to comply with these submission requirements will result in rejection of the invoice.

02. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this BPA and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within a BPA (inclusive of all modifications).

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

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

Any inquiries regarding payment shall be directed to the COTR and/or CO.

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
2. Reduction at Post – In the event that posted guards were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.
3. In the event the Contractor reports more hours than are reflected on the DHS Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.
4. In accordance with SOW, paragraph 5.2.C, the Government may also assess price deductions for each post hour where services are not rendered accordance to the provisions of the contract (e.g. guard on post but not properly equipped; guard on post with expired certifications, etc..)

B. Contractor Use of DHS Form 139, or Approved Alternate

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

04. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**A. Contracting Officer (CO)**

1. The CO for this RFQ and resultant award is: Ms. Patricia R. Campbell;

(b)(6)

2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the BPA. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the BPA's terms and conditions; make final decisions on unsatisfactory performance; terminate the BPA order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the order is:

(To be determined upon award of BPA or call)
2. The COTR is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the BPA Call work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the BPA, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.
3. After award of the BPA or call, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR shall not make any decisions regarding the performance of the work under the call except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.
4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA or the COTR assumes duties not designated in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

VI. CONTRACT CLAUSES

In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B Refresh 12), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-9	Use and Charges	JUN 2007
3052.211-70	Index for Specifications	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

02. Clauses Incorporated by Full Text

52.212-4 Contract Terms and Conditions—Commercial Items (MAR 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds

Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Aug 2009))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

___ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (7) [Reserved]

___ (8)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-6](#).

___ (iii) Alternate II (Mar 2004) of [52.219-6](#).

___ (9)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (10) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (11)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (12) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (13) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (15) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (16) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (33) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

(36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

(37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

(38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

(39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

(40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

(41) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

(42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

(ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

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

(5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

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

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

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251](#) note)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor **within three (3) days of expiration of the contract** [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45 days** [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) Years** (months) (years).

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

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

This Statement is for Information Only.

It is not a Wage Determination.

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Guard 2	\$15.23	36.25%

SICK LEAVE REQUIRED BY LAW:
13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- 1 New Year's Day
- 2 President's Day
- 3 Martin Luther King's Birthday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Columbus Day
- 8 Veterans Day
- 9 Thanksgiving Day
- 10 Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

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

FAR 52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#), Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) (A) *DEFINITIONS*. AS USED IN THIS CLAUSE—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is

sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to

include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) *All new employees.*
 - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety

performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or
 (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

3052.204-71 Contractor Employee Access (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

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

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

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 06)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Afiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except

that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

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

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

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

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

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

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

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the

ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common 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.

a. *Note: The disclosure below is also included on the "Quotation Cover Sheet" for completion and submission.*

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or quote.

INSURANCE REQUIREMENT

Pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997):

a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: "**The United States of America, acting by and through the Federal Protective service**" shall be named as an additional insured for general liability.

b. The coverage specified below, pursuant to FAR 28.207, reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The

amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

(End of Terms & Conditions Attachment)

**ATTACHMENT 7
WAGE DETERMINATIONS FOR OKLAHOMA**

The following wage determinations are provided with this RFQ, and, as applicable, are to be applied in accordance with the Service Contract Act and Department of Labor rules and regulations to calls that are issued under the resulting BPA.

CBAs

- 1) **CBA WD 2007-0242**: Industrial, Technical & Professional Employees Union (TPEU) (AFL-CIO) represents all post listed in Muskogee and McAlester.

- 2) **CBA WD 2002-0303**: United Government Security Officers of America (UGSOA), Local 201 represents all post in the State of Oklahoma listed except those in Muskogee and McAlester.

200901901

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2009-0190
Revision No.: 1
Date Of Last Revision: 09/22/2009

State: Oklahoma

Area: Oklahoma Counties of Bryan, Carter, Choctaw, Cleveland, Comanche, Custer, Garfield, Grady, Le Flore, Muskogee, Oklahoma, Okmulgee, Ottawa, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Tulsa, Washington

Employed on DHS contract for armed guard services:

Collective Bargaining Agreement between Knight Protective Service, Inc. and United Government Security Officers of America, Local 201, effective September 1, 2009 through August 31, 2014 and amended on August 29, 2009.

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).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KNIGHT PROTECTIVE SERVICE, INC.

AND THE

**UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA**

LOCAL #201 (OKLAHOMA)

September 1, 2009 through August 31, 2014

**ARTICLE I
PARTIES AND TERMS OF AGREEMENT**

This Agreement is made and entered into on this 29th day of August, 2009, by and between Knight Protective Service, Inc. (KPS) hereinafter referred to as the Company, and the United Government Security Officers of America (UGSOA), and its affiliated Local #201, hereinafter referred to as the Union.

This Agreement shall become effective on September 1, 2009, and shall continue in full force and effect through and until Midnight, August 31, 2014. This Agreement shall on its effective date, immediately succeed the Collective Bargaining Agreement currently in effect between the Company and the UGSOA. This Agreement shall be binding on a successor employer, if any, however this Agreement imposes no obligation on Knight to require that a successor employer be bound by this Agreement, and Knight will not incur any liability if a successor employer does not comply with any provision of this Agreement.

**ARTICLE II
PURPOSE**

Section 1. Whereas the general purpose of this Agreement is to promote the mutual interests of the Company and its employees, and to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy, and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and the safety and security of the government buildings, the parties to the Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings by establishing rules and minimum wage rates based on the standard of "a fair day's work for a fair day's pay."

Section 2. The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations.

Section 3. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or nonmembership or non-activity in the Union.

Section 4. The Company and the Union agree that neither they nor any employee shall discriminate against or harass fellow employees, suppliers, customers or others on the

basis of race, color, religion, gender, age, sex, national origin, veteran status, disability, or any other unlawful criteria as those terms are defined under applicable laws and regulations governing employment discrimination.

Section 5. The Company agrees that upon written request from the Union it will make a good faith effort to obtain and provide to the Union a complete copy of the Statement of Work.

ARTICLE III

RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent for all full-time and regular part-time guards as defined in Section 9(b)(3) of the Act (NLRA), including security officers, guards, security police officers and part-time supervisors, employed by the Company at its job sites at the Federal Building/U.S. Courthouse located at 200 NW 4th Street, U.S. Post Office/Courthouse located at 215 Dean A. McGee Avenue, FBI building located at 3301 West Memorial Drive, Oklahoma City Campus Facilities located at 301 NW 6th Street, INS building located at 4400 S.W. 44th Street, HHS, IRS building located at Robinson Plaza, 55 N. Robinson, SSA building located at Shepherd Mall, 2615 Villa Prom, SSA building located at 200 N.E. 27th Street, SSA building located at 121 South 12th Street, SSA building located at Lakewood Plaza, 518 W. Lakeview Road, SSA building located at 2400 E. Jackson, SSA building located at 2202 N. Van Buren, SSA building located at 909 E. Federal, SSA building located at 506 W. Utah, SSA building located at 921 Lonnie Abbott Industrial Blvd., SSA building located at 410 Opal Street, Federal Building/U.S. Courthouse located at 410 S.W. 5th Street, SSA building located at 1610 SW Lee Blvd., SSA building located at 321 Holiday Drive, I-44 & Mingo Valley Expy, 1645 E. 101st Avenue, SSA building located at 4750 S. Garnett Road, OHA building located at 2 West 2nd St. Suite 450, Federal Building located at 224 S. Boulder Avenue, U.S. Attorney's Office located at 110 W. 7th Street, SSA building located at 900 Leisure Lane, SSA building located at Miami Business Park, 2108 Denver Harner Road, SSA building located at 1306 Tarby Road, and the SSA building located at First Nation Office Park, 308 Creek Place (collectively the "Contract Sites"); but excluding office clerical employees, secretaries, captains, lieutenants, sergeants, managerial employees, supervisors as defined in the Act, and all other employees.

