

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER _____ PAGE OF 1 2
 2. CONTRACT NO. HSCEEC-10-A-00001 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: Denise Morales a. NAME (b)(6) b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY ICE/FPS/EACCG CODE ICE/FPS/EACCG 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS Sole Source
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 561612
 SIZE STANDARD: \$18.50

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 (16 CFR 700) 13b. RATING _____
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE _____ 16. ADMINISTERED BY CODE ICE/FPS/EACCG/R1
 As Indicated On Each Call
 ICE/FPS/East CCG/Region 11/Group A
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 701 Market Street, Suite (b)(6)
 Attn: Denise Morales
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR CODE 7865091090000 FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY CODE HSCE11
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141
 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 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS07F0352K Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD. This BPA constitutes the acceptance of Coastal International Security, Inc. (Coastal) Technical Quote dated August 26, 2009 and the Revised Price Quote dated September 2, 2009. The estimated (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 _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6) 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)

30c. DATE SIGNED 9/10/09 31b. NAME OF CONTRACTING OFFICER (Type or print) Andrew Donahue 31c. DATE SIGNED 9/10/09

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	dollar value for this BPA is \$65,410,402.73, against Coastal's GSA contract GS07F0352K, in response to RFQ HSCEEC-09-Q-00043 and all 6 amendments. Period of Performance: 10/01/2009 to 09/30/2014				

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 COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

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

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

RFQ No. HSCEEC-09-Q-00043
Security Guards - Washington DC and Maryland

Propose an hourly rate for providing Guard Services as described in the RFQ. Vendors are advised to review Attachment 3 "Terms and Conditions" at paragraph (I)(04) "Prices", subparagraphs (c)(1) - (c)(3) for information relevant to pricing these services.

Total Evaluated Price - The total evaluated price shall consist of the sum of the following elements (quantities listed are for evaluation purposes only):

CLIN #	PRODUCTIVE SERVICES	Hourly Rate	Est Hours	Extended Total
0001	Base Period			12,511,386.10
1001	Additional Ordering Period 1			11,960,303.75
2001	Additional Ordering Period 2			11,966,359.60
3001	Additional Ordering Period 3			11,969,387.53
4001	Additional Ordering Period 4			11,972,415.45
	Total Productive Services			60,379,852.43
				tended Total
0002	Base Period			1,036,869.60
1002	Additional Ordering Period 1			991,855.80
2002	Additional Ordering Period 2			992,373.20
3002	Additional Ordering Period 3		(b)(4)	992,631.90
4002	Additional Ordering Period 4			992,890.60
	Total Supervisory Services			5,006,621.10
				tended Total
0003	Base Period			4,958.40
1003	Additional Ordering Period 1			4,740.00
2003	Additional Ordering Period 2			4,742.40
3003	Additional Ordering Period 3			4,743.60
4003	Additional Ordering Period 4			4,744.80
	Total Productive TAS Services			23,929.20
				tended Total
Total Evaluated Price				\$ 65,410,402.73

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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 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD. 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. Resultant calls under this BPA will be Labor Hour type.

03. ESTIMATED QUANTITIES

The attached Post Coverage Exhibits provide the basis for the estimated quantities of guard coverage included under this BPA. Those exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only. Each resultant call will be based on actual requirements and will set forth a ceiling price in the Schedule which will be subject to the labor hour provisions found at FAR 52.212-4 (Alternate 1). The ceiling price as set forth in each call (and modifications thereto) shall not exceed 125% of the estimated quantities contained in the associated Post Coverage Exhibits (excluding TAS and Emergency Guard Services) in the basic BPA. 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 a DOL prevailing wage determination is Guard II. In the case of a CBA wage determination, the applicable job classification may be specified under a different title. In either case, the

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applicable job classification reflects the minimum wage rates and fringe benefits that the Contractor must pay to all employees working under the BPA.

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 proposal 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 (ALT) – Basic services are the permanent ongoing services specified in the post orders and included in the call(s) at time of award or added through modification. For this requirement basic services are designated as either productive or supervisory. The Contractor shall be compensated according to the corresponding rates set forth in the pricing schedule.
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 not proceed with the request but 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 (e.g., increase in hours to an existing Monday through Friday post to include the weekend where a public demonstration is taking place over the weekend; addition of posts to provide for increased security for special events or high profile visitors to the building; extension of existing post hours in a building to cover seasonal fluctuations (such

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as at an IRS building during tax season),etc...) 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.

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

The full term of the BPA will be up to five (5) years, if all established ordering periods are utilized. The start and end dates for the base ordering period and each additional ordering period will be defined within the resultant BPA.

02. OPTION TO EXTEND SERVICES BEYOND THE TERM OF THE CONTRACT

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

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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 11 Invoice

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

802-288-7658

C. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will not be processed and will be returned. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (OCT 2003), the contractor shall annotate "FPS Region 11" 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. Repeated substantiated errors in invoicing may adversely affect the performance evaluations assigned during the pendency of the BPA. Submission of false invoices shall be subject to contractual and legal actions.

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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

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A. Contracting Officer (CO)

1. The CO for this RFQ and resultant award is: Mike Byrne
2. Administrative Contracting Officer(s) 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 5), the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

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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>
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements – Commercial Item Acquisition	FEB 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
3052.222-70	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
3052.228-70	Insurance	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 (Deviation)	OCT 2008

02. Clauses Incorporated by Full Text

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (ALT. I) (MAR 2009)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours

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incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

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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*. (1) The clause at FAR [52.202-1](#), *Definitions*, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [Subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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;

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(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) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the

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hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR [2.101](#), the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [*Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.*"]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be*

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provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts;

and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

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(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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)(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, and then at the rate applicable for each six month period as established 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 in a timely manner;
- (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 FAR [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.

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(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.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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

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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

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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)

FAR 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.]

X (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](#).

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- ___ (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—Subcontracting 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).

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- ___ (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) ([41 351](#), *et seq.*).

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___ (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.*).

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(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 52.222-42 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 II	\$ 20.57	36.25%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

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PAID HOLIDAYS PROVIDED BY LAW:

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

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

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

3052.204-71 Contractor Employee Access (JUN 2006)

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

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

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

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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.

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

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

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

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:
___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);
___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or
___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

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

INSURANCE REQUIREMENT

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

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

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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.

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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 HSCEEC-09Q-00043.
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW .The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
- C. Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having the same number prefix. For example, a reference to the requirements of this SOW

under Section 6, includes all of Section 6 through the last subsection identified with a prefix of “6.”

1.3 Information Regarding FPS

- A. FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS ‘s mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.

- B. Contract security guards have a crucial and highly visible role in support of FPS’s mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be an integral part of the FPS mission. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

2 Contract Transition

2.1 Phase –In

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.
- C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees; recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:
 - 1. A strategy for implementing supervisory functions,
 - 2. The process for transitioning predecessor employees,
 - 3. Equipment inventory (radio & phone) and maintenance plan,
 - 4. Weapons Inventory and employee assignment
 - 5. 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 the start up time proposed in accordance with the RFQ letter.

2.2 Phase-Out of Contract and Continuity of Services

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

its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

- B. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

2.3 Conferences and Meetings

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the performance of the Contract, the CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO 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 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.
- 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. 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.
- I. 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. Education must be accredited by an accrediting institution recognized by the U.S. Department of Education in order for it to be credited towards qualifications. Applicants can verify accreditation at the following website: <http://www.ed.gov>.

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 accredited by an accrediting institution recognized by the U.S. Department of Education 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 their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contact.

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

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

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

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

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope 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; by manual tactile techniques, such as touching and feeling or by visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

6.3.2 Roving Posts

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

6.3.3 Traffic Control

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

6.3.4 Receipt, Use and Safeguarding of Keys

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

6.3.5 Security and Fire Systems

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

6.3.6 Utility Systems

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

6.3.7 Building Rules and Regulations

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

6.3.8 Physical Security, Law and Order

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

6.3.9 Unauthorized Access

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.

6.3.10 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.

6.3.11 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.

6.3.12 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.

6.3.13 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.

6.3.14 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.

6.3.15 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.

6.3.16 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 sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 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 COTR shall retain all original DHS Form139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

7 Key Personnel

- A. Under this contract, the Contract Manager and Supervisors are designated as "key personnel." The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the

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

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

7.1 Contract Manager (CM)

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

- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

7.2 Supervisor

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

8 Work Scheduling Procedures

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

9 Contract Guard Labor Category

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

10 Contract Effort Required

10.1 Contract Effort Required – Productive Hours

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

10.2 Contract Effort Required – Supervisory Hours

- A. The minimum supervisory hours required by the Government will be specified on each task order.
- 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 Officer force shall be acquired and maintained. All reserve Security Officers shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Contractor shall ascertain how this reserve Security Officer force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing Security Officer force at any given time. The Contractor should factor the costs for maintaining a reserve Security Officer force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.
- C. This is RFQ includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO, and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.
- D. Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any temporary service performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.

- E. The Temporary Additional Services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for services. Should a continuing need for additional services arise, a contract modification will be issued by the Government to provide those services.
- F. In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the Contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency/Contingency labor rate.

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, **including weapons transition training**, shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the Contractor without any advance notice.

The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract.

11.2 Training Requirements by Position

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

11.2.1 Security Guards

- A. All productive and supervisory security guards working under this Contract must take the required training as outlined in the exhibits. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. 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 a minimum of thirty-two (32) hours of firearms training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the thirty-two (32), twenty-four (24) hours **must** be actual training/shooting time on a firing range. This thirty-two (32) hour requirement is in addition to the eight (8) hours of Baton and/or OC Spray (as appropriate) for a total of forty (40) hours of weapons training.
- B. For firearms training/qualification, all FPS Security Officers are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- C. 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.
- D. 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. The contractor shall be required to provide a minimum of eight (8) hours remedial training after each "failed" session until the employee successfully achieves a qualifying score. The Contractor is responsible for determining what training the employees will need to complete to successfully qualify. 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
- E. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 32 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 **and** that the training was relevant to the firearm requirement described herein. 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.

- F. All security officers reporting for their Annual Weapon Qualification sessions are required to have an Exhibit 8A or a FPS weapons card **which** must be submitted prior to the safety test portion of the session. The following instances require the security officer to have an Exhibit 8A:
1. All security officers who are new hires must have and Exhibit 8A indicating they have received 32 hours of Firearms Training.
 2. All security officers who failed their previous qualification session must receive a **minimum** 8-hours of remedial firearms training from the contractor before attempting to re-quality.
 3. All security officers who do not have a **current** FPS weapons card must have an Exhibit 8A documenting that they have received a **minimum** of 8 hours of remedial firearms training.
 - Additionally, Security Officers are required to wear appropriate attire at their Weapon Qualification sessions. The preferred attire should include issued uniform with gun belt and keepers, and their issued footwear (shoes or boots). But, if the security officer is a new hire, casual wear is authorized and shirts must be tucked inside pants to ensure belt keepers are utilized properly. At no time will athletic wear (Sweat pants, tank tops, open toe shoes or flip flops) be allowed. Note- All expired cards will be confiscated.
- G. If the weapon platform required under this Contract is different from the guard's previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.
- H. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
- I. The contractor is responsible for providing the certification training specified by the manufacturers' recommendations and/or any state or local requirements that may apply 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, stuns weapons, etc.), equipment, or devices required in this Task Order.
- J. All security officers who are required to be armed in the performance of their duties will carry all required magazines (total of 3) or speed loaders (as appropriate) at full capacity and carry their weapon in a "Duty-Ready" manner (magazine in the weapon and a round in the chamber).

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. 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.
- D. [Other weapons. Delete if not used.]

11.5 Minimum Age for Firearms Licensing

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

11.6 FPS-Specific Training

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

11.7 Government-Provided Magnetometer/X-Ray Training

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

11.8 CPR/AED/First Aid Training

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards from the American red Cross (ARC) or the American Heart Association (AHA) is not considered qualified to perform on this contract. Both ARC and AHA issued CPR, AED, and First Aid certification cards and either certification source is acceptable to the Government.
- B. The Contract employee must become re-certified prior to the expiration of the First Aid, CPR, or AED certification. 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.
- C. While the contractor is responsible for ensuring that employees are continuously certified in accordance with either AR or AHA certification cycles, FPS will administratively track CPR and AED training and certification on a three-year cycle from initial certification date to determine compliance with contract requirements.
- D. CPR and AED training and certification must include adult, youth, and infant training modules. 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) or American Heart Association (AHA) standards by ARC or AHA certified instructors.
- E. A post is considered “open” if manned by unqualified contract employees.

11.9 Other Special Training

- A. In certain cases, the Contractor’s employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to compensate all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

11.10 Training of Replacement Employees

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

11.11 Schedule of Provided Training and Testing

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

11.12 Government Provided Training - Failure to Attend

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

11.13 Training Waivers

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

12 Medical and Physical Qualifications

12.1 General

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

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

12.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78. (Ref. Exhibit 6A). After award of the contract the Government will provide the Contractor with copies of any Standard Form (SF) 78's that it has on file for incumbent employees, contingent upon the prior written consent of the individuals to whom the record pertains pursuant to the Privacy Act of 1974, 5 U.S.C. § 552a.
- B. The Contractor shall fully and accurately complete Section 4, Part B 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:
 1. 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.
 2. 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).
 3. Ability to remain on post up to four consecutive hours without eating, or relieving bladder/bowels. Drinking of a non-alcoholic liquid is permitted but it must be in a "non-branded" container.
 4. 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.
 5. 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.

6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
 7. 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
 8. 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:

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.

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

12.5 Government Requested Screening

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

metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

13 Conduct of Contractor Personnel

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

14 Contract Employee Reinstatements

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

15 Government and Contractor Furnished Property

15.1 General Information

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

15.1.1 Use of Government Property

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

15.1.2 Accountability of Government Property

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

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

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. Current requirements for such equipment are set forth within the related SOW Exhibits. If no current requirements exist, the contract may be modified at any time to incorporate emerging requirements.

- 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 manufacturer's 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. Unless stipulated otherwise in a task order, no firearms or ammunition shall be removed from the premises. All firearms shall be stored UNLOADED in an on-site safe or other security cabinet provided by the Contractor that complies with Government standards for storage of weapons. Ammunition will be stored separately from weapons and secured under a separate lock.
 4. The amount and type of ammunition, including additional rounds for contingency is specified in Exhibit 2E. 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. Productive guards shall carry two additional

loaded magazines or speed loaders (as appropriate) in addition to the ammunition loaded in the weapon.

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.

D. Personal Protective Equipment (PPE).

1. The Contractor shall furnish, stock, distribute, and sustain PPE as identified and required herein as described in the Exhibits to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

- a. Disposable particulate respirators meeting N95 standards as established by the National Institute for Occupational Safety and Health (NIOSH).
- b. Medical-type examination gloves.
- c. Protective eyewear (blood borne pathogens, air borne droplets).
- d. Alcohol-based hand sanitizer.

2. In conjunction with this requirement, the Government may provide the contractor with quantities of some or all of these items as specified in Exhibit 3F when, where and if available. Provision of these items by the Government shall not be relied upon in meeting the requirements set forth in paragraph (a) above, but may be used to augment the contractor's existing stock.

3. The contractor shall provide for each contract guard to be fit tested with the same make, model, style, and size of respirator to be worn in performance of their duties in accordance with 29 CFR 1910.134 and at least annually. The contractor is responsible for the fit test of both contractor and government provided respirators. Therefore, it is recommended that the contractor contact the COTR annually for information concerning the current mask model stocked by FPS so that it may furnish the same model to avoid conduct of multiple fit tests.

4. PPE shall be worn by contract guards in performance of their duties when doing so is in compliance with an existing building protocol; a federal, state or local public health authority recommendation related to the type of duty to be performed or the locale in which the guard is performing; or when expressly authorized to do so by the Contracting Officer or Contracting Officer's Technical Representative.

15.2.3 Uniforms and Grooming

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be of a style in general use by large security guard or security organizations. 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).
- D. Contractors shall 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 shall be submitted in writing to the FPS COTR.
 - 1. Accommodations shall 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 shall not suggest government endorsement of any particular faith, shall not reasonably appear to propagate the individual's faith to members of the public, shall not significantly undermine the public's confidence in FPS, shall not create a significant risk to the safety of the guard or the public, and shall 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 shall 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 shall be neatly combed.
 - 4. Religious headgear shall be consistent with the colors of the duty uniform, shall 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.

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:
 - 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 Exhibit 6).
 - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

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

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

17.2 Security Management

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

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

17.3 Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.
- B. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

17.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:

1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);
 4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);
 5. Foreign National Relatives or Associates Statement (plus one copy);
 6. Lautenberg Amendment Statement (plus one copy);
 7. Contractor Information Worksheet.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".
1. ELECTRONIC SUBMISSION-OPM "e-QIP" Process: Fill out the ICE "Contractor Information Worksheet", proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.

- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.

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

18 Security Clearance Requirements

18.1 Background Investigations

- A. In addition to meeting the FPS background suitability check described in the SOW, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification. FAR 52.204-2 applies to the extent that this contract involves access to information classified DHS Suitability.

- 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) and the Security Agreement (DD Form 441). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Exhibit 6C, Security Clearance Requirements).
- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI.
- 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

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 Exhibit 6C, Security Clearance Requirements, for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this Contract are required to possess up to a TOP SECRET security clearance.

C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial

Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.

- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty- (30) days prior to the Contract start-up date.
- E. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. **Non-U.S. citizens are not eligible for access to classified information on an interim basis.**
- F. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

18.3 Continued Eligibility

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the

employees' name and social security number, along with the adverse information being reported.

- E. The Contractor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided the Contract employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

19 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
1. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 2. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 3. Records of all basic and refresher training attendance and, where required, test scores;
 4. Records of current firearms training and qualification scores, where required by the Contract;
 5. Records of all successfully completed Government-provided training;
 6. A copy of most recent CPR, First Aid, and AED certification card;
 7. Results of all drug screenings administered (both pre- and post- employment);
 8. A copy of the DHS certification card as required by the COTR;
 9. A copy of all firearm licenses and certifications required by state and local regulations;
 10. Records of guard's suitability decision letters (including date current suitability expires);

11. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
 12. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
 13. A copy of any National Security Information clearance letters issued, where required by this Contract (i.e., Secret/Top Secret).
 14. 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.

LIST OF EXHIBITS – HSCEEC-10-A-00001

EXHIBIT	SOW REF.	TITLE
1		Productive and Supervisory Requirements (Guard II) Including Post Hours and Location
1A		Required Administrative Forms
1B	17.1.B4(d)	Lautenburg Statement
2A	15.2.2A	Contractor Furnished Communication Equipment Requirements
2B	15.2.2B	Contractor Furnished Vehicle Requirements
2C	15.2.3	Contractor Furnished Uniform Items
2D	15.2.4	Contractor Furnished Supplementary Equipment Requirements
2E		Contractor Furnished Firearms and Ammunition
2F	15.2.2D	Contractor Furnished Personal Protective Equipment
3A	15.1.2	Government Furnished Communications Equipment Requirements
3B	15.1.2	Government Furnished Vehicle Equipment Requirements
3C	15.1.2	Government Furnished Uniform Items
3D	15.1.2	Government Furnished Supplementary Equipment Requirements
3E	15.1.2	Government Furnished Firearms and Ammunition
3F	15.2.2D	Government Furnished Personal Protective Equipment
4	11.1.B	Contractor's Training Schedule and Plan
4A	11.2.1A	Basic Training Subjects to be Presented by the Contractor
4B	11.2.2	Supervisory Training Subjects to be Presented by the Contractor
4C	11.6-7	Training Subjects Presented by the Government
4D	11.2.1C	Contractor Provided Refresher Training to be Presented to all Security Guards Every Three Years
4E	11.4A	Contractor Provided Basic Weapons Training and Qualifications
4F	11.4.1	Contractor Provided Annual Weapons Refresher Training and Qualifications
5A		Contractor's Certification of Basic Training
5B		Contractor's Certification of Supervisory Training
5C		Contractor's Certification of Government Provided Training
5D		Contractor's Certification of Refresher Training
5E		Contractor's Certification of Basic Weapons Training
5F		Contractor's Certification of Annual Weapons Refresher Training
6	17.1.B4(a)	Contractor's Certification of Contract Employee Eligibility Requirements
6A	12.2	Standard Form (SF) 78, Certificate of Medical Examination
6B	7.A	Key Personnel Resume
6C	18.1	Security Clearance Requirements
7	6.3.7	Federal Management Regulations Subpart C, <i>Conduct on Federal Property</i> (41 CFR 102-74)

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EXHIBIT 1

**PRODUCTIVE REQUIREMENTS (GUARD II) INCLUDING POST HOURS AND
LOCATION**

SEE EXCEL SPREADSHEET
ATTACHMENT 9

EXHIBIT 1A

REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
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
	Equipment Performance Test Report
	Security Post Assignment Record (Post Orders)

EXHIBIT 1B

Lautenburg Statement

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

1. Public Law 104-208 has amended Title 18, United States Code, Sections 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.
2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.
- 3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?

YES _____ NO _____
- 3b. If you answered YES, provide the following information with respect to each conviction:
 - a. Court/Jurisdiction:
 - b. Docket/Case Number:
 - c. Statute/Charge:
 - d. Date Sentenced:
- 3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature

Date Signed:

:

Name:

(Print your complete legal name)

EXHIBIT 2A

CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT REQUIREMENTS

1. Facilities: DC Facilities

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

Type of Equipment	QTY
Radio, portable, handy-talkie, four (4) watts, with Helifex antenna	15
Charger, rapid rate, with legs	0
Charger, rapid rate, slim-line, desktop	15
Battery, rapid rate nickel-cadmium	15
Standard carrying case, slim-line size	15
Base Station	0

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 **[INSERT GEOGRAPHIC REGION]** 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:

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:

The contractor shall provide two (2) vehicles for use in White Oak, MD only in accordance with the following requirements:

Patrol vehicle #1, Post SUP-2, will be a full size Sport Utility Vehicle (SUV), e.g. Chevy Tahoe, equipped with:

- 4 doors
- 4-wheel drive
- Emergency lights – rooftop yellow/white
- Spot light – driver operated, vehicle mounted or handheld
- Seating for 4 armed guards – Driver +3
- Markings identifying the vehicle as security

Specific requirements for use of the vehicle are as follows:

- Vehicle patrols are 7 days per week, 365 days per year. On both paved and gravel surfaces.
- Monday through Friday, patrols are conducted 2 times during normal business hours and two times during the evening and midnight shifts, Monday through Friday.
- Saturday and Sunday, patrols are conducted twice per shift

- Patrols are to cover the FDA Loop, FDA parking lots, AEDC White Oak site (U.S. Air Force) and GSA properties
- Mileage is approximately 30 miles per day (12,000 miles per year)
- A supervisor is responsible for vehicle patrols
- Transport of guards to outlying Security Posts
- Vehicle will be used during inclement weather.

Patrol vehicle #2, Post 45, will be equipped with:

- 4 doors
- 4-wheel drive
- Emergency lights – rooftop yellow/white
- Spot light – driver operated, vehicle mounted or handheld
- Seating for 4 armed guards – Driver +3
- Markings identifying the vehicle as security

Specific requirements for use of the vehicle are as follows:

- Vehicle patrols are 7 days per week, 365 days per year on both paved and gravel surfaces.
- 24 hour patrol of FDA garages, FDA parking lots and perimeter roadways and grounds.
- Mileage is approximately 60 miles per day
- Vehicle will be used during inclement weather
- **Vehicle must be able to enter a garage area with a ceiling height of 7 feet 2 inches.**

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

EXHIBIT 2C

CONTRACTOR FURNISHED UNIFORM ITEMS

1. Facility:

2. Uniforms: Contractor Furnished Uniform Items

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

3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Body Armor	NIJ Level IIA with concealable carrier	1
Shirt, long sleeve	Light Blue with Insignia, shoulder patch	4
Shirt, short sleeve	Light Blue with Insignia, shoulder patch	4
Trouser, all season weight	Dark Blue/Navy	2
Necktie	Dark Blue/Navy	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Frame OR Baseball style cap	1ea
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
Double magazine case or speed loader case compatible with specified weapon		1
Duty Belt "Keepers"		4
Expandable or straight Police Baton (w/holder)		1
Handcuffs (pair) and keys (meeting NIJ 0307.01)		1
Handcuff case		1
Key strap with flap (if needed)		
Whistle, with chain attachment (metal)		1
Metal frame cap ornament	White (non-supervisory), Gold (supervisory)	n/a
Nameplate, 2-1/2" x 5/8", with 1/4" lettering On	Gold metal with rounded edges. Black or blue lettering (First initial and last name)	2
Boots	Pair, Low Quarter Black	1
Shoes	Pair, Dress Black	1

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(Asterisks denote contract specific requirements; items can be consistent with uniforms provided by the security company).

EXHIBIT 2D

**CONTRACTOR FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

EXHIBIT 2E CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide adequate supply of weapons to ensure all armed post requirements comply with this statement of work and the following specifications:

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

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

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

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards. Total of (3) magazines are required for each issued weapon, one inserted in the weapon and the other two securely fastened in a double magazine pouch.

The following pistols are recommended:

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

Ammunition type is authorized:

110-147 grain Jacketed Hollow Points

Recommended Brands

Federal
Speer
Winchester
Remington

EXHIBIT 2F

CONTRACTOR FURNISHED PERSONAL PROTECTIVE EQUIPMENT

1. Facility: All facilities covered by this BPA/Contract

2. Personal Protective Equipment: Contractor Furnished Equipment Items

The Contractor shall maintain a stock of the following personal protective equipment items for each guard, post and location covered by this contract in quantities sufficient to furnish all productive and supervisory security guards performing on the Contract with equipment for a two week period. The Contractor shall maintain all equipment in a ready and usable condition and replenish stock as necessary to ensure a two week supply is available at all times.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
N95 Mask	Filtering Face Piece Respirator	*
Gloves	Medical Examination Gloves	*
Eyewear	Blood and Air Borne Protection	*
Hand Sanitizer	Alcohol-Based	*

* As appropriate to supply each contract guard this equipment for at least two weeks in performance of their duties. Disposable continuous wear items such as masks and gloves should be replaced over the course of a guard shift as recommended by manufacturer to ensure maximum effectiveness of the item.

EXHIBIT 3A

**GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT
REQUIREMENTS**

1. Facilities: White Oak - FDA

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

Type of Equipment	QTY
Radio, portable, handy-talkie	
Charger, rapid rate, slim-line, desktop	

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 and the FDA Security Office

EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

1. Facility:

2. Equipment: Government Furnished Vehicle(s)

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

3. Vehicle Requirements:

	Vehicle Type	Hours to be Used	Days Per Week	Tour Restrictions
1				
2				
3				
4				

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

EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility:

2. Uniforms: Government Furnished Uniform Items

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

3. Uniform Items:

Uniform Components	Description / Color	QTY

EXHIBIT 3D

**GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT
REQUIREMENTS**

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

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EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

None Required

EXHIBIT 3F

GOVERNMENT FURNISHED PERSONAL PROTECTIVE EQUIPMENT

1. Facility:

2. Personal Protective Equipment: Contractor Furnished Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
N95 Mask	Filtering Face Piece Respirator	0
Gloves	Medical Examination Gloves	0
Eyewear	Blood and Air Borne Protection	0
Hand Sanitizer	Alcohol-Based	0

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

64 Hours

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

EXHIBIT 4A, Continued

Subject	Hours	Scope
		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 Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	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

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

Subject	Hours	Scope
		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 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	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

EXHIBIT 4A, Continued

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

EXHIBIT 4A, Continued

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 Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant

EXHIBIT 4B, Continued

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

EXHIBIT 4C

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT

The Contractor must coordinate with the COTR to schedule Government provided basic training to all students who have not had basic training. The hours listed in the “Hours” column are the times the Government estimates it needs to effectively cover 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 the total training time will not exceed 16 hours. The Instructor will notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

16 Hours

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

EXHIBIT 4C, Continued

Subject	Hours	Scope
		b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; I. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups. NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Instruction will include a video training presentation. Security guards will 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. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where

EXHIBIT 4D, Continued

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

EXHIBIT 4D, Continued

Subject	Hours	Scope
Professional Public Relations Part II: Interactive Training	1	grooming. 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, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility.

EXHIBIT 4D, Continued

Subject	Hours	Scope
		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 Administration (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of

EXHIBIT 4D, Continued

Subject	Hours	Scope
		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 (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER	0.5	Define the security guard's responsibility for safety and fire prevention. Provide

EXHIBIT 4D, Continued

Subject	Hours	Scope
SEVEN, SGIM)		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, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN,	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons

EXHIBIT 4D, Continued

Subject	Hours	Scope
SGIM)		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

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.