Section 2. The Company reserves the right to hire temporary employees for a period of ninety (90) days without said employees becoming covered by this Agreement.

ARTICLE IV DUES CHECKOFF

The Company agrees to deduct dues as designated by the Union on a semi-monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the supervisor or the Union. The Employee, upon thirty (30) days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. Upon request, the Company will provide a copy to the Union a list of newly hired and terminated employees covered by this Agreement.

The Company will remit all such deductions to the Local Union's Financial Treasurer within fifteen (15) days after the last day of the month for which the deductions were made, via regular check, on a semi-monthly basis. 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 Article. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and are corrected when brought to the Company's attention. The Company will not be responsible to collect or deduct dues in arrears.

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.

ARTICLE V MANAGEMENT RIGHTS

Section 1. The Union recognizes that any and all rights concerned with the management of the business and the direction of work force are exclusively those of the Company. The Company retains all of its normal, inherent common law rights to manage the business, whether or not exercised, as such rights existed prior to the time any union became the bargaining representative of the employees covered by this Agreement, except as limited by, and consistent with the rights of the Union and its represented employees as set forth in this Agreement or as established by law, statutes, and government regulations. The rights of management shall include the right to: hire, assign, schedule, layoff, recall, promote, demote, assign, transfer, suspend, discharge, or otherwise discipline employees for just cause; determine, establish, and implement terms and conditions of employment, determine, to establish or discontinue or change operations, productions, or work standards or plan rules, to judge employee performance and qualifications, to determine establish or continue reasonable policies, practices, and procedures for the conduct of the business and, from time to time, to

change or abolish such policies, practices or procedures in order to prevent any redundancy or duplication of work or for any other reason provided such rights and policies are not in conflict with any provision of this Agreement and do not abridge the rights and benefits of employees as conferred by this Agreement or otherwise; determine and select the uniform and equipment to be used in the Company's operations and, from time to time, to change or to discontinue the use of any uniform or equipment and to select new uniforms or equipment for its operations, including equipment for new operations; to determine the number of hours per day or week that operations shall be carried on; to establish day and night shifts, to set the hours of work and the number of employees for such shifts, and from time to time to change the shifts and the hours of employees thereof, to determine the fact of lack of work; to make and enforce safety rules and rules governing the conduct of employees within the work site and for the maintenance of discipline; and take any other measures which are reasonable and necessary for the orderly, efficient, and profitable operation of its business.

Section 2. 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.

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 Company not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past. This agreement represents the full and complete agreement between the parties. Unless otherwise provided for in this Agreement, all predecessor contractor past practices and all past practices prior to the date of this Agreement are hereby null and void and shall not constitute a precedent in the enforcement of the terms and conditions set forth in this Agreement. It is understood by both parties that they each waive the right during the life of this Agreement to bargain collectively with respect to any matters or subject that is a mandatory subject of bargaining, regardless of whether that matter or subject is referred to in the Agreement or was or was not discussed during the negotiations that led to this Agreement, unless the parties shall mutually agree otherwise.

Section 4. The Company shall have the right at any time to establish and administer the practices or customs of break periods and telephone calls by employees and to limit or restrict such practices or customs as the Company may determine necessary.

Section 5. The Company shall have the right to require of any employee at any time a Company paid physical examination by a physician of its choosing to determine said employee's physical and mental ability to perform their job assignment efficiently and safely. The Company shall pay employee for up to one hour per year for time spent

taking an employer-requested physical examination. The Company shall have the right to evaluate the ability of the employee to perform their job assignment efficiently and safely. The Company may promote, demote, lay off, transfer, or discharge said employee as a result of such evaluation. This Section shall be interpreted in accordance with applicable federal and state law.

Section 6. The Company shall have the right to conduct job studies and to evaluate the work performance of the employees by this Agreement, and shall have the right to transfer, or discharge employees for inefficiency, unsuitability, or inability to perform the work assigned to them.

Section 7. The Company shall have the right at any time to establish, administer, or change a drug and alcohol abuse prevention program in accordance with the Government contract and all modifications thereto, federal and state regulations. The Company shall have the right at any time to test employees for drugs or alcohol and to discipline employees based on the results of such tests.

Section 8. The above Management Rights are all-inclusive except where abridged by this Agreement.

ARTICLE VI DISCIPLINE AND DISCHARGE

Section 1. The Union recognizes and acknowledges that the Company has the duty of maintaining good discipline among its employees because the Company is responsible for the efficient operation of its business.

Section 2. 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. The disciplinary action will be administered within seven (7) calendar days of the offending conduct, excluding Saturday, Sunday and holidays, unless for operational reasons the seven (7) calendar day period has to be extended, however, disciplinary action will not be withheld for an unreasonable period of time. 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 3. When an individual accepts employment with the Company, they are expected to conduct themselves with proper regard for the rights of others and of the Company. 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 4. The company may discipline an employee in accordance with its Policies and Procedures except insofar said Policies and Procedures are in conflict with the terms of this Agreement, in which case the Agreement shall prevail.

Section 5. 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 four (4) hours notice, or where four (4) 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 6. In the case of any offense for which an employee may be discharged, the Company may, in its sole discretion, and without prejudice, impose a lesser penalty and such lesser penalty shall not limit the Company's right to discharge an employee for the same offense at any other time.

Section 7. After imposing a penalty for an offense, the Company may suspend all or part of such penalty or penalties on condition of good behavior by the employee or any other condition the Company deems appropriate. The suspension of such penalty shall not limit the Company's right to impose the penalty for that same offense without suspension at any other time.

Section 8. While on Company or Client premises for the purpose of investigating a grievance for which the Company has given its permission, an employee-representative of the Union shall have no right to claim any immunity from the requirements of good discipline. During representation meetings, both parties agree to conduct themselves in a mutually respectable, professional manner.

ARTICLE VII NO STRIKES/NO LOCKOUT

Section 1. 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 strikes (including sympathy, unfair labor practice, wildcat strikes), sit-downs, slow-

downs, sick-outs, work stoppages, boycotts, hand billing, picketing, work action, any acts honoring a picket line or any other acts that interfere with the Company's operations or the provision of its services during the term of this Agreement by the Local Union, its officers, agents and members, or by the employees.

Section 2. The Union agrees that it will not authorize, ratify, or condone a strike or any other activity described herein. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Such good faith efforts must include, but are in no way limited to the following:

- (a) The Union will, as soon as possible, declare to the Union's board and to the Company that such action is unauthorized;
- (b) The Union will inform all employees who participate in the strike or other proscribed activity that it is their individual responsibility; and
- (c) The Union will instruct all employees involved in the strike or other proscribed activity to immediately cease this violation of their Agreement and to return to work.

Section 3. The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this Article of the Agreement. If an employee is disciplined or discharged for participating in or encouraging violation of this Article, the Union shall have the right to grieve the whether the violation occurred, but not the discipline imposed by the Company. It shall be a violation of this Agreement, and it shall be considered a just cause termination where 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 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 4. The Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII REDUCTION OR INCREASE IN FORCES

Section 1. Bargaining Unit Seniority shall be calculated from the last date of hire into the bargaining unit.

Section 2. If laid off for lack of work or any reason other than disciplinary, an employee shall be retained on the recall list for a period of up to two (2) years

Section 3. Whenever there is to be a reduction in force in the bargaining unit, probationary employees will be laid off first, followed by the employees with the least amount of Bargaining Unit Seniority. 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 4. The Company will make a good faith effort to provide employees with a minimum of one week notice of a reduction in force, provided the Company receives the notification from the Government Contract Official to that effect prior to the one week requirement.

Employee(s) notified of lack of work will be given the opportunity to fill any available opening within the bargaining unit for which the employee is qualified, provided no additional training or moving expense is required. Should the Government (client) implement new rules, policies, procedures that would preclude a current employee(s) from continuing to be employed on this contract, the Company will attempt in good faith to locate a comparable open position where the employee(s) can continue employment with the Company providing the employee is qualified and meets all hiring criteria for the new position.

Section 5. Employees recalled from layoff shall be so recalled by in like manner: reverse order of seniority, the last laid off, who has maintained, and been afforded an opportunity to meet, all qualifications for employment (e.g. CPR/First Aid, physicals, written Government exams, psychological exams, clearances, and firearms/weapons qualifications etc.), is first to be recalled.

Employees on layoff will be given the opportunity to work a "Reserve Officer" position/or available reserve assignments (also in seniority order) from the laid off employee roster, if such position is open and the employee is qualified.

ARTICLE IX PROBATIONARY/TEMPORARY EMPLOYEES

Section 1. Employees hired on a temporary basis, new employees, and employees hired after a break in continuity of employment shall be considered as probationary employees for the first ninety (90) calendar days of continuous employment. An employee's probationary period can be extended, for an additional thirty (30) calendar days, by their supervisor, if warranted in the discretion of the Company.

Section 2. The Company shall have the right to discharge or otherwise discipline probationary employees during or prior to the end of the probationary period, with or

without cause, and the discharge or other discipline shall not be the subject of a grievance either by the employee or by the Union.

Section 3. Any employee promoted to a job classification covered by this 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.

Section 4. Temporary employees will be defined as an employee who hires in to the Company with expectancy of termination of employment on a certain date. No Temporary status employee shall accrue Bargaining Unit Seniority under the provisions of this agreement.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Any grievance as defined herein initiated by an employee or group of employees must be presented in writing and filed and processed in accordance with this grievance procedure.

Section 2. A grievance is defined as a claim or dispute with the Company by an employee or employees involving an alleged violation by the Company of the terms of this Agreement.

Section 3.

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 seven (7) 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 brought 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.

Sept 3: Within seven (7) working days after the grievance is brought to Step 3, 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 parties agree that this meeting may take place by telephone. 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 seven (7) 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 4. A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed in writing within seven (7) working days of the discharge.

Section 5. 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 6. 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 7. 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 8. 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 XI ARBITRATION

Section 1. Following 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 twenty (20) business days after filing of the notice, either party may ask the American Arbitration Association to furnish the parties with a panel of seven (7) qualified arbitrators. Within fourteen (14) business days after receipt of the list of arbitrators, either party may strike the names of any arbitrators on such list. If an arbitrator acceptable to both parties does not remain on the panel, either party may request a second panel from the American Arbitration Association. The parties shall alternately strike one of the submitted names from the second panel until one (1) name remains.

Section 2. 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.

Section 3. Jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the written terms of this Agreement, are subject to submission to arbitration;
- (b) Interpretation of the terms of this Agreement which are applicable to the issue presented to the arbitrator;
- (c) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of the Agreement or conflicts with the provisions of the Agreement;

Section 4. The following rules shall apply to any arbitration under this Agreement:

- (a) The arbitrator may not award back wages for a period of time prior to the date the grievance was filed in writing;
- (b) The arbitrator shall render a written decision which shall include a statement of the reasoning and grounds upon which such decision or award is based;

- (c) The arbitrator's award must be based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written beliefs of the parties; and

Section 5. Any dispute which arises under the Agreement but which is based on events that occur after its termination is expressly excluded from the jurisdiction of the arbitrator.

Section 6. No one arbitrator shall have more than one (1) grievance submitted to them, and under consideration by them, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered their decision and award in writing.

Section 7. The Arbitrator's decision will be final and binding upon the Company, the employee or employees involved, the Union and its' members.

ARTICLE XII CONTRACT MANAGER AND SITE SUPERVISOR

Section 1. The operation of and the authority over the security force shall be vested exclusively in the Company through its representatives, the Contract Manager and Site Supervisor. 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 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 (iii) the supervisor performs unit work requiring specialized skills, qualifications or training.

Section 2. The Company shall designate the days and nights or combination of days and nights of shifts which employees shall work during the week.

Section 3. The Contract Manager and Site Supervisor shall have the authority to call their work force or any part of it to work at different hours.

Section 4. If an employee works a holiday or is called in when not scheduled their schedule later in the defined workweek will not be adjusted without the employee's approval, except where necessary to reduce overtime.

Section 5. 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. The Company will use its best efforts to normally post the work schedule at least two weeks prior to the beginning of the work week. The Employees' schedules may be changed after being posted. Employees will be notified by management of any changes to the posted schedule.

ARTICLE XIII HOURS OF WORK

Section 1. The workweek shall be from Sunday 0001 to 2400 hours Saturday, exclusive. A work day shall be defined as from 0001 hours until 2400 hours. The provisions of this Article are intended merely to provide a basis for determining the number of hours work for which an employee shall be paid at overtime rates. Nothing herein shall be constructed as a guarantee by the Company of any specified number of hours of work per day or per week or as a limitation on the hours of work per day or per week.

Section 2. An Employee's applicable shift begins when the Employee is properly posted and the other employee is properly relieved in accordance with the post hour of operation. Central Standard Time (or as applicable by post location) shall be recognized as the official time of record. The Company shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section 3. 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. It shall not be the intent of the Company, the Union or the employees to unreasonably apply any of the terms of this Article. In the event that it is operationally impossible (i.e. in outlying posts or night shift) to provide relief for the lunch break or the break time and as a result an employee is required to remain at the location (building), the employee shall be compensated at their straight-time wage for the break time and meal period plus their regular hours of work. (i.e. an employee that works 12 hours and has no relief for (30 min) lunch break and their two (15 min) breaks would be paid 12 hours + 1 hour for missed breaks = 13 hours total. While on break(s) and meal period, employees are required to stay on-call and to respond to emergency situations as they arise.

Section 4. For purpose of rest periods and breaks, supervisors and managers may assume any posts when a relief officer is not readily available.

Section 5. An Employee called in to work will be guaranteed a minimum of two (2) hours of work or pay. Any employee causing the Company to call in relief under this provision for failure to report to duty or for failure to report to their post on time shall lose their hours for that day's shift to the called in employee, irrespective if they originally scheduled employee subsequently reports to duty. In the event a building is closed

because of order of the government after an employee has reported to work, the employee shall receive a minimum of two (2) hours pay for such day.

ARTICLE XIV OVERTIME

Section 1. Overtime payment shall be as follows:

- (a) Overtime pay is to be paid at the rate of one and one-half (1 and 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.
- (b) The overtime wage shall not include any fringe benefit payment.
- (c) Only hours actually worked shall be recognized in determining overtime eligibility. Leave time is always disregarded in computing overtime.
- (d) Holiday hours are disregarded in computing overtime.

Section 2. Overtime Distribution

The Company shall provide an ongoing list of all hours worked for all employees covered under the CBA for each pay period. This list shall be provided no later than 5 business days after the end of each pay period. This list shall include both Overtime hours, Holiday hours, Regular hours, PTO hours, Travel hours and Training hours.

Over Time Requirement

1. Overtime shall not be mandatory unless all Employees first decline the overtime by the seniority system and then overtime shall be assigned by reverse seniority. Mandatory Overtime shall be paid at twice the normal rate of pay.