EXHIBIT 4E, Continued

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

EXHIBIT 4E, Continued

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

EXHIBIT 4E, Continued

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

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

Marksmanship Ratings.

- 220-230 = Marksman;
- 231-240 = Sharpshooter;
- 241-249 = Expert; and
- 250 = Distinguished Expert.

EXHIBIT 4F

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

The Contractor must present and certify up to eight (8) hours of annual baton and/or OC Spray (as appropriate) refresher training and annual weapons qualification using the course of fire in 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 11.1 of the SOW and Exhibit 4A as required by Contract number _____.

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

The Basic Training Subjects as identified in 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 11.2.2 of the SOW and Exhibit 4B as required by Contract number _____.

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

The Supervisory Training Subjects as identified in 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 11.6 of the SOW and Exhibit 4C as required by Contract number _____.

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

The Government Provided Subjects as identified in 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 11.2.1 of the SOW and Exhibit 4D as required by Contract number _____.

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

The Refresher Training Subjects as identified in Exhibit 4D 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 11.4 of the SOW and Exhibit 4E as required by Contract number _____.

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

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

The Weapons Training Subjects as identified in 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 11.4 of the SOW and 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 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.

AUGUST 09

EXHIBIT 6A

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

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

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 CLEARANCE REQUIREMENTS

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

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

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

AUGUST 09

EXHIBIT 7

**FEDERAL MANAGEMENT REGULATIONS SUBPART C,
CONDUCT ON FEDERAL PROPERTY (41 CFR 102-74)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite (b)(6) Attn: Denise Morales Philadelphia PA 19106	CODE ICE/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7865091090000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.

A. The purpose of this modification is to delete Section 15.2-2 C. 1 of the SOW and replace it with the following:

15.2-2 Equipment

C. Firearms, ammunition, and less-than-lethal weapons.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)	15B. DATE SIGNED 10/1/09	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	16B. DATE SIGNED 1 Oct 09
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NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00001

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. The Contractor shall obtain all applicable permits, licenses, and registrations (if required) 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.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>C. Any questions can be addressed to Denise Morales, Contract Specialist, via phone</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 5px auto;">(b)(6)</div> <p>Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 12/15/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (if other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11,
8. NAME AND ADDRESS OF CONTRACTOR (Via, street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7865091090000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-07F-0352K
Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.

A. The purpose of this no-cost modification is to implement the FPS Risk Assessment and Management Program (RAMP) process for all contract security guard certification submittal requirements under the subject contract. The RAMP process will automata the guard certification information transfer from guard companies to FPS. This includes adding new guards and updating information on existing guards.
As a result of this modification the contractor will be required to comply with electronic
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)	15B. DATE SIGNED 12/15/09	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	18B. UNITED STATES OF AMERICA (b)(6)	18C. DATE SIGNED 17 Dec 09
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEEC-10-A-00001/P00002

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>transmission of security guard certification information as outlined herein and in the format as delineated in enclosure 1 hereto. Regardless of the number of contracts any guard company has with FPS, the contractor shall establish a single centralized point of coordination for all guard employee certification information provided to FPS. This point of coordination will serve as the source of the guard certification information submissions to FPS and where reports of guard certification status will be sent from FPS.</p> <p>All incumbent contract security guard certification information under the subject contract shall be compliant with the automated RAMP process requirement no later than December 30, 2009. All updated certification information on any contract security guard employee shall be submitted to RAMP no later than 5 business days after completion of any certification related requirement.</p> <p>This is a bilateral modification pursuant to the mutual agreement of the parties.</p> <p>The Contractor, for itself, its successors, and assigns hereby unconditionally releases, remises, and forever discharges the Government, its officers, its representatives, its agents, and its civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including but not limited to such claims for direct costs, indirect costs, delay costs, disruption costs, profit, interest, and attorney's fees arising out of, relating to, or resulting from this modification to the contract.</p> <p>Under Section 3 ("Authority and Jurisdiction, Permits, Licenses and Adherence to Laws"), the SOW is changed as follows:</p> <p>Delete:</p> <p>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</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00002

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 3 3

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.</p> <p>Replace with:</p> <p>C. The Contractor shall complete, certify, and maintain written records 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. In addition, the Contractor shall complete and certify an automated record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications using Extensible Markup Language (xml) format. The Contractor security guard certifications shall be submitted via electronic mail transmission to an internet address provided by the COTR. The Contractor is responsible to ensure all contract security guard certification information provided meets all legal and contractual certification requirements prior to the commencement of any contract work. All updated certification information on any contract security guard employee shall be submitted no later than 5 business days after completion of any certification related requirement. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and/or certifications.</p> <p>THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO COLLATERAL AGREEMENTS, EITHER WRITTEN OR ORAL. ANY MODIFICATION OF THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 10/01/2009 to 09/30/2014</p>				

Guard Certification File Transfer Instructions

Purpose:

The purpose of this process is to automate the Guard certification information transfer from Guard companies to FPS. This includes adding new Guards and updating information on existing Guards.

The FPS Risk Assessment and Management Program (RAMP) will, among other things, replace CERTS as the centralized repository that will be used for tracking Guard certification data by FPS. The content of this repository will be, in large part, populated by Guard companies through the process described herein. In this way, the most up-to-date information will be made available.

Process:

The certification data that is provided to FPS must be in XML format. There are two primary means to accomplish this:

- **Using the InfoPath Form** - FPS is providing a form to enter information on the Guard certifications that will generate the needed XML file format automatically. InfoPath is a standard component of the Microsoft Office Professional suite of products. Attachment 1 provides instructions for using the FPS-provided form.
- **Providing an XML file** - For companies that can generate this file directly for transmission, we are including the schema for information as Attachment 2.

Through RAMP, FPS will provide each Guard company with a report of the certification information in the database for each of the Guards.

Guard Certification File Transfer Instructions

Attachment 1: InfoPath Form

Basic Steps:

1. Save the "GuardCertificationFile.xsn" file to your local or network drive.
2. Double click "GuardCertification_Form.xsn" file to open a blank Guard Certification Form.



Guard Certification File Generator

Complete the following form with any updates to your companies Guards or Guard's Certifications. Use the "Save Draft" button to save a working copy of the form. Use the "Generate Guard Certification File" once you have finalized the contents of the form. (Note: The Guard Certification File cannot be opened and edited using InfoPath.). The Guard Certification File will be saved in the following folder: C:\Documents and Settings\GuardFiles. Send the Guard Certification File to your Contract Guard Project Manager at FPS.

Company

Company Name:	
Email:	nsma@Company.com
POC Last Name:	
POC First Name:	
POC Position:	

Guards

Guard Last Name:	
Guard First Name:	
Guard Middle Name:	
SSN (last 4 digits):	

Select One:

- Add Guard to Company
- Update Guard Certificate Information
- Remove Guard from Company

Click to Add Certifications for this Guard

Click to Add Guards

Guard Certification File GeneratorSave Draft

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

3. Enter the **Company** information into the **Company** fields:

Company Name – RAMP will recognize the Company using the Guard Company Name. Be sure to enter this exactly as it appears from the FPS-provided records. This is a mandatory field.

Company Email – This is the central point of coordination established by the guard company for sending guard certification information to FPS Headquarters. This is a mandatory field.

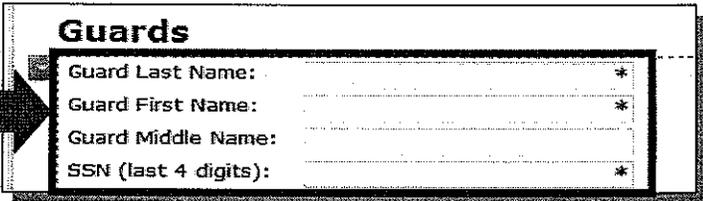
POC Last Name and POC First Name – This the last and first name of the person who sends the guard certification on behalf of the company who can respond to questions.

Guard Certification File Transfer Instructions

POC Position – This is the position of the person who sends the guard certification on behalf of the company who can respond to questions.

Note: Save a draft version of the form with just the Company Information so you will not have to retype the information when creating a new Guard record. Select “File” → “Save As” to create a new version with the Company Information.

4. Enter **Guard** information in the **Guard** Fields:



The screenshot shows a form titled "Guards" with four input fields: "Guard Last Name:", "Guard First Name:", "Guard Middle Name:", and "SSN (last 4 digits):". Each field has a small asterisk icon to its right, indicating it is a mandatory field. A large black arrow points to the "Guard Last Name" field.

Guard Last Name and First Name – This the last and first name of the guard employee whose certification records you are sending to FPS Headquarters. This is a mandatory field.

Guard Middle Name – This the middle name of the guard employee whose certification records you are sending to FPS Headquarters.

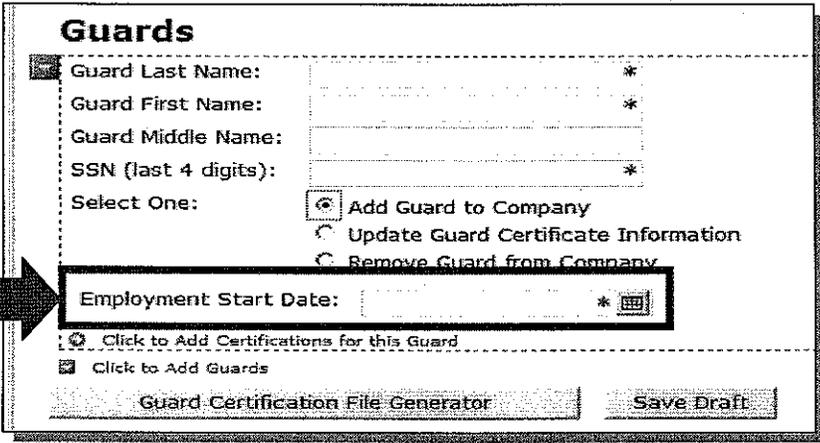
SSN (last 4 digits) – This the last four digits of the social security number for the guard employee whose certification records you are sending to FPS Headquarters. This is a mandatory field.

Note: RAMP will recognize the Guards using a combination of their last name, first name, and last four digits of their social security number. Ensure that information entered is accurate.

5. Click what **type of information** is being provided: Add Guard to Company, Update Guard Certificate Information, or Remove Guard from Company.

5.1 Add Guard to Company – Use “Add” only if there is no current record in RAMP of the Guard as being an employee of the company.

- i. Enter the Guard's *Employment Start Date*. This is a mandatory field.



The screenshot shows the "Guards" form with the same name and SSN fields as above. Below these fields is a "Select One:" section with three radio button options: "Add Guard to Company" (which is selected), "Update Guard Certificate Information", and "Remove Guard from Company". Below the radio buttons is the "Employment Start Date:" field, which is highlighted with a large black arrow. At the bottom of the form, there are two buttons: "Guard Certification File Generator" and "Save Draft".

- ii. Click to *Add Certifications for this Guard*. Adding a Guard will also allow you to include their certifications.

Guard Certification File Transfer Instructions

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One:

- Add Guard to Company
- Update Guard Certificate Information
- Remove Guard from Company

Employment Start Date:

iii. Select the *Certification Type* from the drop down list. This is a mandatory field. Certification types included in RAMP are as follows:

1. AED Certification
2. Baton Training
3. Contractor Basic Training
4. Contractor Basic Weapons Training
5. Contractor Refresher Training
6. CPR Certification
7. Domestic Violence Certification
8. Drug Certification
9. Firearms Qualification
10. First Aid Certification
11. FPS Basic Training
12. FPS Refresher Training
13. High School Diploma/GED
14. Initial Screener Training
15. Medical Certification
16. OC Spray Training
17. Other Requirement
18. Other Weapons Qualification
19. Respirator Fit Test
20. State/Local Firearms Permit
21. State/Local Guard Permit
22. Supervisory Training

Certifications

Guard Name: /

Certification Type: Select... *

Certification Status: Fulfilled

Start Date: 10/30/2009

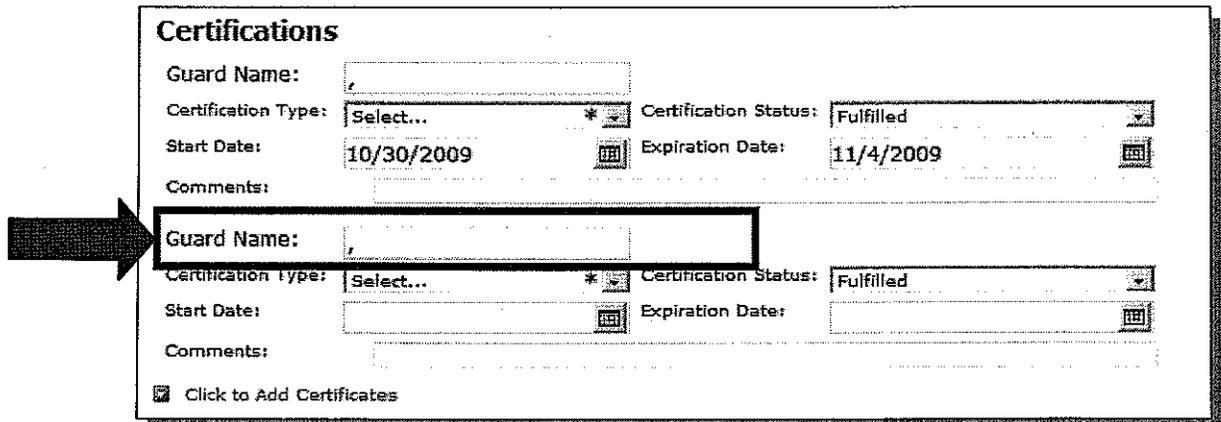
Expiration Date: 11/4/2009

Comments:

RAMP will only maintain one of each certification type for a Guard. It is only necessary to include the most up-to-date certifications for that Guard.

Guard Certification File Transfer Instructions

- i. For each Certification Type, the *Certification Status* is predefined as *Fulfilled*. Enter the *Start Date*, *Expiration Date*, and any *Comments* associated with this certification.
- ii. Click to *Add Certificates* for each additional Certificate to be added for this Guard.