Overtime Distribution

The company shall make every effort to distribute overtime by using the seniority system as defined below;

1. The supervisor for the building in which the overtime will occur, shall assign all Overtime and shall be responsible for maintaining an Overtime Call Roster (OCR). Attachment A
2. The Union shall provide the company with a list of all employees that are willing to work overtime at each post. The list shall be maintained by the Union and

updated as needed. The list will have all bargaining unit members wishing to volunteer to work that site by order of government seniority. The supervisor shall offer overtime to each unit member in the following order. Overtime shall be offered to the unit member with the highest Government Seniority date that is not working a scheduled bid shift on the day that overtime is available. It is understood that the Supervisor will continue to call down the list until the shift is filled. The supervisor will attempt up to two (2) contact phone numbers for each person. If the unit member is working a post at the time of the call, the supervisor must make contact with that unit member before continuing down the list. Leaving a message for a unit member currently on duty at a post is unacceptable and will not be allowed. If no response is received or a message must be left, the supervisor will continue calling down the list until the shift is filled. If a message is left and the unit member returns the Supervisor's call before the shift is filled, the unit member will be offered the Overtime. There will be no time required after a message is left before the Supervisor continues down the list. Officers who work day shift or night shift will be offered overtime regardless of their shift providing the overtime does not cause the officer to exceed the contractual requirement of no more than twelve (12) hours of continuous service. The decision to split a shift will be made by the scheduling supervisor.

3. If the unit member accepts or refuses the overtime, the supervisor shall note the date, time and amount of hours offered on the OCR, then move to the next unit member on the list.
4. This procedure shall be repeated until all overtime has been assigned.
5. At no time shall Overtime be worked by non-unit members, if a unit member is available and willing to work the overtime.
6. Bid schedules will not be adjusted unless absolutely necessary.
7. When overtime is again available, the supervisor shall start offering overtime beginning at the point where overtime finished in the previous round, unless unit members were skipped over because they were already working on the day/time overtime was available. If a unit member is working and not offered overtime because of his/her normal shift schedule, the unit member will be offered the next available overtime before the Supervisor continues down the list. The supervisor shall not return to the beginning of the list nor go back to any unit member who refused or accepted overtime until reaching the last unit member on the list. The Supervisor will then start back at the top on the unit member list. No non-unit employee may work any overtime unless the overtime has been turned down by each and every unit member.
8. The Union and the Company agree that overtime resulting from last minute call offs may have to be assigned to the first unit member who can come in immediately. If it becomes necessary to assign unit member to AGS hours

such as FEMA sites or other additional overtime hours not mentioned, the Company may assign these shifts in 7 day blocks instead of individual shifts to save on travel cost. No assignment shall be longer than 7 days unless the following block of shifts available have been offered to, and refused by, all other employees. Any unit member working block shifts that cause them to get overtime on multiple days shall be skipped for the same number of rotations on the Overtime call list. (If the officer worked 7 days resulting in 4 days with overtime, the officer will be skipped 4 times on the OCR.)

9. The company agrees to provide the Union a copy of the OCR used by the Supervisor for all overtime assigned. The OCR shall be provided to the Union within 5 business days after the close of the pay period.
10. A separate OCR sheet shall be use to fill each open shift.

If the company fails to offer overtime as required by this Article, the company shall pay the employee the amount of pay the employee would have received if the Company had allowed the employee to work the overtime assigned. (i.e. Employee A was next in line for overtime and the company failed to offer it to them in accordance with the CBA. Employee B worked the hours although they were not next in line for overtime. The Company would have to pay employee A for the hours he was not allowed to work and employee B for the hours they did work)

Nothing in this Section 2 shall be subject to the grievance and arbitration procedure of this Agreement.

Section 3. 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.

ARTICLE XV SCALE OF WAGES

The schedule of effective wages and job classifications for employees is set forth in the applicable local addendum hereto.

ARTICLE XVI HOLIDAYS

Employees shall be entitled to Holiday pay as set forth in the Addendum attached hereto.

**ARTICLE XVII
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 XVIII
JURY DUTY**

An employee summoned to serve on a jury shall receive compensation, if any, as set forth in the applicable local addendum attached hereto.

**ARTICLE XIX
BEREAVEMENT LEAVE/OTHER LEAVE**

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable local addendum attached hereto.

**ARTICLE XX
GOVERNMENT REQUIREMENTS**

Section 1. The Union agrees to cooperate with the Employer 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 Employer 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 Employer will, however, negotiate with the Union concerning the effects of any such change.

Section 2. 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 in such situation the sole issue subject to the grievance or arbitration procedures of this Agreement will be whether the contracting agency actually directed that the employee be removed or otherwise disciplined. An arbitrator shall have no authority to offer, condition or in any respect limit the Employer's right to remove an employee at the direction of the contracting agency. 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 all relevant information concerning the incident.

Section 3. The Union recognizes that the Employer has certain obligations in its contract with its client pertaining to security and agrees that nothing in this Agreement is intended to place the Employer in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Employer 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 sole issue subject to the grievance and arbitration procedures of this Agreement will be whether the governmental agency actually advised the Employer that the employee does not or cannot obtain the required Security Clearance. An arbitrator shall have no authority to offer, condition or in any respect limit the Employer's right to remove an employee at the direction of the contracting agency.

Section 4. The Company has a duty to service its client and should the State of Oklahoma suffer any "acts of God" or "natural disasters", to include hurricanes, tornados, floods or any other inclement weather, employees who are currently at work will be held over until properly relieved.

ARTICLE XXI

SAFETY and HEALTH

The Company agrees to maintain conditions of health, safety and sanitation in conformity with all applicable federal and state laws.

ARTICLE XXII

UNION REPRESENTATIVES

Section 1. The Union shall designate no more than one (1) Shop Steward per shift in Lawton, Tulsa and Oklahoma, and one (1) alternate per shift in Lawton, Tulsa and Oklahoma 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 2. 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 3. 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 4. If available, and not violating government rules or procedures, 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.

Section 5. Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business unless such use has been approved in advance by the Company. Employees who violate this section will be subject to disciplinary action.

ARTICLE XXIII POSTING

Section 1. Subject to government approval, the Company shall make a bulletin board available for use by the Union for the posting of notices at each work location (building).

Section 2. It is understood that where space cannot be made available, then a Company/Union Bulletin Book may be provided for the same purpose. A designated Union official may only remove notices posted by the Union. The Company designated representative may only remove Company notices. The Company reserves the right to remove any item deemed derogatory to the Company, Company Client, or Company subsidiaries.

Section 3. Union postings shall be approved by the Site Supervisor prior to posting. In the event that the Site Supervisor denies a Union posting, the Union shall be allowed one appeal to the Company Human Resources Manager. The decision of the Company Human Resource Manager shall be final.

ARTICLE XXIV UNIFORMS AND SAFETY EQUIPMENT

Section 1. The Company shall 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. The uniform allowance is not paid on training hours. Uniforms and equipment are the property of the Company. Employees are required to turn in all uniforms and equipment upon termination from the Company.

Section 2. The Company will provide at no cost to the employee, replacement uniforms and equipment as needed when they are worn out and cannot be repaired, except for neglect. Neglect will be determined at the sole discretion of the Company. Uniforms replaced due to neglect will be the financial responsibility of the employee. Uniforms will be kept cleaned, pressed, and serviceable, to include proper fit and tailoring, by the employee. The Company reserves the right to inspect uniforms and/or equipment at any time to ensure that the employee is properly maintaining their uniforms and/or equipment.

ARTICLE XXV HEALTH AND WELFARE BENEFITS

The Company shall pay the health and welfare benefits as set forth in the Addendum hereto.

ARTICLE XXVI POST/SHIFT BIDDING

Section 1. October of each year, employees shall bid their shift schedules among any/all designated assignments in the order of seniority as shown in list 1 and 2 in section 11 of this Article. The new shift bid will take effect at 0001 hours the Sunday following it's completion.

Section 2. For the sole purpose of the agreement there will be no split shift to exceed two (2) hours between assignments, except in bona-fide emergencies or where voluntarily agreed to by an employee.