Certifications

Guard Name: [text box]

Certification Type: [Select... *] Certification Status: [Fulfilled]

Start Date: [10/30/2009] Expiration Date: [11/4/2009]

Comments: [text box]

Guard Name: [text box]

Certification Type: [Select... *] Certification Status: [Fulfilled]

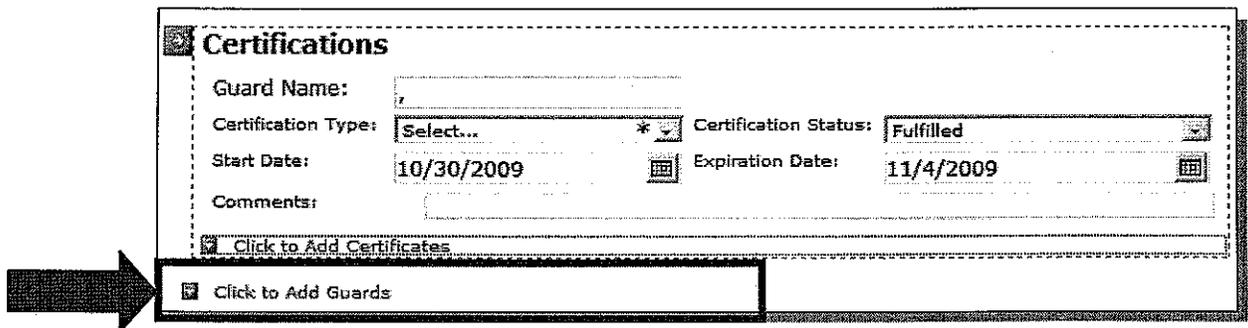
Start Date: [text box] Expiration Date: [text box]

Comments: [text box]

Click to Add Certificates

- iii. To add certificates for another Guard, click on *Click to Add Guards*. Repeat Steps 4 and 5.

Note: Although information for multiple individual Guards can be added to a single file, it may be beneficial to prepare and submit a single form for each Guard. Save a draft version of the form with the Company Information and Guard Information to allow easy updates to the information for resubmission rather than retyping the. Click "File" → "Save as" to create a new version for each submission.



Certifications

Guard Name: [text box]

Certification Type: [Select... *] Certification Status: [Fulfilled]

Start Date: [10/30/2009] Expiration Date: [11/4/2009]

Comments: [text box]

Click to Add Certificates

Click to Add Guards

- 5.2 Update Guard Certification Information – Use "Update" only if the Guard already has a record in RAMP as an employee of the company. Follow the same process described in 5.1 above for updating guard certification information.

Guard Certification File Transfer Instructions

- 5.3 Remove Guard from Company – Use "Remove" only if there is a current record in RAMP for the Guard that is no longer employed by the company. Removing a Guard will require you to enter an employment end date. Certification entries are not allowed for this Guard.

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One: Add Guard to Company
 Update Guard Certificate Information
 Remove Guard from Company

Employment End Date: * 



6. Save a draft of the InfoPath form using the "Save Draft" button.

Company

Company Name: *

Email: *

POC Last Name:

POC First Name:

POC Position:

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One: Add Guard to Company
 Update Guard Certificate Information
 Remove Guard from Company

Click to Add Certifications for this Guard

Click to Add Guards

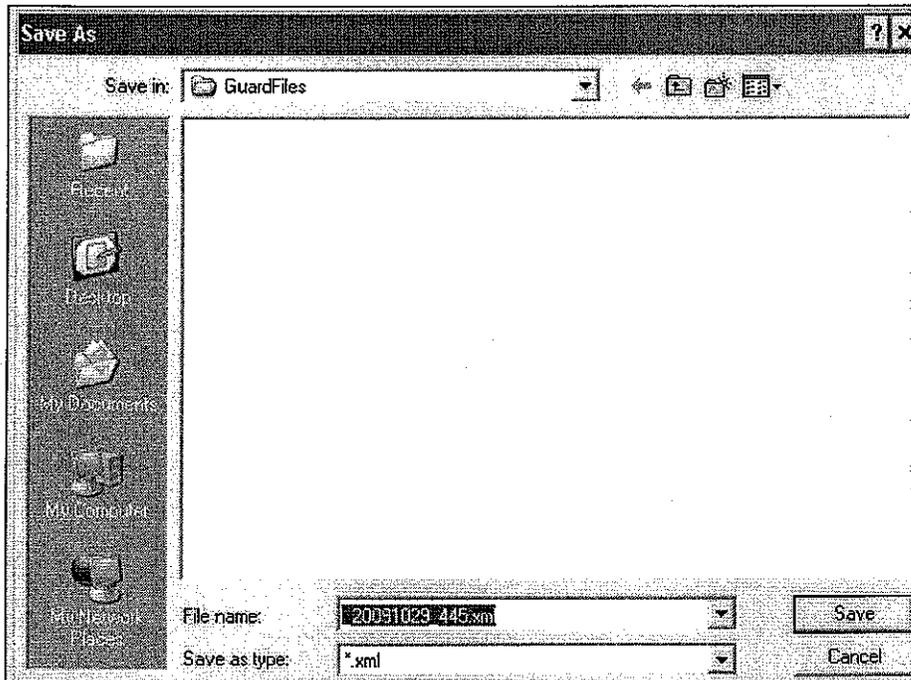
Guard Certification File Generator



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

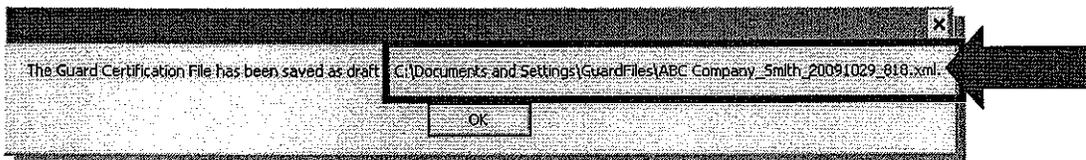
Guard Certification File Transfer Instructions

- i. The "Save As" dialogue box will open.



1. Location – The default location where the file will be saved on the computer generating the form is: C:\Documents and Settings\GuardFiles.
2. File Name – This file will be saved as "[GuardCompanyName]_YYYYMMDD_NNN.xml."
Note: [GuardCompanyName] will be replaced with the entry in the Company Name field, YYYYMMDD will be replaced with the current date, and NNN will be a random three-digit number.

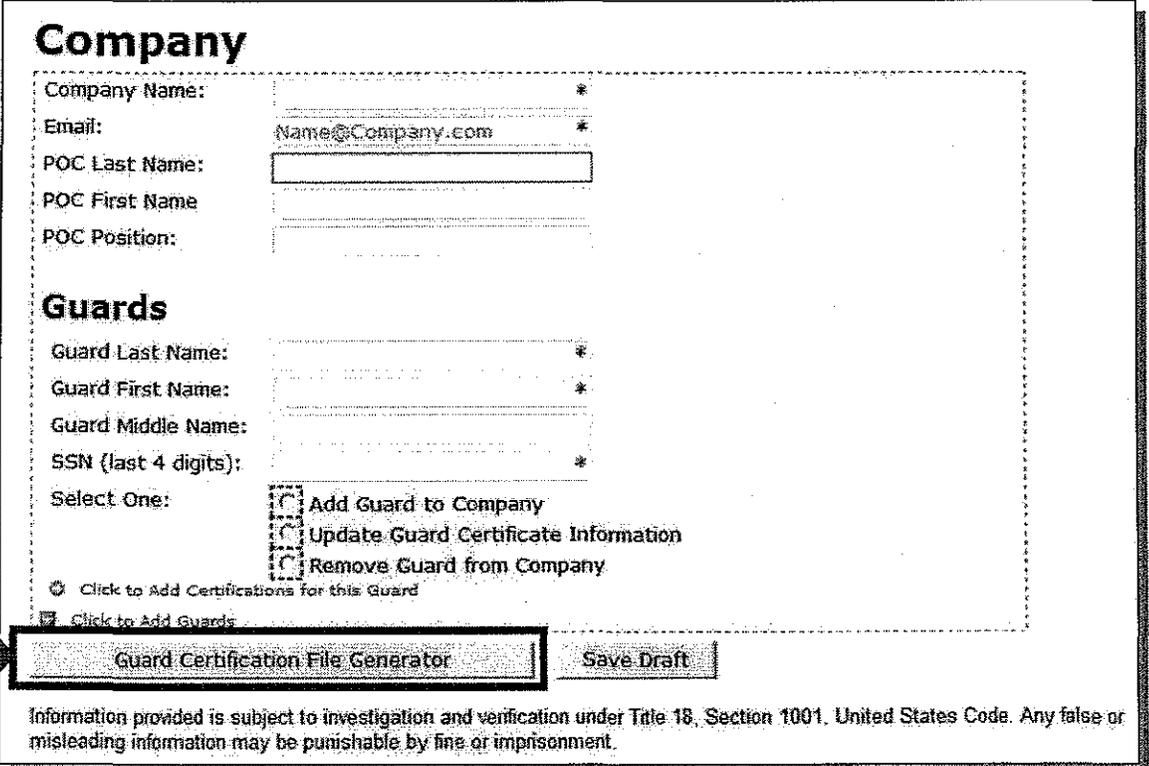
- ii. Click "Save" and a confirmation message will be shown.



IMPORTANT: Always save a draft of the form before clicking "Guard Certification File Generator." The generated Guard Certification File is not editable in InfoPath. If edits need to be made, it will be helpful to have the draft version that will open in InfoPath.

Guard Certification File Transfer Instructions

- Once the form has been completed and is ready for submission, click the "Guard Certification File Generator" button.



Company

Company Name: *

Email: Name@Company.com *

POC Last Name:

POC First Name:

POC Position:

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One:

Add Guard to Company

Update Guard Certificate Information

Remove Guard from Company

Click to Add Certifications for this Guard

Click to Add Guards

Guard Certification File Generator **Save Draft**

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

This will save the file as follows:

- Location – The default location where the file will be saved on the computer generating the form is: C:\Documents and Settings\GuardFiles.
- File Name – This file will be saved as "[GuardCompanyName]_YYYYMMDD_NNN.xml."

Note: [GuardCompanyName] will be replaced with the entry in the Company Name field, YYYYMMDD will be replaced with the current date, and NNN will be a random three-digit number.

- E-mail this file to FPS Headquarters at FPS-RAMP@dhs.gov.

Guard Certification File Transfer Instructions

Attachment 2 XML Instructions

Below is the XML schema (XSD) for the Guard certification file. An XML file can be submitted according to this schema that will be processed by the RAMP system.

Here are a few notes regarding the generation of the form directly:

- The “**my:AddUpdateRemove**” object should be populated with “**Add**,” “**Update**,” or “**Remove**” based on whether the Guard is being added to the company, removed from the company, or only having their certifications updated.
 - If the Guard is being Added, their “**my:EmploymentStartDate**” is required.
 - If the Guard is being Removed, their “**my:EmploymentEndDate**” is required.
- The “**my:CertificationType**” object needs to be populated with one of the valid certification types below in order to be recognized in RAMP:
 - AED Certification
 - Baton Training
 - Contractor Basic Training
 - Contractor Basic Weapons Training
 - Contractor Refresher Training
 - CPR Certification
 - Domestic Violence Certification
 - Drug Certification
 - Firearms Qualification
 - First Aid Certification
 - FPS Basic Training
 - FPS Refresher Training
 - High School Diploma/GED
 - Initial Screener Training
 - Medical Certification
 - OC Spray Training
 - Other Requirement
 - Other Weapons Qualification
 - Respirator Fit Test
 - State/Local Firearms Permit
 - State/Local Guard Permit
 - Supervisory Training
- The “**my:CertificateStatus**” object needs to be populated with “**Fulfilled**”
- xml objects ending in “**Information**” do not need to be populated. They are controls used by the InfoPath form.

Guard Certification File Transfer Instructions

- The Guard Company is recognized using the `CompanyName` object. It is required.
- The Guard is recognized using the `GuardLastName`, `GuardFirstName`, and `SSN` objects (SSN is only the last four digits of the Guard's Social Security Number). These are required fields.
- Some information needs to be repeated within the schema in order for RAMP to recognize the object relationships. The Guard Company Name needs to be entered in both the "**my:CompantName**" object and the "**my:GuardCompanyName**" object. Also, the Guard's First Name, Last Name, and Last Four Digits of their SSN need to be entered both within the Guard object and the Certification object ("**my:GuardName**" can be ignored, this is a control used by the InfoPath form).