Section 3. The Company will create the shift assignments and hours on the bid sheet and the Employees will bid the shifts and hours. There will be no more than two assignments with a combination of day and night shifts, per bargaining unit, unless voluntarily agreed to by the employee or during bona-fide emergencies.

Section 4. The current practices will continue for rotating assignments throughout the day where applicable.

Section 5. The Site Supervisor or Contract Manager will post and maintain the annual schedule at all the work locations.

Section 6. The Company shall make all determinations concerning the shift bid, including but not limited to a determination as to who is qualified to work all posts.

Section 7. Permanent unsuitability for any particular assignment/post will be handled on a case by case basis subject to all provisions in this agreement.

Section 8. After 90 days in to the annual shift bid, any two employees may agree to switch their permanent assignments/shifts if done so in writing and approved by the site supervisor.

Section 9. The client shall have the first right of refusal on any assignment(s) bid by employee(s).

- a. If a refusal is made versus an employee's bid for any particular assignment, the refusal by the client (Government) shall be provided to the Union in writing.

Section 10. The FBI location will generally be considered exempt from the normal shift bid. The positions and assignments within the FBI location will be bid first from within, and if there are no Officers with a clearance to bid and FBI post the following procedure will be used:

Section 11. Employees who are normally working 36 hours per week or more will have rights to bid vacancies before an employee who normally works less than 36 hours.

There shall be two lists maintained by the Company.

Seniority List 1 shall be all officers working 36 hours or more per week.

- a) Seniority List 1 shall start with the unit member with the oldest Shift Bid Seniority date.

Seniority List 2 shall be all officers normally working less than 36 hours per week

- a) Seniority List 2 shall start with the unit member with the oldest Shift Bid Seniority date.

Shift Bid Seniority is the first day an officer bids on and wins a post.

Any Officer who voluntarily reduces his or her hours below 36 hours per week for more than 4 weeks will automatically be placed on the less than 36 hours per week list.

It is understood that any approved leave of absence or a leave of absence covered by controlling Law and this Agreement, which would cause an employee to fall below 36 hours will not be considered a voluntary reduction of hours.

Section 12. The Company shall be the sole judge of the qualifications of its employees.

Section 13. In the interest of maintaining continuous operations, the Company may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with this Article, or assign an employee to a position that is part of a temporary security assignment directed by the Government, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority for qualified employees. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage and fringe benefits available to Employees regularly assigned to the site to which they are being transferred, or the regular hourly wage and fringe benefits they receive at their regular site under this Agreement. Employees so assigned will be subject to all other work rules and procedures applicable at the location to which the Employee is transferred.

Section 14. Due to the changing work environment, all Employees are subject to assignment on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

ARTICLE XXVII

SENIORITY

Section 1. Government Seniority shall be measured from the date of the employee's 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 as defined below. Government Seniority shall be used in determining the applicable fringe benefits earned by employees under provisions of the Service Contract Act and this agreement.

Government Seniority lists shall be furnished by the Company to the proper Union officials or the President's designated representative if requested in writing. The Company may require the employee to initial and date, for verification, next to their Government Seniority date.

Government Seniority of an Employee shall be terminated upon retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) absent unusual circumstances as determined by the Company, 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 layoff for a period exceeding two (2) years;
- (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 layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than 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 overnight or certified letter to the last known address of the employee, with a copy to the Union. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section 2. Bargaining Unit Seniority shall be measured from an employee's date of hire into the bargaining unit, unless modified due to transfer out of the unit or termination of Bargaining Unit Seniority as defined below.

Bargaining Unit Seniority shall be used for all purposes other than those applicable to Government Seniority.

Any Employee transferred out of the designated Local Bargaining Unit on a non-temporary basis for any reason shall lose their Bargaining Unit Seniority

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than sixty (60) days shall lose their Bargaining Unit Seniority. If they return to the bargaining unit at a later date, their Bargaining Union Seniority will start on that return date.

The Union shall maintain all records of Bargaining Unit Seniority lists and present them to the Company when requested by the Company in writing.

**ARTICLE XXVIII
PERSONAL DATA**

Section 1. Employees shall notify the Employer, in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

Section 2. Upon written request from the Union, the Company shall provide in writing or electronic format the proper mailing address and telephone number or of any change of name, address, or telephone number of all employees.

**ARTICLE XXIX
PHYSICAL EXAMS**

Employees entering the service of the Company may be required to take a physical specified by the Company. Any time thereafter, an employee maybe subject to further physical/medical exam to determine the employee's fitness for duty. The Company may designate the physician or clinic, at its discretion.

**ARTICLE XXX
GENERAL**

Section 1. 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 as of the effective date of this Agreement 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 2. 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 3. 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 may result in disciplinary action.

Section 4. It is the employee's responsibility to maintain the status of any permits, clearances or other qualifications required by the state or local law or the federal government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances (hereinafter referred to as "credentials"). Forms for the reporting of such information will be available from the Company. An employee whose credentials expire will be suspended until such time the employee becomes qualified again. If an employee does not become qualified within thirty (30) days after the expiration of a required credential, the employee will be considered to have voluntarily resigned. An employee who fails to notify the Company of the expiration of a required credential shall be discharged. If the State of Oklahoma or any local government therein require that security employees possess a commission card/license in order to carry a weapon, the employee will pay for the cost of the card/license including the renewal and fines associated with such renewals if applicable.

Section 5. The parties recognize that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment on the job poses risks to the Company, the affected employee and his co-workers and the public. Accordingly, the Company's Drug and Alcohol Policy is expressly incorporated into this Agreement. Compliance with that Policy is a condition of continued employment, and violations thereof subject an employee to immediate termination.

Section 6. A full-time employee may not obtain employment with another employer without first obtaining written permission from the Company. An employee who is given permission to work for another employer must have an eight (8) hour break between the time the employee works for the Company and such other employer. An employee who violates this Section shall be discharged.

**ARTICLE XXXI
DURATION**

This Agreement shall be in full force and effect on September 1, 2009, and shall remain in force and effect until Midnight, August 31, 2014.

AGREED TO BY THE PARTIES:

United Government Security Officers
Of America

Knight Protective Service, Inc

(b)(6)

President

CEO, President

FOR: United Government Security Officer of America International Union

(b)(6)

National President

ADDENDUM**WAGES**

	<u>POSITION</u>	<u>RATES</u>
<u>CURRENT:</u>	Guard II	\$19.22
<u>EFFECTIVE DECEMBER 1, 2009:</u>	Guard II	\$20.57
<u>EFFECTIVE JULY 1, 2010:</u>	Guard II	\$21.80
<u>EFFECTIVE JULY 1, 2011:</u>	Guard II	\$23.11
<u>EFFECTIVE JULY 1, 2012:</u>	Guard II	\$24.49
<u>EFFECTIVE JULY 1, 2013:</u>	Guard II	\$25.96
<u>EFFECTIVE JULY 1, 2014:</u>	Guard II	\$27.52

HEALTH & WELFARE

Upon the effective date of this Agreement, the Company will provide employees with Health & Welfare benefits equal to three dollars and fifty-six cents (\$3.56) per hour for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek. Contributions in such amount shall be made to a *bona fide* 401(k) benefit fund selected by the Company. The parties agree to reopen negotiations concerning the fund to which these contributions are made upon request by either party.

PERSONAL TIME OFF

Upon the effective date of this Agreement, the Company will provide the following personal time off benefits:

After one (1) complete year of service, an employee is entitled to 128 hours of Paid Time Off.

After three (3) years of service, an employee is entitled to 168 hours of Paid Time Off.

After five (5) years of service, an employee is entitled to 208 hours of Paid Time Off.

After ten (10) years of service, an employee is entitled to 249 hours of Paid Time Off.

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.

Paid Time Off is earned on the employee's anniversary date. There is no accrual or vesting of Paid Time Off prior to the employee's anniversary date.

Paid Time Off 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 Paid Time Off, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his Paid Time Off in more than one segment with the consent of the Company.

Paid Time Off will be granted to employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of Paid Time Off periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a Paid Time Off period once assigned will not be canceled by the Company except with the agreement of the employee.

An employee who will be absent due to illness or injury must provide the Company 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. Failure to do so will result in disciplinary action and in the forfeiture of sick leave in an amount equal to the time the employee was absent.

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 Company a physician's statement supporting the employee's absence and certifying that the employee is able

to return to work. Upon reasonable request, the Company reserves the right to require a physician's statement for absence of any period of time due to illness or injury. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion (at the Company's expense). If the opinion of the second physician and the employee's physician differ, the Company may require the employee (at the Company'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 forfeit sick leave in an amount equal to the time the employee was absent, 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.

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

HOLIDAYS

Section A.

During the term of the Agreement, the following Holidays will be recognized:

- | | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence 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.

UNIFORMS

Upon the effective date of this Agreement, all employees will receive an allowance of twenty-five cents (\$.25) per hour worked for laundering and maintenance of Company furnished uniforms. Effective December 1st, 2009 the allowance shall be thirty-five cents (\$.35). Upon termination of employment, all clothing and equipment shall be returned to the Company. Returned clothing shall be cleaned and pressed and returned on hangers. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Company 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 Company.

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. If employee demonstrates that the funeral will be held out-of-state, then the paid leave shall not exceed four (4) days.

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, SIBLINGS, AUNT AND UNCLE**

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.

JURY DUTY

The Company agrees to pay employees called for jury duty their normal full regular pay up to forty (40) hours in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury duty, less any fees or sums received from the Court, under the following conditions:

- a. The employee must notify the Company within seventy-two (72) hours after he or she receives a notice that he or she is subject to jury duty;
- b. The employee must provide the Company with written evidence from the court that he/she performed jury service and of the amount that the employee was compensated for such service.
- c. No compensation shall be paid by the Company 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.

PARKING

The Company agrees to make parking spots available to employees where paid parking is required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of August, 2009.

FOR: UGSOA Local #201

FOR: Knight Protective Service, Inc.

(b)(6)

President

CEO, President

FOR: United Government Security Officer of America International Union

(b)(6)

National President

Collective Bargaining Agreement

Between

Knight Protection Service

and

**Industrial Technical and Professional Employees Union,
AFL-CIO**

Effective Dates

August 1, 2009

to

July 31, 2012

PREAMBLE

THIS AGREEMENT is entered into by and between KNIGHT PROTECTIVE SERVICE, INC., hereinafter referred to as the "Company", and the ITPEU, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 - UNION RECOGNITION

Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all full-time and regular part-time guards as defined in Section 9(b)(3) of the Act (NLRA), including security officers, guards, security police officers and part-time supervisors, employed by the Company at its current job sites at US Federal Buildings in Muskogee and McAlester, Oklahoma (collectively the "Contract Sites"); but excluding office clerical employees, secretaries, managerial employees, supervisors as defined in the Act, and all other employees. 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.

Part-time employees are defined as any employee regularly working less than 32 hours per week.

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 Appendix hereto to the Contracting Officer at every facility where this Agreement is applicable.

ARTICLE 2 - UNION SECURITY AND MEMBERSHIP

Section A.

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 forms shall be provided by the Union. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. 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, dates hired, and amounts deducted. The total remittances are to be made fifteen (15) days after the last day of the month for which the deductions were made. The

amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

Section B.

Payment for membership dues shall not be required as a condition of employment during approved 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 C.

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 D.

The Company will provide a copy 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, 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 provided to the International Union Treasurer.

Section E.

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 F.

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.

Section G.

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.

ARTICLE 3 - EQUAL OPPORTUNITY

Section A.

The Company and the Union agree that neither they nor any employee shall discriminate against or harass fellow employees, suppliers, customers or others on the basis of race, color, religion, gender, age, or any other unlawful criteria as those terms are defined under applicable laws and regulations governing employment discrimination.

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 4 - ACCESS TO UNIT / 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 and alternates.

Section B.

The Union agrees that the Shop Stewards and/or Union officials will work at their regular jobs at all times except when they are relieved to attend to the grievance procedure. Prior to leaving the work area, a Shop Steward and/or Union official will request permission from the supervisor. Shop Stewards and/or Union officials will not leave the work area during work hours without permission.

Section C.

The Shop Stewards and/or Union officials shall not interfere with the management of the business or the work of any employee, but may notify the Company, file grievances, and also notify the employee participating therein. Shop Stewards and/or Union officials may not interview any employee or otherwise conduct Union-related business with any employee while such employees is on duty, nor shall any employee conduct Union-related business while on duty without permission. Subject to government rules and requirement, Shop Stewards and/or Union officials are authorized to remain on the premises for such reasonable periods as are required to meet their union responsibilities, and employees whom a Shop 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. Company 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 5 - PROBATIONARY PERIOD

Section A.

Every new employee and any employee rehired after a break in service shall be on probation for the first ninety (90) days of employment or re-employment.

Section B.

At any time during the probationary period, an 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 concerning discipline or discharge. However, a probationary employee may file grievances related to wages, hours, seniority, and issues not related to disciplinary matters.

Section C.

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first ninety (90) 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 ninety (90) 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 6 - SENIORITYSection 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. No 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. 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, if one exists.

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.

Absent unusual circumstances, the work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week. Schedules may be changed after being posted. Employees will be notified by management of any changes to the posted schedule.

Section D.

Except as otherwise provided herein, seniority shall be measured from the date of the employee's initial hire at any facility with the Company, or a predecessor employer engaged in providing similar services at the facilities covered by this Agreement, whichever is greater, 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, regardless of where such service was performed, for the purposes of vacation schedules and longevity with the Company. For purposes of bidding and layoffs, seniority shall be measured from the date of the employee's initial hire at the bargaining unit's facilities.

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.

Section G.

Employees from outside the bargaining unit will not be transferred into the bargaining unit or assigned any bargaining unit work solely for the purpose of bumping a bargaining unit employee. Employees from outside the bargaining unit may be assigned bargaining unit work if no bargaining unit member is reasonably anticipated to be available to perform the work without exceeding forty (40) hours in that workweek.

ARTICLE 7- DISCIPLINE

Section A.

No employee shall be disciplined or 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 Policies and Procedures except insofar said Policies and Procedures 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 8 - 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 Appendix 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 brought 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 grievance is brought to Step 3, 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 parties agree that this meeting may take place by telephone. 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 Company 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 of 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 9 - 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.

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, the Union will reimburse such personnel for time lost.

Section C.

Jurisdiction of the arbitrator selected shall be limited to:

- (1) Adjudication of the issues which, under the written terms of this Agreement, are subject to submission to arbitration;
- (2) Interpretation of the terms of this Agreement which are applicable to the issue presented to the arbitrator;
- (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of the Agreement or conflicts with the provisions of the Agreement;

Section D.

The following rules shall apply to any arbitration under this Agreement:

- (1) The arbitrator may not award back wages for a period of time prior to the date the grievance was filed in writing;
- (2) The arbitrator shall render a written decision which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
- (3) The arbitrator's award must be based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written beliefs of the parties.

Section E.

Any dispute which arises under the Agreement but which is based on events that occur after its termination is expressly excluded from the jurisdiction of the arbitrator.

Section F.

No one arbitrator shall have more than one (1) grievance submitted to them, and under consideration by them, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered their decision and award in writing.

Section G.