Guard Certification File Transfer Instructions

```
<?xml version="1.0" encoding="UTF-8" standalone="no"?>
<xsd:schema targetNamespace="http://schemas.microsoft.com/office/infopath/2003/myXSD/2009-08-31T20:31:31" xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:my="http://schemas.microsoft.com/office/infopath/2003/myXSD/2009-08-31T20:31:31"
xmlns:xd="http://schemas.microsoft.com/office/infopath/2003"
xmlns:xsd="http://www.w3.org/2001/XMLSchema">
  <xsd:element name="GuardCertificationFile">
    <xsd:complexType>
      <xsd:sequence>
        <xsd:element ref="my:Company" minOccurs="0"/>
        <xsd:element ref="my:signatures1"/>
      </xsd:sequence>
      <xsd:anyAttribute processContents="lax"
namespace="http://www.w3.org/XML/1998/namespace"/>
    </xsd:complexType>
  </xsd:element>
  <xsd:element name="Company">
    <xsd:complexType>
      <xsd:sequence>
        <xsd:element ref="my:CompanyName" minOccurs="0"/>
        <xsd:element ref="my:CompanyEmail" minOccurs="0"/>
        <xsd:element ref="my:POCLastName" minOccurs="0"/>
        <xsd:element ref="my:POCFirstName" minOccurs="0"/>
        <xsd:element ref="my:POCPosition" minOccurs="0"/>
        <xsd:element ref="my:Guard" minOccurs="0" maxOccurs="unbounded"/>
      </xsd:sequence>
    </xsd:complexType>
  </xsd:element>
  <xsd:element name="CompanyName" type="my:requiredString"/>
  <xsd:element name="CompanyEmail" type="my:requiredString"/>
  <xsd:element name="POCLastName" type="xsd:string"/>
  <xsd:element name="POCFirstName" type="xsd:string"/>
  <xsd:element name="POCPosition" type="xsd:string"/>
  <xsd:element name="Guard">
    <xsd:complexType>
      <xsd:sequence>
        <xsd:element ref="my:GuardCompanyName" minOccurs="0"/>
        <xsd:element ref="my:GuardLastName" minOccurs="0"/>
        <xsd:element ref="my:GuardFirstName" minOccurs="0"/>
        <xsd:element ref="my:GuardMiddleName" minOccurs="0"/>
        <xsd:element ref="my:SSN" minOccurs="0"/>
        <xsd:element ref="my:AddUpdateRemove" minOccurs="0"/>
        <xsd:element ref="my:EmploymentStartDateInformation"
minOccurs="0"/>
        <xsd:element ref="my:EmploymentStartDate" minOccurs="0"/>
      </xsd:sequence>
    </xsd:complexType>
  </xsd:element>

```

Guard Certification File Transfer Instructions

```
<xsd:element ref="my:EmploymentEndDateInformation" minOccurs="0"/>
<xsd:element ref="my:EmploymentEndDate" minOccurs="0"/>
<xsd:element ref="my:Certifications" minOccurs="0"/>
</xsd:sequence>
</xsd:complexType>
</xsd:element>
<xsd:element name="GuardCompanyName" type="xsd:string"/>
<xsd:element name="GuardLastName" type="my:requiredString"/>
<xsd:element name="GuardFirstName" type="my:requiredString"/>
<xsd:element name="GuardMiddleName" type="xsd:string"/>
<xsd:element name="SSN" type="my:requiredString"/>
<xsd:element name="AddUpdateRemove" type="my:requiredString"/>
<xsd:element name="EmploymentStartDateInformation">
  <xsd:complexType>
    <xsd:sequence/>
  </xsd:complexType>
</xsd:element>
<xsd:element name="EmploymentStartDate" nillable="true" type="xsd:date"/>
<xsd:element name="EmploymentEndDateInformation">
  <xsd:complexType>
    <xsd:sequence/>
  </xsd:complexType>
</xsd:element>
<xsd:element name="EmploymentEndDate" nillable="true" type="xsd:date"/>
<xsd:element name="Certifications">
  <xsd:complexType>
    <xsd:sequence>
      <xsd:element ref="my:Certificate" minOccurs="0"
maxOccurs="unbounded"/>
    </xsd:sequence>
  </xsd:complexType>
</xsd:element>
<xsd:element name="Certificate">
  <xsd:complexType>
    <xsd:sequence>
      <xsd:element ref="my:GuardName" minOccurs="0"/>
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      <xsd:element ref="my:CertGuardFirstName" minOccurs="0"/>
      <xsd:element ref="my:CertGuardSSN" minOccurs="0"/>
      <xsd:element ref="my:CertificationType" minOccurs="0"/>
      <xsd:element ref="my:CertificateStatus" minOccurs="0"/>
      <xsd:element ref="my:CertificationStartDate" minOccurs="0"/>
      <xsd:element ref="my:CertificationExpirationDate" minOccurs="0"/>
    </xsd:sequence>
  </xsd:complexType>
</xsd:element>
```

Guard Certification File Transfer Instructions

```

        <xsd:element ref="my:WeaponInformation" minOccurs="0"/>
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        <xsd:element ref="my:WeaponLicenseNumber" minOccurs="0"/>
        <xsd:element ref="my:WeaponScore" minOccurs="0"/>
        <xsd:element ref="my:WeaponIssuingAuthority" minOccurs="0"/>
        <xsd:element ref="my:WeaponCaliber" minOccurs="0"/>
    </xsd:sequence>
</xsd:complexType>
</xsd:element>
<xsd:element name="GuardName" type="xsd:string"/>
<xsd:element name="CertGuardLastName" type="xsd:string"/>
<xsd:element name="CertGuardFirstName" type="xsd:string"/>
<xsd:element name="CertGuardSSN" type="xsd:string"/>
<xsd:element name="CertificationType" type="xsd:string"/>
<xsd:element name="CertificateStatus" type="xsd:string"/>
<xsd:element name="CertificationStartDate" nillable="true" type="xsd:date"/>
<xsd:element name="CertificationExpirationDate" nillable="true" type="xsd:date"/>
<xsd:element name="WeaponInformation">
    <xsd:complexType>
        <xsd:sequence/>
    </xsd:complexType>
</xsd:element>
<xsd:element name="CertificationComments" type="xsd:string"/>
<xsd:element name="WeaponLicenseNumber" type="xsd:string"/>
<xsd:element name="WeaponScore" nillable="true" type="xsd:integer"/>
<xsd:element name="WeaponIssuingAuthority" type="xsd:string"/>
<xsd:element name="WeaponCaliber" type="xsd:string"/>
<xsd:element name="signatures1">
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        <xsd:sequence>
            <xsd:any minOccurs="0" maxOccurs="unbounded"
namespace="http://www.w3.org/2000/09/xmldsig#" processContents="lax"/>
        </xsd:sequence>
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    <xsd:restriction base="xsd:string">
        <xsd:minLength value="1"/>
    </xsd:restriction>
</xsd:simpleType>
<xsd:simpleType name="requiredAnyURI">
    <xsd:restriction base="xsd:anyURI">
        <xsd:minLength value="1"/>
    </xsd:restriction>
</xsd:simpleType>

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Guard Certification File Transfer Instructions

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</xsd:restriction>  
</xsd:simpleType>  
</xsd:schema>
```

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 02/17/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7865091090000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K

COTR: Victor Gooding: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.

A. Effective 17 Feb. 2010, the COTR for the BPA HSCEEC-10-A-00001 and all calls issued thereunder is Victor Gooding, who may be reached at (b)(6)

B. All other terms and conditions remain unchanged.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. (b)(6)	16C. DATE SIGNED 14 Feb 10

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEEC-10-A-00001/P00003

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2009 to 09/30/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 03/30/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11/
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7865091090000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

GSA Contract #: GS-07F-0352K

COTR: Victor Gooding: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.

A. Effective 1 April 2010, the Alternate COTR for the BPA HSCEEC-10-A-00001 and all calls issued thereunder is Chris Owens, who may be reached at (b)(6) and (b)(6)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)
NSN 7540-01-152-8070 Previous edition unusable		16C. DATE SIGNED 5 Apr 10 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 04/19/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCBEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	
CODE 7865091090000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K

COTR: Victor Gooding: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC and 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD.

A. By mutual agreement of the parties, the Post Exhibit for BPA HSCBEC-10-A-00001 is hereby deleted and replaced with the attached Post Exhibit. The revised Post Exhibit reflects the incorporation of MD0299 (Cloverleaf Bldg.) into the BPA effective on 1 May 2010. Call HSCBEC-10-J-00039 will be modified accordingly, and the funding for the new Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)	15B. DATE SIGNED 4/21/10	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	16B. UN	16C. DATE SIGNED 21 Apr 10
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00005

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	site will be included in the modification to the call. B. All other terms and conditions remain unchanged. DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014				

Pages 3 through 7 redacted for the following reasons:

(b)(4), (b)(7)e

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 10/14/2010	4. REQUISITION/PURCHASE REG. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (if other than item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCBEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	
CODE 7865091090000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
HSCBEC-10-A-00001

CONR: Victor Gooding

(b)(6)

Armed guard services for 555 New Jersey Avenue, 300 9th Street SW, 1250-80 Maryland Avenue SW, 1990 K Street NW, 1800 M Street NW in Washington DC, 10903 New Hampshire Avenue (White Oak Campus), Silver Spring, MD, and 20400 Century Blvd., Germantown, MD.

A. Subject modification is issued to incorporate CBA Wage Determination 2009-3010 Rev. 1

Continued ...

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

(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne
	16B. (b)(6)
	18C. DATE SIGNED 10/14/10
	18D. DATE SIGNED 14 Oct. 10

ARD FORM 30 (REV. 10-83)

ed by GSA

FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(attached) into BPA HSCEEC-10-A-00001. This WD supersedes all prior WD's. For the BPA, the effective date of the WD is 1 Oct. 2010.</p> <p>B. The Contractor must notify the Contracting Officer in writing on or within thirty (30) days after the date of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act <input type="checkbox"/> Price Adjustment (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Division of Director Wage Determinations	Wage Determination No.: CBA-2009-3010 Revision No.: 1 Date Of Last Revision: 10/14/2010

State: District of Columbia

Area: Statewide

Employed on Federal Protective Services, ICE, DHS contract for Armed security guard services at 10903 New Hampshire Ave (White Oak Federal research Center), Silver Spring, MD; 20400 Century Blvd., Germantown, MD; Capitol Place, 555 New Jersey Ave. NW, Wash., D.C.; Waterfront Center, 800 9th St. SW, Wash., D. C.; Portals I Bldg., 1250-1280 Maryland Ave. SW, Wash., D. C.; Reporters Bldg., 300 7th St. SW, Wash., D. C.; 1990 K St. NW, Wash., D. C.; and 1800 M St. NW (South Tower), Wash., D. C..

Collective Bargaining Agreement between contractor: Coastal International Security, and union: United Union of Security Guards, effective 6/18/2010 through 6/22/2013.

In accordance with Section 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

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered as of the 18th day of June, 2010, by and between COASTAL INTERNATIONAL SECURITY, INC., with offices currently located at 8198 Terminal Road, Suite 204, Lorton, VA 22079, hereinafter referred to as the "Employer" or "Company", and the UNITED UNION OF SECURITY GUARDS, with offices currently located at 2701 West Patapsco Avenue, Suite 107, Baltimore, Maryland 21230, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining, with respect to all full-time and regular part-time security guards, as defined in Section 9(b) (3) of the National Labor Relations Act, as amended, assigned by the Employer as Capitol Place, 555 New Jersey Ave. NW, Washington, DC; Waterfront Center, 800 9th Street SW, Washington, DC; Portals I Building, 1250 – 1280 Maryland Ave. SW, Washington, DC; Reporters Building, 300 7th Street SW, Washington, DC; 1990 K Street NW, Washington, DC; 1800 M Street NW (South Tower), Washington, DC and White Oak Federal Research Center, 10903 New Hampshire Ave., Silver Spring, MD, and 20400 Century Blvd., Germantown, MD pursuant to the Contract No. HSCEEC-10-A-00001 with the U.S. Department of Homeland Security, for the provision of security services at said facilities, but excluding all office clerical employees, professional employees, project managers, assistant project managers, captains, lieutenants, and all other supervisory employees of the Employer.

Section 2 The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1.1, above. The term "full-time employee" shall refer to employees who are regularly scheduled to work at least thirty-two (32)

hours per regular workweek. The term "part-time employee" shall refer to employees who are regularly scheduled to work less than thirty-two (32) hours per week.

Section 3 It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the government for a period of not more than ninety (90) calendar days in any government contract year, except for emergency situations or as otherwise required by the Government. 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 (iii) the supervisor performs unit work requiring specialized skills, qualifications or training.

Section 4 The Union recognizes the manpower needs of the Company to have officers who may work in a supervisory capacity part-time. These officers will be a part of the bargaining unit if on a regularly scheduled basis the officers are able to work more hours in a bargaining unit position. Any supervisors working in a non-supervisory position are to remove all supervisory rank insignia and will not act in a supervisory role.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1 The Employer shall retain all rights, powers & authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improve methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or

shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in government facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not to bid, or to rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the government and the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of the Agreement and the dictates of the Government.

Section 2 The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the express and specific terms of this Agreement.

ARTICLE 3 – UNION SECURITY

Section 1 The Union agrees that it will accept into membership any employee who desires and is eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

Section 2 Subject to the provisions of Section 3.4 below, all present bargaining unit employees of the Employers who are members in good standing of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of their continued employment throughout the duration of this Agreement. Further subject to the provisions of Section 3.4 below, all present bargaining unit employees of the Employer who are not members in good standing of the Union and all bargaining unit employees hired hereafter shall become and remain members in good standing of the Union as a condition of employment no later than the day following the day on which the bargaining unit employee completes his/her probationary period as provided in this Agreement.

Section 3 Any bargaining unit employee who has failed to become a member of the Union, or being or having become a member, fails to remain a member in good standing, in accordance with this Section, shall be terminated from employment by the Employer effective seven (7) business days after the Employer has received from the President of the Union written notice certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had at least thirty (30) days advance written notice and an opportunity to make all dues or initiation fee payments as required by law and the Bylaws of the Union and that, subsequent to such notice and the period for payment, the employee remains delinquent. The Employer shall not be found in violation of this Article if (i) the Employer has reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, (ii) the Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or (iii)

the Employer has reasonable grounds for believing that the employee was not provided with the thirty (30) days advance written notice to make the delinquent payments, and (iv) the Employer, within seven (7) business days after receipt of the Union's notice of delinquency, notifies the Union in writing that it declines to terminate the employee for one of the grounds specified in (i) through (iii) above, identifying the specific ground and stating the basis for the Employer's belief that such ground is applicable.

Section 4 No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

Section 5 Subject to the provision in this Article and all applicable state and federal laws, and during the term of this Agreement, the Employer shall deduct from the pay of all bargaining unit employees covered by this Agreement the dues, initiation fees and/or assessments uniformly levied by the Union in accordance with its Constitution and Bylaws (or, where Section 19.4 is applicable, the agency fees due to the Union). Deductions shall be made from each payroll check, and shall be remitted by the Employer to the Union in a single lump sum prior to the end of the calendar month following the end of the calendar month in which such deductions are made. Said deductions shall be provided for active bargaining unit employees pursuant to their submission of dues deduction authorizations for so long as their authorizations remain in effect. The Employer shall notify the Union of the names and addresses of new hires. The Union shall be responsible for providing all new hires with blank dues deduction forms and submitting the dues deduction forms to the Employer's business office. The Employer shall volunteer no opinion as to whether or not the bargaining unit employee should sign the form and, if asked by the employee, the Employer will remain strictly

neutral, neither recommending that the employee sign the form. Completed forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or until revoked as provided in Section 3.6 below, whichever first occurs. The Employer shall only be obligated to deduct initial fees if the President of the Union notifies the Employer in writing of the amount of the initiation fees. The notice must be mailed or faxed to the Employer's business office. The notice shall continue in effect until superseded by a subsequent written notice from the President of the Union.

Section 6 Such deduction authorization shall be revocable upon the earlier of (i) the termination of employment by an employee, or (ii) by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of this Agreement or any successor agreement. To be effective, any revocation shall be in writing, signed by the employee, sent to the Employer by certified mail and received by the Employer not earlier than fifteen (15) days before, nor later than fifteen (15) days after, the anniversary date or expiration date as of which the authorization is being revoked. The Employer will promptly inform the Union of the receipt of any notice of revocation and the date on which such notice as received by the Employer.

Section 7 The Employer agrees to send the Union each month, the names, addresses, telephone numbers and dates of hire of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or who have been transferred to non-bargaining unit positions. The Employer shall send the Union a

complete list of employees covered by this Agreement, showing the names, addresses and telephone numbers of the employees upon request.

Section 8 The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.

Section 9 If any provision of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in effect to the extent reasonably practicable and the affected provision shall be modified to comply with the requirements of the applicable state law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE 4 – SENIORITY

Section 1 Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit (for the Employer or as a predecessor federal contractor). Seniority shall be applicable in determining the order of layoff and recall and other situations as provided for in this Agreement. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security number, the most senior being the employee with the lowest number.

Section 2 Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

Section 3 Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to Union Stewards and Officers by request. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Supervisor not later than thirty (30) calendar days after the most current list has been posted. Separate Seniority Lists shall be kept for the DC locations, White Oak FRC and Germantown location.

Section 4 The seniority of an employee shall be lost for any of the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged under the terms of this Agreement, with just cause;
- (c) The employee fails, within five (5) working days after receipt of the employee's notice of recall, to report to work as required by the notice, with just cause;
- (d) A settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer;
- (e) The employee is laid off for a continuous period of one (1) year;
- (f) The employee is absent from work for three (3) consecutive work days without properly notifying the Employer of the reason for the absence.

Section 5 A unit member who has accepted a position in supervision or management will have his/her seniority date suspended from the date the unit member accepted the position. Should the unit member change, or have changed, their status in supervision or management revert to a unit member, his/her seniority shall resume from the date of the job status change.

ARTICLE 5 – TRANSFERS, LAYOFF AND RECALL

Section 1 Whenever it is necessary to layoff employees, or in the event the contract for providing security services is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

Section 2 Full-time employees – When full-time positions are being reduced:

- (a) Probationary full-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the full-time work force, the non-probationary employees shall then be laid off in the inverse order of their seniority.

Section 3 Regular part-time employees – When regular part-time positions are being reduced:

- (a) Probationary part-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the work force of regular part-time employees, the non-probationary part-time employees will be laid off in the inverse order of their seniority.

Section 4 Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 5 Employees who have been laid-off as a result of being displaced in accordance with this article will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

Section 6 In order to meet emergency or crises situations, or meet additional government dictates or demands, the Employer reserves the right to temporarily schedule employees between all worksites.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1 For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

Section 2 The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union; whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3 Grievances shall be presented and processed in accordance with the following procedure. Where suspension or termination is the proposed disciplinary action the grievance procedure will start at Step Two. The Employee and the Union will have the right to request a disciplinary hearing at Step Two.

- (a) Step One – Any non-probationary employee having a grievance or a non-probationary employee designated by a group of non-probationary employees having a grievance shall reduce the grievance to writing and present the grievance to his or her Shift Supervisor within five (5) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance and the adjustment sought if known. The Shift Supervisor of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Shift Supervisor (or his/her designee) shall meet to discuss the grievance. The Shift Supervisor shall give a written decision to the grievant and to the Union within ten (10) days after receipt of the grievance.
- (b) Step Two – If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Contract Manager within ten (10) days after the completion of Step One. The Contract Manager (or his/her designee) will meet with the grievant, the Union representative, and the charging supervisor to discuss the grievance. The Contract Manager shall give a written decision to the

- grievant and to the Union within ten (10) days after receipt of the grievance.
- (c) Step Three – If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Employer's President (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) will meet with the grievant and a Union representative, upon request by the Union, and the charging supervisor to discuss the grievance. The Employer's Human Resource Manager (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) shall give a written decision to the grievant and to the Union within fifteen (15) days after receipt of the grievance.
- (d) Step Four – Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request therefore to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Project Manager.
- (e) No individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.
- (f) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Government Contract, or the

Employer's adherence to a request of the Government shall processed to Step Four since such matters are not arbitrable.

- (g) In the event arbitration of the grievance is requested, either party may, within ten (10) business days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the Employer shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The winner of a coin toss shall strike the first name. The arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation Conciliation Service.
- (h) At the time of the arbitration hearing, both parties shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon request of either or both parties.
- (i) The parties shall share the arbitrator's fee and the arbitrator's expenses equally. In the event of cases in which the grievance is granted in part and denied in part, the fees and expenses shall be borne equally. In all cases, the parties shall equally share the cost of any hearing room and/or transcript. The party calling such witness or requesting such participant shall pay the expenses and compensation of any witness. Any other expenses shall be borne by the party incurring such expenses.
- (j) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Company's

discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the contracting officer or other official of the Government.

- (k) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages.

Section 4 The Union shall have the right to file a grievance or grievances involving a class of one or more non-probationary employee at Step Two of the grievance procedure within seven (7) working days of the latter of (i) the event giving rise to the grievance; or (ii) the date on which the Union knew, or with the exercise of reasonable care, should have known, of the facts giving rise to the grievance.

Section 5 Each party shall be afforded reasonable access to and, upon request, copies of any and all documents and video within the possession or control of the other party relevant to a grievance or arbitration.

ARTICLE 6 – DISCIPLINE

Section 1 No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the Contract by the government, the employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government, or the employee no longer satisfies the government qualifications for his or her position, the employer will notify the Union in writing of such circumstance and provide supporting documentation in the Employer's possession, if any, and the employee may be terminated pursuant to the procedures under this Agreement and the employee/Union does not waive any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, upon request of the Union, a copy of any written supporting documentation from the Government shall be provided to the Union, if available to the Employer. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in this Agreement. All Discipline under this article shall be administered within six (6) business days of the violation, unless the employee is unavailable. The time limits specified may, however, be extended by written mutual agreement.

Section 2 Subject to the foregoing, discipline shall be applied in the

following manner:

(a) **Minor Offense** (For Example, but not limited to: reading, eating or drinking on post, using personal radios, televisions, computers or mobile telephones or other personal electronic devices while on duty, violation of grooming standards, allowing personal visitors or relatives on Government property while on duty, visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building, breach of the chain of command, except to the extent necessary to comply with the orders or accommodating the needs of the Government and/or its tenants or otherwise in accordance with the policies of the Employer, failure to complete required paperwork, or similar infractions)

(i) With respect to a first offense, the employee will be given a written warning.

(ii) With respect to a second offense, the employee may be suspended without pay for a period of up to three (3) days off the schedule at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of up to five (5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(v) If, at the time of a minor offense, the employee has any prior or concurrent disciplinary action or counseling for any reason, the discipline for the non-serious offense shall escalate to the next level for the offense.

(b) **Unexcused Lateness** (Failure to timely report, including start of guardmount, to an assigned duty post at the start of a shift or return from any break or lunch)

(i) With respect to a first offense, the employee may be given a verbal warning, and may be sent home without pay if more than fifteen (15) minutes late without prior notification to his/her Supervisor.

(ii) With respect to a second offense, the employee may be given a written counselling at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of three to five (3 - 5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(c) **Unexcused Absence** (Failure to Call Off With Less Than Five (5) Hours Notice)

(i) With respect to a first offense, the employee may be given a verbal warning.

(ii) With respect to a second offense, the employee may be given a written counselling at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of three to five (3 - 5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(d) **Immediate Discharge** (Subject to the foregoing, any other offense, including without limitation, the following offenses, shall subject an employee to immediate discharge):

- (i) neglect of duty,
- (ii) breach of security,
- (iii) inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform,
- (iv) unless otherwise stated in this Agreement, a serious or repeated violation of the any employee personnel policy manual of Employer and/or security guard information manual,
- (v) dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics,
- (vi) Immoral conduct,
- (vii) fighting on post or Government premises,
- (viii) breach of Employer, DHS/GSA building rules, regulations, post orders or memoranda,
- (ix) sleeping while on duty,
- (x) willful destruction of property or destruction of property resulting from negligence,
- (xi) criminal misconduct,
- (xii) improper discussion of work related issues with the Government; including, but not

- limited to, any issue that could be the subject of a grievance under this Agreement,
- (xiii) the employee is insubordinate (defined as failing to follow the direct written or verbal order of a supervisor or manager) in connection with employment,
 - (xiv) Unless otherwise stated in this Agreement, a serious or repeated violation of any other requirements or policies of the Employer or the Government,
 - (xv) Improper use of a firearm or possession of a firearm not issued or authorized by the Employer,
 - (xvi) any conduct which causes the Government to issue a monetary penalty or deduction against the Employer,
 - (xvii) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer,
 - (xviii) No call/No show absence,
 - (xix) unauthorized entry into any unauthorized location in any Government building,
 - (xx) failure to maintain weapons safety or weapon readiness,
 - (xxi) disassembly of a weapon including the removal of a magazine or failure to properly load and maintain a loaded weapon or failure to properly unload a weapon,
 - (xxii) failure to obtain or maintain a weapons certification/qualification;
 - (xxiii) the employee is absent from work for a period of 72 hours without advising the Employer, regardless of the reason for such absence;
 - (xxiv) the employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
 - (xxv) the employee overstays a leave of absence or a vacation for a period of forty-eight (48) hours without advising the Employer, regardless of the reason;
 - (xxvi) the employee gives a false reason for obtaining a leave of absence, or engages

in other employment during such leave;

(xxvii) the employee has falsified or misrepresented information on his/her application for employment or any other work-related documentation including without limitation medical information provided to the Employer or the Government;

(xxviii) the employee is convicted of a criminal offense;

(xxix) the employee fails to establish that he or she satisfies the training requirements and/or medical standard requirements of the Employer or the Government to continue to work under this contract as a security guard; or

(xxx) the employee's credentials or qualifications to work under the Government Contract are revoked, suspended or terminated by the Government, or the Government requests or requires the removal of the employee from working under the contract or the Government determines that it is not in the best interests of the Government for the employee to continue working under the Government Contract.

Section 3 Any meeting between an employee and the Employer during which discipline in the form of a suspension or discharge is expected to be imposed must, at the request of the affected employee, be conducted in the presence of an authorized steward or other Union representative.

Section 4 A disciplinary action shall not be used after a period of one (1) year has elapsed without another occurrence of disciplinary action against the employee.

ARTICLE 7 – JOB OPPORTUNITIES

Section 1 If a vacancy occurs in a regular position covered by this Agreement, the Employer will post the open position for a period of ten (10) business days. The Employer will fill the position as it deems to be in the best interest of its operations, the needs and approval

of the Government and the seniority of the applicants for the position. Once the vacant position is filled and creates a second vacancy, the same procedure will be followed. After the second vacancy is filled the Employer may assign subsequent vacancies created as it sees fit.

Section 2 In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

Section 3 In the event that a higher level job becomes available, first preference shall be given to the most qualified non-probationary unit member who is available and qualified to perform the duties thereof. If, within ninety (90) days of such promotion, an Employee fails to satisfy the Employer's requirements for the position or the Employee does not wish to continue to in the position in which promoted, such Employee may elect to be returned to the bargaining unit. The employee will be returned to the first available position.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

Section 1 Shifts shall be scheduled in the discretion of the Employer to fulfill the needs of the government. Nothing contained herein shall guarantee to any employee (i) any number of hours of work per day or week, but the Employer will attempt to maintain as many full-time hours as possible (ii) or any particular post assignment.

Section 2 An overtime rate of one and one-half (1 ½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3 Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4 If the Employer has less than twenty-four (24) hours advance notice that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved, not to exceed twelve (12) hours in any twenty-four (24) hour period except for emergencies and inclement weather. The Employer shall use reasonable efforts to allow employees with child care obligations to be relieved as soon as possible and shall allow such employees an opportunity to make necessary child care arrangements. Failure to accept assignments or remain on post when not reasonably excused by a supervisor shall be grounds for discipline up to and including immediate termination.

Section 5 If the employer has advance notice of twenty-four (24) hours or more that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, whenever possible, such overtime will be offered to each full-time employee based upon seniority and then to each part-time employee based upon seniority, provided that the Employer is not required to offer overtime to any employee that (i) is then scheduled to work forty (40) hours or more during the work week, or (ii) the additional overtime hours, when added to the hours then scheduled to work for such employee, will exceed forty (40) hours in the work week. In order to accomplish the foregoing, on a monthly basis, the employer shall post a sign-up sheet for full-time employees and a separate sign-up sheet for part-time employees desiring to work overtime during the month.

Section 6 Officers shall receive pay for reporting in fifteen (15) minutes before their shift begins and for fifteen (15) minutes after their shift ends. Gear Up/Gear Down time will be for receiving and returning equipment as well as travel to and from their assigned posts.

Section 7 An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work, the employee shall receive a minimum of two (2) hours pay for such day.

ARTICLE 9 – WAGES

Section 1 Currently base wages for bargaining unit employees are **\$22.60** per hour.

Section 2 Effective June 23, 2010, the base wages for bargaining unit employees shall be **\$23.50** per hour.

Section 3 Effective June 23, 2011, the base wages for bargaining unit employees shall be **\$24.20** per hour.

Section 4 Effective June 23, 2012, the parties agree to re-open negotiations for wages only, ninety (90) days prior to the effective date.

Section 5 Except as otherwise provided elsewhere in this Agreement, the aforementioned wage schedules shall remain in effect during the life of this Agreement and any extension(s) of this Agreement.

ARTICLE 10 – HOLIDAYS

Section 1 Employees are entitled to the following eleven (11) paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Section 2 Employees who are not required to work on a holiday shall be paid at his/her base hourly straight time wage rate, exclusive of any overtime or benefit

allowance payments. To the extent permitted by applicable law, a bargaining unit employee will be paid holiday pay only if:

- (a) The employee works as scheduled or assigned on his/her last scheduled work day prior to or his/her first scheduled work day after the day on which the holiday is observed, and
- (b) The employee is not laid off or on a leave of absence.

Section 3 An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 4 Any holiday declared by Presidential Proclamation including inclement weather closings, that specifically includes contractors and the services they provide will be observed as instituted and the employees shall be paid if the government compensates the Employer for the closure.

ARTICLE 11 – VACATIONS

Section 1 Employees shall be entitled to annual vacation pay, based on their continuous years of service in federal contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of one (1) year service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of ten (10) years of service	160 hours

Section 2 An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least two weeks prior to the requested vacation time off. The Shift Supervisor (or other appropriate company representative) will attempt to

approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; consistent with the seniority of employees requesting vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure the orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 3 Vacation time shall not be cumulative from one year to the next. Vacation time shall be paid out to the employee within thirty (30) days following the employee's anniversary date.