The Arbitrator's decision will be final and binding upon the Company, the employee or employees involved, the Union and its' members.

ARTICLE 10 - 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 11 - LEAVE-OF-ABSENCE

Section 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. Unless otherwise agreed to in writing by the Company, an employee will be required to use all Vacation and Sick Leave before taking unpaid leave.

Section B.

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 C.

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

Section D.

All leaves-of-absence must be applied for in writing and if granted must be granted in writing by the Company.

Section E.

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 12 - BEREAVEMENT LEAVE

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable local Appendix attached hereto.

ARTICLE 13 - REST PERIODS

Section A.

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.

Section B.

For the purpose of rest periods and breaks, supervisors and managers may assume any

post when a relief officer is not readily available.

ARTICLE 14 - 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 15 - WAGES

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

ARTICLE 16 - OVERTIME

Section A.

Overtime pay is to be paid at the rate of one and one-half (1 and 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 workweek. A workday 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 Company shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Employees who are selected to temporarily cover the supervisory post assignment will be required to comply with post orders and otherwise perform the functions of a supervisors, but such employees shall have no express authority to hire or fire. The parties recognize that these temporary assignments and limited authority will not remove the employee from the bargaining unit.

Section B.

An employee called in outside his regular work schedule shall be guaranteed a minimum of three (3) 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 three (3) 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 unanticipatable reasons or special circumstances.

The Company will in good faith distribute overtime work as equitably as practical among the employees the Company 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. To the extent overtime is required, the Company agrees to attempt in good faith to offer such overtime to bargaining unit members, although nothing in this Agreement prohibits the Company from avoiding overtime by offering such work to non-bargaining unit members, if available, at straight time pay.

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 17 - HEALTH AND WELFARE

Employees shall be entitled to the health and welfare benefits as set forth in the Appendix hereto.

ARTICLE 18 – ANNUAL BENEFITS

Employees shall be entitled to annual benefits as set forth in the Appendix hereto.

ARTICLE 19 - VACATION

Employees shall be entitled to vacation leave as set forth in the Appendix attached hereto.

ARTICLE 20 - HOLIDAYS

Employees shall be entitled to Holiday leave as set forth in the Appendix attached hereto.

ARTICLE 21 - UNIFORMS AND SAFETY EQUIPMENT

The Company will provide at no cost to all employees required uniforms and safety equipment as stipulated in the Appendix hereto.

ARTICLE 22 - JURY DUTY

An employee summoned to serve on a jury shall receive compensation, if any, as set forth in the applicable local Appendix attached hereto.

ARTICLE 23 - PENSION

The Company shall make pension contributions as set forth in the Appendix hereto.

ARTICLE 24 - 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 25 - 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 26 - 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 27 - GOVERNMENT REQUIREMENTSSection 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, upon request, discuss with the Union 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 in such situation the sole issue subject to the grievance or arbitration procedures of this Agreement will be whether the contracting agency actually directed that the employee be removed or otherwise disciplined. An arbitrator shall have no authority to offer, condition or in any respect limit the Company's right to remove an employee at the direction of the contracting agency. 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 sole issue subject to the grievance and arbitration procedures of this Agreement will be whether the governmental agency actually advised the Company that the employee does not or cannot obtain the required Security Clearance. An arbitrator shall have no authority to offer, condition or in any respect limit the Company's right to remove an employee at the direction of the contracting agency.

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.

Section E.

The Company has a duty to service its client and should the State of Oklahoma suffer any "acts of God" or "natural disasters", to include hurricanes, tornados, floods or any other

inclement weather, employee's who are currently at work will be held over until properly relieved.

ARTICLE 28 - GENERAL

Section A.

This Agreement and the Appendix 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 Appendix hereto is declared invalid by any competent court or governmental agency, such invalidation shall not affect the remaining provisions of this Agreement and the Appendix.

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 subject 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 three (3) business days 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 work rules, and to judge employee performance and qualifications provided, however, that with respect to any action which results in a substantial and material loss of wages or hours of work for at least a majority of the bargaining unit, the Company will, upon request by the Union, confer concerning the effects of such change. 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.

This agreement represents the full and complete agreement between the parties. It is understood by both parties that they each waive the right during the life of this Agreement to bargain collectively with respect to any matters or subject that is a mandatory subject of bargaining, regardless of whether that matter or subject is referred to in the Agreement or was or was not discussed during the negotiations that led to this Agreement, unless the parties shall mutually agree otherwise.

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.

Employees who are selected to temporarily cover a supervisory post assignment will be required to comply with post orders and otherwise perform the functions of a supervisor, but such employees shall have no express authority to hire or fire. The parties recognize that these temporary assignments and limited authority will not remove the employee from the bargaining unit.

Section J.

It is the employee's responsibility to maintain the status of any permits, clearances or other qualifications required by the state or local law or the federal government, including, but not limited to, weapons permits, CPR/first aid training, and suitability clearances (hereinafter referred to as "credentials"). Forms for the reporting of such information will be available from the Company. An employee whose credentials expire will be suspended for up to thirty (30) days or until such time the employee becomes qualified again. If an employee does not become qualified within thirty (30) days after the expiration of a required credential, the employee will be considered to have voluntarily resigned. An employee who fails to notify the Company of the expiration of a required credential shall be discharged.

Section K.

The parties recognize that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment on the job poses risks to the Company, the affected employee and his co-workers and the public. Accordingly, the Company's Drug and Alcohol Policy is expressly incorporated into this Agreement. Compliance with that Policy is a condition of continued employment, and violations thereof subject an employee to immediate termination.

Section L.

A full-time employee may not obtain employment with another employer without first obtaining written permission from the Company. An employee who is given permission to work for another employer must have an eight (8) hour break between the time the employee works for the Company and such other employer. An employee who violates this Section shall be discharged.

Section M.

In the interest of maintaining continuous operations, the Company may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with this Agreement, or assign an employee to a position that is part of a temporary security assignment directed by the Government, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority for qualified employees. In the absence of volunteers, assignments shall be made on a reverse seniority basis. Employees so assigned will receive the higher of the base hourly wage and fringe benefits available to Employees regularly assigned to the site to which they are being transferred, or the regular hourly wage and fringe benefits they receive at their regular site under this Agreement. Employees so assigned will be subject to all other work rules and procedures applicable at the location to which the Employee is transferred.

Due to the changing work environment, all Employees are subject to assignment on an as-needed basis. Failure to comply with the assignment may lead to disciplinary action.

An employee who is assigned on a non-temporary basis to a contract site that is not governed by this Agreement will no longer be a member of this bargaining unit.

ARTICLE 29 - DURATION

This Agreement shall become effective July 1, 2009, and shall continue in full force and effect until June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 31st day of August, 2009.

FOR: ITPEU, AFL-CIO

FOR: Knight Protective Service, Inc

(b)(6)

Title: Representative

Title: CEO

APPENDIX

The parties agree to re-open negotiations for the limited topics of wage rates and contribution rates to the Health and Welfare, Pension, and ABF Funds for calendar years 2011 and 2012. Such negotiations shall be conducted by telephone conference and/or the exchange of written proposals. If the parties are not able to reach agreement by August 1, 2010 (for calendar year 2011) or August 1, 2011 (for calendar year 2012), either party may terminate this Agreement upon ten (10) days written notice to the other party.