Section 4 Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

ARTICLE 12 – HEALTH AND WELFARE ALLOWANCE

Section 1 Each employee must elect in writing one (1) of the following: (i) participation in the Security Worker's Health and Welfare Fund, in lieu of the Health and Welfare Allowance payments described in this Article, (ii) participation in the Employer's health insurance plan or (iii) receipt in cash of the Health and Welfare Allowance payments described in this Article, less applicable withholding.

Section 2 The Employer shall make Health and Welfare Allowance payments consistent with the election of the employee. If an employee fails to make an election, the employee shall be deemed to have elected Option 3, receipt in cash to participate in the Security Workers Health and Welfare Fund. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken. Deductions shall be made from each payroll check, and shall be remitted by the Employer to the Security Workers

Health & Welfare Fund in a single lump sum by the 15th day of the month following the calendar month in which such deductions are made. Said deductions shall be provided for active bargaining unit employees pursuant to their election of Health & Welfare deduction authorizations in the form set forth in Article 12, Section 1 above for so long as their authorizations remain in effect. Completed forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or when an election is changed during Open Enrollment, whichever first occurs.

Section 3 Currently the Health and Welfare allowance is **\$4.00** per hour up to forty (40) hours per week worked.

Section 4 Effective June 23, 2010, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is **\$4.10** per hour.

Section 5 Effective June 23, 2011, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is **\$4.20** per hour.

Section 6 Effective June 23, 2012, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked will be negotiated by both parties ninety (90) days prior to the effective date..

ARTICLE 13 – RETIREMENT ALLOWANCE

Section 1 All eligible employees may, on a voluntary basis, elect to participate in the Company's 401(k) Plan.

ARTICLE 14 – UNIFORM ALLOWANCE

Section 14.1 The Employer will make a Uniform Allowance payment on behalf of each bargaining unit employee at the rate of **\$.67** per day, for each day worked up to five (5) days per week throughout the duration of this Agreement.

ARTICLE 15 – SICK LEAVE

Section 1 Employees shall accrue forty (40) hours of paid sick leave per full calendar year.

Section 2 Sick leave time off must be approved by the employee's immediate supervisor and shall be taken in no less than eight (8) hour increments. Sick leave shall be regarded as an excused absence.

Section 3 Any employee who is unable to report to work because of sickness shall notify the Employer at the least five (5) hours prior to the beginning of his/her regular shift.

Section 4 Sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid no later than on the payroll immediately following the sick leave being used. Unused sick leave shall be paid to the employee at his/her base wage hourly rate of the earned amount within forty-five (45) days after the end of the

calendar year. Employees will be compensated for all earned sick leave upon termination of their employment.

Section 5 A note from a doctor shall not be required for sick leave of less than two (2) consecutive days unless, (i) as a result of a pattern of absences by the employee previously identified or (ii) all of the then earned sick leave has been used.

ARTICLE 16 – LEAVE OF ABSENCE

Section 1 Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to non-probationary employees.

Section 2 To the extent a specific leave under this Agreement may be deemed to be one (1) covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 3 An employee shall be granted a military leave of absence, as required under applicable federal law, for the time spent in full-time active duty in the armed forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable federal law in effect at the time of such leave.

Section 4 A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - (i) The reasons for such leave

- (ii) The effective date of such leave
- (iii) The estimated date of return to work
- (b) The written request for a leave of absence shall be submitted to the Project Manager for final disposition.
- (c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

Section 5 All leaves of absence shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement.
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such leaves shall be without payroll compensation or Employer paid benefit unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employee.
- (d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA, as determined by the Employer, and the Employer may require the employee to use accrued vacation days and other leave benefits under this Agreement concurrent with the leaves granted under the FMLA, as allowed by the FMLA. Action taken by the

Employer to comply with the FMLA shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

ARTICLE 17 – BEREAVEMENT LEAVE AND JURY DUTY

Section 1 Bargaining unit employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a **parent, step parent, foster parent, spouse, child, sibling, grandparent or grandchild**. Unpaid leave of up to three (3) days shall be given for purposes of attending the funeral of a **father-in-law or mother-in-law**. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section.

Section 2 Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury as soon as notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours

normally worked on the day(s) covered under this Section, less all amounts received by the employee from any court or government agency to serve on a jury.

ARTICLE 18 – RETURN OF UNIFORMS & TRAINING

Section 1 Upon the termination of employment, each employee will be responsible to return all Company-issued uniforms and equipment in good condition, reasonable wear excepted, within five (5) days after the employee's last day of work. The actual cost to the Employer of any article(s) of uniform and/or equipment not returned to the Company within five (5) days after the employee's last day of work will be deducted for the employee's final paycheck. Each employee will agree in writing authorizing the deduction from his/her last payroll check as provided above.

Section 2 All employees are paid for initial training and annual recertification classes.

ARTICLE 19 – STRIKES

Section 1 So long as this Agreement is in effect, the Union will not cause nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 2 Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other

remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE 20 – DRUG TESTING

Section 1 The employer will enforce the Employer’s Substance Abuse Policy.

ARTICLE 21 – GOVERNMENT SUPREMACY

Section 1 The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The government may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the government deems to be in the interest of the Government.

Section 2 Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g. security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee.

ARTICLE 22 – BREAKS

Section 1 Both parties agree that breaks will be provided in accordance with the government contract with the Company, GSA/Homeland Security Rules, Regulations and guidelines and U. S. Department of Labor guidelines.

Section 2 Restroom breaks will be provided as needed contingent upon available personnel.

ARTICLE 23 – GENERAL PROVISIONS

Section 1 The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap, or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer, however, shall be processed beyond Step Two of the Grievance Procedure. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

Section 2 Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity without approval.

Section 3 The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. Physical/medical/psychological exams may be required by operation of the government Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Section 4 The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the government Contract and the Employer's policies as in effect from time to time.

Section 5 Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for

employees will normally be taken. If a call appears to be an emergency, the employee will be notified as soon as practicable.

Section 6 Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer.

Section 7 If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 8 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 9 This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 10 This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE 25 – TERMINATION

Section 1 This Agreement shall be effective as of June 18, 2010 , and shall remain in full force and effect until 11:59 p.m. on June 22, 2013. Notwithstanding be foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

Section 2 Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the government of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

UUSG/Coastal CBA 2010 – 2013 – Coastal DHS (DC & White Oak)

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

United Union of Security Guards (UUSG)

(b)(6)

Date

6/18/10

President

Coastal International Security, Inc.

(b)(6)

6/18/10

Director, Labor Relations

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 01/25/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (Incl. street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	
CODE 7065091090000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.222-43 "Fair Labor Standards Act and Service Contract Act (Multiple Year and Option Contracts)"

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

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

GSA Contract #: GS-07F-0352K
HSCEEC-10-A-00001

COTR: Victor Gooding, (b)(6)

Armed guard services for 555 New Jersey Avenue, 300 9th Street SW, 1250-80 Maryland Avenue SW, 1990 K Street NW, 1800 M Street NW in Washington DC, 10903 New Hampshire Avenue (White Oak Campus), Silver Spring, MD, and 20400 Century Blvd., Germantown, MD.

A. The purpose of this bilateral modification is to incorporate a wage rate adjustment in Continued ...

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

(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	16C. DATE SIGNED 25 Jan. 11
	15C. DATE SIGNED 1/25/11	16B. (b)(6)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00007

PAGE OF
 2 5

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)										
	<p>accordance with FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)."</p> <p>Per the negotiated agreement between Coastal and FPS, new hourly rates are established under the BPA HSCEEC-10-A-00001 representing the wage rates set forth in CBA 2009-3010 Rev. 1.</p> <p>B. For Ordering Period One (1 Oct. 2010 to 30 Sept. 2011) the new BPA wage rates are (b)(4) supervisor (b)(4) productive, and \$ (b)(4) TAS.</p> <p>C. Only allowable items pursuant to FAR 52.3222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)," were considered, such as increases in the wage rate, health and welfare, training, relief, pension, vacation, sick, holiday, and all applicable taxes.</p> <p>D. The total wage rate is hereby increased for Ordering Period One under the BPA as follows:</p> <table border="1" data-bbox="397 976 901 1186"> <thead> <tr> <th></th> <th>From</th> <th>By</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>CLIN 1001 (Productive)</td> <td colspan="3" rowspan="3">(b)(4)</td> </tr> <tr> <td>CLIN 1002 (Supervisor)</td> </tr> <tr> <td>CLIN 1003 (TAS)</td> </tr> </tbody> </table> <p>E. The total increase resultant from this wage adjustment for the period 1 Oct. 2010 through 30 Sept. 2011 under the BPA is (b)(4). This calculation is based on (b)(4) hours of Productive Guard and (b)(4) hours of Supervisor ordered under Call HSHQEC-11-F-00020.</p> <p>F. The total amount of funding provided for the wage rate increase will be (b)(4). This amount will be provided on Call HSHQEC-11-F-00020 for the period 1 Oct. 2010 to 30 Sept. 2011. The call will instruct the vendor on how to proceed with invoicing procedures.</p> <p>G. Rates for Ordering Periods Two, Three and Four are hereby increased as follows:</p> <p>Ordering Period Two Continued ...</p>		From	By	To	CLIN 1001 (Productive)	(b)(4)			CLIN 1002 (Supervisor)	CLIN 1003 (TAS)				
	From	By	To												
CLIN 1001 (Productive)	(b)(4)														
CLIN 1002 (Supervisor)															
CLIN 1003 (TAS)															

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From By To				
	<div style="border: 1px solid black; padding: 5px;"> CLIN 2001 (Productive CLIN 2002 (Supervisor CLIN 2003 (TAS) </div>				
	Ordering Period Three				
	<div style="border: 1px solid black; padding: 5px;"> CLIN 3001 (Productive) CLIN 3002 (Supervisor) CLIN 3003 (TAS) </div>				
	Ordering Period Four				
	<div style="border: 1px solid black; padding: 5px;"> CLIN 4001 (Productive) CLIN 4002 (Supervisor) CLIN 4003 (TAS) </div>				
	H. The total (ceiling) value of the BPA CLINs is increased as shown below.				
	From By To				
	<div style="border: 1px solid black; padding: 5px;"> 1001 1002 1003 2001 2002 2003 3001 3002 3003 Continued ... </div>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00007

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 4 5

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001 4002 4003	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> (b)(6) </div> <p>I. The contractor agrees that there are no outstanding requests for equitable adjustment, claims or any other associated matters arising from this modification, (inclusive of attorney's fees, interest and other damages). Further, by acceptance of this modification, the contractor shall for itself, its successors and assigns, irrevocably reverse, release and forever discharge the Government, its officers, agents and employees, of and from all liabilities, promises agreements, controversies, damages, actions, causes of actions, suits, rights, demands, losses, debts, expenses, and claims, including but not limited to, attorney's fees, and costs, without reservations, whether known or unknown, whatsoever in law and/or in equity under arising out of or related to this modifications.</p> <p>J. This modification constitutes the entire understanding between the parties and supersedes all prior communications, negotiations or agreements between the parties pertaining to and a rising from this modification. Acceptance of this modification constitutes an accord and satisfaction, for both time and money, for all matters, without reservation, arising under this modification.</p> <p>K. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (215)521-2247 or by e-mail at michael.byrne@dhs.gov</p> <p>L. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEEC-10-A-00001/P00007

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2009 to 09/30/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 03/02/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (if other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 7865091090000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	D. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

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

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

GSA Contract #: GS-07F-0352K
HSCEEC-10-A-00001

COTR: Victor Gooding, (b)(6)

Armed guard services for 555 New Jersey Avenue, 300 9th Street SW, 1250-80 Maryland Avenue SW, 1990 K Street NW, 1800 M Street NW in Washington DC, 10903 New Hampshire Avenue (White Oak Campus), Silver Spring, MD, and 20400 Century Blvd., Germantown, MD.

A. The purpose of this bilateral modification is to incorporate a no-cost change to the Continued ...

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

(b)(6)	15C. DATE SIGNED 3/3/11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	18C. DATE SIGNED 3 March 11
		(b)(6)	

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>requirements of HSCEEC-10-A-00001. Exhibit 2C "Contractor Furnished Uniform Items" is changed as follows:</p> <ol style="list-style-type: none"> 1. Shirts shall be grey with insignia shoulder patch 2. Trousers shall be black 3. Tie shall be black 4. Cap shall be black <p>B. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 06/07/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001		
		10B. DATED (SEE ITEM 13) 09/09/2009		
CODE 7865091090000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-07F-0352K
HSCEEC-10-A-00001

COTR: Teddy England: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

A. Effective 7 June 2011, the COTR for the BPA HSCEEC-10-A-00001 and all calls issued
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. (b)(6)	16C. DATE SIGNED 7 June 11

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>thereunder is Teddy England, who may be reached at (b)(6)</p> <p>B. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 09/13/2011	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6 ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7 ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 7865091090000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
HSCEEC-10-A-00001

COTR: Teddy England: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

A. Bilateral Modification P00010 under BPA HSCEEC-10-A-00001 is issued to note that the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6)	Michael D. Byrne
15B. (b)(6)	15C. DATE SIGNED 9/15/11
15D. (b)(6)	16B. (b)(6)
15E. (b)(6)	16C. DATE SIGNED 15 Sept. 11

NSN
Previous Edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government is entering into Ordering Period Two (the period 1 Oct. 2011 to 30 Sept. 2012). In addition, the mod attaches the applicable CBAs (#2009-3010 Rev. 1 and #2011-4500) for the ordering period.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

REGISTER OF WAGE DETERMINATION 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
Diane Koplewski Director	Division of Wage Determinations	
State: Maryland		Wage Determination No.: CBA-2011-4500 Revision No.: 0 Date Of Last Revision: 9/13/2011
Area: Montgomery		

Employed on Federal Protective Service contract for Security Guard Services.

Collective Bargaining Agreement between contractor: Coastal International Security, and union: Union Rights for Security Officers (URSO), effective 5/1/2011 through 9/30/2014.