WAGES**CURRENT :**

Pay Grade	Years of Service/Step Scale Hourly Rate									
	Probation 0-6 Months	Under 2	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 14	Over 16
Guard II	14.87	15.98	16.05	16.10	16.17	16.23	16.30	16.37	16.44	16.51
Senior Guard II	N/A	16.19	16.24	16.30	16.37	16.44	16.50	16.56	16.63	16.72
Corporal	N/A	16.61	16.66	16.73	16.79	16.86	16.92	16.98	17.06	17.14
Lieutenant	N/A	18.13	18.20	18.25	18.31	18.37	18.43	18.51	18.57	18.64

EFFECTIVE DECEMBER 01, 2009:

Pay Grade	Years of Service/Step Scale Hourly Rate									
	Probation 0-6 Months	Under 2	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 14	Over 16
Guard II	15.32	16.46	16.53	16.58	16.66	16.72	16.79	16.86	16.93	17.01
Senior Guard II	N/A	16.68	16.73	16.79	16.86	16.93	17.00	17.06	17.13	17.22
Corporal	N/A	17.11	17.16	17.23	17.29	17.37	17.43	17.49	17.57	17.65
Lieutenant	N/A	18.67	18.75	18.78	18.86	18.92	18.98	19.07	19.13	19.20

HEALTH & WELFARE

The Company shall contribute to the ITPE Health and Welfare Fund the sum of three dollars and sixteen cents (\$3.26) per hour for all straight time hours worked at the Contract Site, not to exceed forty (40) hours in any workweek. Effective December 1, 2009, the contribution rate shall be three dollars and thirty-five cents (\$3.35).

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 H& W Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and resolutions duly adopted by the Board of Trustees of such Plan pursuant to the powers delegated to them by the H&W 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 result in an increase in the Company=s contribution rate.

PENSION

The Company shall contribute to the ITPE Pension Fund the sum of seventy cents (\$.70) 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. Effective December 1, 2009, the contribution rate shall be ninety-five cents (\$.95).

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and resolutions duly adopted by the Board of Trustees of such Fund pursuant to the powers delegated to them by 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 result in an increase in the Company=s contribution rate.

ANNUAL BENEFIT FUND

For the purpose of providing annual benefits consisting of but not limited to vacation pay, holiday pay, sick pay, jury leave pay and bereavement pay, the Company shall contribute to the ITPE Annual Benefit Fund the sum of \$3.97 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 Annual Benefit Fund and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and resolutions duly adopted by the Board of Trustees of such Fund pursuant to the powers delegated to them by the Fund.

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 result in an increase in the Company=s contribution rate.

The Company shall have no obligation to provide vacation pay, holiday pay, sick pay, training pay, jury duty pay, bereavement pay or any other benefits provided by the Plan. The Company=s sole obligation shall be to make the contributions to the Plan required hereunder. Benefits shall be paid by the Plan in accordance with the terms and eligibility requirements set forth therein.

Nothing in the Plan and no actions by the Board of Trustees shall affect the provisions of this Agreement relating to vacation leave, holiday leave and sick leave. Notwithstanding the payment of a benefit by the Plan, the terms and conditions governing vacation, holiday and sick leave shall be governed by the provisions herein.

VACATION

Vacation pay shall be paid by the Annual Benefit Fund in accordance with the terms and eligibility requirements set forth therein. Vacation Leave (i.e., time off) shall be accrued and granted as follows:

After one (1) year of service, 2.69 minutes per hour for all hours worked in their previous anniversary year, up to a maximum of 4,788 minutes (2 weeks).

After five (5) years of service, 4.04 minutes per hour for all hours worked in their previous anniversary year, up to a maximum of 7,191 minutes (3 weeks).

After ten (10) years of service, 5.40 minutes per hour for all hours worked in their previous anniversary year, up to a maximum of 9,612 minutes (4 weeks).

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.

Vacation is earned on the employee's anniversary date. There is no accrual or vesting of vacation prior to the employee's anniversary date.

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

Holiday pay shall be paid by the Annual Benefit Fund in accordance with the terms and eligibility requirements set forth therein. In addition to any holiday pay to which he or she may be entitled to receive from the Annual Benefit Fund, an employee who is required to work on a holiday shall be paid at his or her regular straight time rate. An employee who is assigned to work on a holiday and refuses or fails to report shall be subject to discipline.

Holiday pay shall not be used for the purpose of computing overtime.

SICK LEAVE

Section A.

Sick pay shall be paid by the Annual Benefit Fund in accordance with the terms and eligibility requirements set forth therein. Sick Leave (i.e., time off) shall be accrued and granted as follows.

Section B

Sick Leave shall be used when an employee is unable to perform the functions of his/her position because of illness or injury or when the Company permits an employee to be absent or take leave for other reasons.

Section C

Sick Leave is accrued at the rate of 2 day for each month of continuous service. Employees shall not be permitted to accrue Sick Leave in excess of forty eight (48) hours. Employees who exceed their accrued Sick Leave may be subject to disciplinary action, up to and including discharge.

Section D

An employee who will be absent due to illness or injury must provide the Company 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. Failure to do so will result in disciplinary action and in the forfeiture of Sick Leave in an amount equal to the time the employee was absent.

Section E

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 Company a physician=s statement supporting the employee's absence and certifying that the employee is able to return to work. Upon reasonable request, the Company reserves the right to require a physician=s statement for absence of any period of time due to illness or injury. If the Company questions the physician=s statement submitted by the employee, the Company may require the employee to obtain a second opinion (at the Company=s expense). If the opinion of the second physician and the employee=s physician differ, the Company may require the employee (at the Company=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 forfeit Sick Leave in an amount equal to the time the employee was absent, 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 Company's Family & Medical Leave Policy, the provisions of that policy will supersede any provision of this Article which is inconsistent with that Policy.

UNIFORMS AND SAFETY EQUIPMENT

All employees will receive an allowance of fifteen cents (\$.15) per hour worked, up to a maximum of forty (40) per week, when required to launder and maintain Company furnished uniforms. Effective December 1, 2009, the contribution rate shall be twenty-five cents (\$.25).

Upon termination or resignation of employment, all clothing and equipment shall be returned to the Company. 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 Company to deduct from the employee's final paycheck the cost of all unreturned clothing and equipment. The employee is responsible for any lost, stolen or damaged uniforms or equipment that was issued to the employee while employed with the company and will be responsible to pay immediately for replacement of missing items.

JURY DUTY

The Company agrees to provide leave to employees called for jury duty under the following conditions:

- a. The employee must notify the Company within seventy-two (72) hours after he or she receives a notice that he or she is subject to jury duty;
- b. The employee must provide the Company with written evidence from the court that he/she performed jury service.

Pay for jury duty will be provided by the Annual Benefit Fund in accordance with the terms and eligibility requirements set forth therein.

BEREAVEMENT LEAVE

Bereavement pay shall be paid by the Annual Benefit Fund in accordance with the terms and eligibility requirements set forth therein. 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 period of 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. The term "immediate family" as used herein is defined as consisting of the following members only:

**MOTHER, FATHER, SPOUSE, CHILDREN, GRANDPARENTS,
GRANDCHILDREN, SIBLINGS, AUNT AND UNCLE**

No employee is otherwise entitled to sick leave 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
31st day of August, 2009.

FOR: ITBELL AEL CIO

FOR: [Redacted]

[Redacted Signature Area]

(b)(6)

Title: Representative

Title: CEO

Letter of Understanding
Knight Protective Services, Inc. / ITPE
Right-To-Work

Industrial Technical and Professional Employees Union, AFL-CIO ("ITPE") and Knight Protective Service, Inc. ("KPS") agree as follows:

Oklahoma's constitution currently prohibits union membership as a required condition of employment. (Oklahoma Constitution, Article XXIII, Section 1A). If Oklahoma amends its constitution to repeal this Article, upon request by either party the parties will re-open contract negotiations limited to Article 2 – Union Security and Membership.

The parties hereto agree to affix their signatures below with the intention to be bound by this agreement, this 15th day of September, 2009:

FOR: ITPEU, AFL-CIO

FOR: Knight Protective Service, Inc.

(b)(6)

Title: REPRESENTATIVE

Title: CEO