In accordance with Section 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
COASTAL INTERNATIONAL SECURITY, INC.
AND
UNION RIGHTS FOR SECURITY OFFICERS
AT
FDA WHITE OAK, MARYLAND SITES

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT ("Agreement") is made and entered as of the 14th Day of May 2011, by and between COASTAL INTERNATIONAL SECURITY, INC., with offices currently located at 8198 Terminal Road, Suite 204, Lorton, VA 22079, hereinafter referred to as the "Employer" or "Company", and the UNION RIGHTS FOR SECURITY OFFICERS (URSO), with offices currently located at 1629 K Street, NW Suite 300, Washington, DC 20006 hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section 1.1 – Bargaining unit description

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining, with respect to all full-time and part-time security guards, as defined in Section 9(b) (3) of the National Labor Relations Act, as amended, assigned by the Employer at White Oak Federal Research Center, 10903 New Hampshire Ave., Silver Spring, MD, and 20400 Century Blvd., Germantown, MD pursuant to the Contract No. HSEEC-10A-00001 with the U.S. Department of Homeland Security, for the provision of security services at said facilities, excluding all office clerical employees, professional employees, Project Managers, Assistant Project Managers, Captains, and all other supervisors as defined by the Act

Section 1.2 – Employee defined

The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1.1, above. The term "full-time employee" shall refer to employees who are regularly scheduled to work at least thirty-two (32) hours per week. The term "part-time employee" shall refer to employees who are regularly scheduled to work at least twenty-four (24) but less than thirty-two (32) hours per week.

Section 1.3 – Bargaining unit work

It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the government for a period of not more than ninety (90) calendar days in any government contract year, except for emergency situations or as otherwise required by the Government. 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 (iii) the supervisor performs unit work requiring specialized skills, qualifications or training not possessed by a unit employee.

Section 1.4 – Part-time supervisors

The Union recognizes the manpower needs of the Company to have employees who may work in a supervisory capacity part-time. These employees will be a part of the bargaining unit if on a regularly scheduled basis the employees are able to work more

hours in a bargaining unit position.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 – Retained rights

The Employer shall retain all rights, powers & authority it had prior to entering into this Agreement including, but not limited to, the unrestricted right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improve methods of operations or equipment; determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner or means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in government facilities and operations including the right to select, hire, promote, demote, layoff, assign and train employees; to subcontract any of its operations, including unit work; to select and determine supervisory employees; to bid or not to bid, or to rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the government and the Employer. The exercise of aforementioned powers and rights, together with the adoption of policies, rules and regulations in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the expressed and specific conditions of the dictates of the Government.

Section 2.2 – Just cause

The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the expresses and specific terms of this Agreement.

ARTICLE 3 - UNION SECURITY and MEMBERSHIP

Section 3.1 – Dues Requirement and Dues Check-off

It is hereby understood and agreed by and between the Company and the Union that:

All security employees subject to this Agreement shall within thirty (30) days from their effective hire date become members or agency fee payers, as a condition of continued employment. Employees meet this requirement within the meaning of this article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees, as defined by the United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988). Upon notice from the Union to the Employer, the

Employer shall give employees who fail to pay such dues or agency fees thirty (30) days notice of termination of employment. If termination occurs as a result of dues/fees delinquency the Union hereby agrees to indemnify and hold harmless the Employer against any and all liability, claims, suits, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the Union or in the failure to operate within the NLRB guidelines including the negligent acts or omission of any direct employees of the Union, unless negligence of the delinquency occurred as a result of the Employer.

Employees shall execute a Check-Off Authorization Card authorizing deductions from each paycheck the amount of Union dues or agency fees. When the card has been executed in a manner suitable to the Union, the Union shall forward an original copy to the designated Company accounting official. Any Check-Off Authorization Card that is incomplete or executed in a manner not suitable to the Company will be returned to the Union for correction. Dues and/or agency fees will not be deducted until such time as a legible, signed and dated Union Check-Off card is received by the Company.

Section 3.2 – Revocation of dues check-off

Any notice of revocation as provided for in the NLRA, as amended, must be in writing, signed by the employee and delivered by registered mail, addressed to the appropriate Company accounting official, with a copy to the Union.

Section 3.3 – Effective date of check-off

Check-Off Authorization Cards and notices received by the Company accounting officials will be effective on the signature date.

Section 3.4 – Payroll deduction of dues

When a Check-Off Authorization Card is received by the appropriate Company accounting official on or before any given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. The Company will remit to the Union a check, in payment of all dues, agency fees and/or late fees due, not later than the 5th day of the month following the month in which such dues and/or agency fees are collected. The Company remittances of Union membership dues and/or agency fees to the Union will be accompanied by a list of names of the employees for whom deductions have been made in that particular period and individual amounts deducted.

Section 3.5 – Revocation upon separation

An employee who has executed a Check-Off Authorization Card and who resigns, or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or reemployed, further deductions of Union dues or agency fees will be made only upon execution and receipt of a new Check-Off Authorization Card.

Section 3.6 – Final paycheck

Deduction of Union dues and/or agency fees shall be made in full provided if there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect union dues, agency fees and/or late fees shall not extend beyond the pay period in which the employee's last day of work occurs.

ARTICLE 4 – SENIORITY

Section 4.1 – Seniority defined

Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit (for the Employer or for a predecessor federal contractor). No other variations or definitions of seniority shall be acceptable. Seniority shall be applicable in determining the order of layoff and recall and other situations as provided for in this Agreement. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security number, the most senior being the employee with the lowest number.

Section 4.2 – Probationary period

Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, layoff, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Section 4.3 – Seniority lists

Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to Union representatives and Officers by request. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Supervisor not later than thirty (30) calendar days after the most current list has been posted. Separate Seniority Lists shall be kept for the White Oak FRC and Germantown location for purposes of scheduling and overtime. The Employer agrees to implement the seniority dates included on the Knight Protective Services listing previously provided to the Project Manager by the Union. An employee who believes that the prior contractor furnished Coastal with an incorrect seniority date may have his or her seniority date corrected by providing the Project Manager with documentary evidence (i.e. paystub, hiring letter, W-2 form, etc.) generated by the prior contractor showing the correct seniority date.

Section 4.4 – Termination of seniority

The seniority of an employee shall be lost for any of the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged under the terms of this Agreement, with just cause;

- (c) The employee fails, within five (5) working days after receipt of the employee's notice of recall, to report to work as required by the notice, without reasonable justification;
- (d) A settlement with an employee has been made for total disability or for any other reason, if the settlement waives further employment rights with the Employer;
- (e) The employee is laid off for a continuous period of one (1) year;
- (f) The employee is absent from work for three (3) consecutive work days without calling the Employer and providing a reason for the absence.

Section 4.5 – Transfers to/from management

A unit member who has accepted a position in supervision or management will have his/her seniority date suspended from the date the unit member accepted the position. Should the unit member change, or have changed their status in supervision or management and revert to a unit member, his/her seniority shall remain unchanged and unaffected 3 years from the date of the job status change.

Section 4.6 – Transfers from other bargaining units

Employees working at facilities other than those covered by HSCEEC-10-A-00001 shall be treated as newly hired on the date of transfer only for purposes of scheduling.

ARTICLE 5 - TRANSFERS, LAYOFF AND RECALL

Section 5.1 – Order of layoff

Whenever it is necessary to lay off employees, or in the event the contract for providing security services is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

When full-time positions are being reduced:

- (a) Probationary full-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the full-time work force, the non-probationary employees shall then be laid off in the inverse order of their seniority.

When part-time positions are being reduced:

- (a) Probationary part-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the work force of regular part-time employees, the non-probationary part-time employees will be laid off in the inverse order of their seniority.

Section 5.2 – Reduction to part-time

Full-time employees shall have the option of accepting a part-time position in lieu of a layoff. If there are no part-time positions available, then part-time employees shall be laid off in the inverse order of their seniority.

Section 5.3 – Fringe benefits during layoff

Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 5.4 – Transfer in lieu of layoff

Should a unit employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

Section 5.5 – Order of recall

Employees who have been laid-off as a result of being displaced in accordance with this article will be recalled to work in the reverse order in which they were laid off or transferred.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 – Definitions

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term "days" as used in this Article shall include Saturdays, Sundays and holidays. However, when a time frame set forth in this Agreement expires on such a day, the time frame shall be extended until the next day which is not a Saturday, Sunday or holiday.

Section 6.2 – Timeliness

The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 6.3 – Procedure

Grievances shall be presented and processed in accordance with the following procedure.

(a) Step One - Any non-probationary employee having a grievance or a non-probationary employee designated by a group of non-probationary employees having a grievance shall reduce the grievance to writing and present the grievance to his or her Shift Supervisor within fifteen (15) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance and the adjustment sought if known. The Shift Supervisor of the aggrieved employee shall countersign the grievance thereby acknowledging receipt of the grievance. The aggrieved employee, a Union representative (if requested by the grievant)

and the aggrieved employee's Shift Supervisor shall meet to discuss the grievance. The Shift Supervisor shall give a written decision to the aggrieved employee and to the Union after the meeting and within ten (10) days after receipt of the grievance.

(b) Step Two - If the grievance is not resolved at Step One, the aggrieved employee may refer the grievance to the Union and to the Contract Manager within ten (10) days after the completion of Step One. The Contract Manager (or his/her designee) will meet with the aggrieved employee, the Union representative, and the aggrieved employee's supervisor to discuss the grievance. The Contract Manager shall give a written decision to the aggrieved employee and to the Union after the meeting and within ten (10) days after receipt of the grievance.

(c) Step Three - If the grievance is not resolved at Step Two, the aggrieved employee and/or the Union may refer the grievance to the Employer's Human Resource Manager (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) who will meet with the grievant and a Union representative and the aggrieved employee's supervisor to discuss the grievance. The Employer's Human Resource Manager (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) shall give a written decision to the aggrieved employee and to the Union after the meeting and within fifteen (15) days after receipt of the grievance.

(d) Step Four - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by submitting a written notification to the other party within thirty (30) days after the completion of Step Three. Service of a notification for arbitration upon the Employer must be made upon the Project Manager.

(e) No individual aggrieved employee may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the aggrieved employee, may move a grievance to Step Four.

(f) In the event of notification of arbitration of the grievance, either party may within fifteen (15) days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the Employer shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The winner of a coin toss shall strike the first name. The arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service.

(g) At the time of the arbitration hearing, both parties shall have the right to examine and cross-examine witnesses. A court reporter shall produce a written record upon request of either or both parties. If only one party requests a court reporter, then that party shall bear the full cost. If both parties request a court reporter, then the cost will be shared equally.

(h) The parties shall share the arbitrator's fee and the arbitrator's expenses equally. In all cases, the parties shall equally share the cost of any hearing room. The party calling such witness shall pay the expenses and compensation of any witness. Any other expenses shall be borne by the party incurring such expenses.

(i) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) interpret or apply the Service Contract Act.

(j) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer.

Section 6.4 – Suspension and termination grievances

Where suspension or termination is the proposed disciplinary action, the grievance procedure will start at Step Two.

Section 6.5 – Class action grievances

The Union shall have the right to file a grievance or grievances involving a class of one or more non-probationary employees at Step Two of the grievance procedure within fifteen (15) days of the latter of (i) the event giving rise to the grievance; or (ii) the date on which the Union knew, or with the exercise of reasonable care, should have known, of the facts giving rise to the grievance.

Section 6.6 – Information exchange

Each party shall be entitled to copies of any and all documents and video within the possession or control of the other party relevant to a discipline, grievance or arbitration which it may legally release, such to be produced no later than fifteen (15) days before the arbitration. This provision does not serve to limit in any way duties to furnish information under the National Labor Relations Act.

Section 6.7 – Steward pay

Union representatives shall be relieved of their posts to attend the meetings described in Section 6.3. They shall be paid for time spent meeting with management, when those meetings take place during the steward's work hours.

ARTICLE 7 – DISCIPLINE

Section 7.1 – Discipline in general

No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the Contract by the government, the employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government, or the employee no longer satisfies the government

qualifications for his or her position, the employer will notify the Union in writing of such circumstance and provide supporting documentation in the Employer's possession, if any, and the employee may be terminated pursuant to the procedures under this Agreement and the employee/Union does not waive any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, upon request of the Union, a copy of any written supporting documentation from the Government shall be provided to the Union, if available to the Employer. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Employer within fifteen (15) days of the dismissal (in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in Article 6. The initial Personnel Act Report ("PAR") shall be provided to the employee within six (6) business days of the Project Manager learning of a Violation. The time limits specified may, however, be extended by written agreement between the Union and the Company.

Section 7.2 – Discipline described

Progressive disciplinary action shall be administered in the following manner:

(a) **Minor Offense** (For example, but not limited to: reading, eating or drinking on post, using personal radios, televisions, computers or mobile telephones or other personal electronic devices while on duty, violation of grooming standards, allowing personal visitors or relatives on Government property while on duty, visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building, breach of the chain of command, except to the extent necessary to comply with the orders or accommodating the needs of the Government and/or its tenants or otherwise in accordance with the policies of the Employer, failure to complete required paperwork, or similar infractions)

- i. With respect to a first offense, the employee may be given a verbal warning.
- ii. With respect to a second offense, the employee may be given a written counseling.
- iii. With respect to a third offense, the employee may be suspended without pay for a period of up to 1-3 days off the schedule.
- iv. With respect to a fourth offense, the employee may be suspended without pay for a period of up to 5-10 days off the schedule.
- v. With respect to a fifth offense, the employee may be suspended without pay or terminated according to the nature and severity of the offense.

(b) **Unexcused Lateness** (Failure to timely report within fifteen (15) minutes of the start time of a shift, including start of guard mount, to an assigned duty post at the start of a shift or return from any break or lunch without providing proper notice to the Shift Supervisor)

- i. With respect to a first offense, the employee may be given a verbal warning.
- ii. With respect to a second offense, the employee may be given a written counseling.
- iii. With respect to a third offense, the employee may be given a written reprimand.
- iv. With respect to a fourth offense, the employee may be suspended without pay for a period of up to 1-3 days off the schedule.

- v. With respect to a fifth offense, the employee may be suspended without pay for a period of up to 5 days off the schedule.
- vii. With respect to a sixth offense, the employee may be terminated.

(c) Unexcused Absence (Failure to Call Off with Less than Four (4) Hours Notice)

- i. With respect to a first offense, the employee may be given a verbal warning.
- ii. With respect to a second offense, the employee may be given a written reprimand.
- iii. With respect to a third offense, the employee may be suspended without pay for a period of up to 1-3 days off the schedule.
- iv. With respect to a fourth offense, the employee may be suspended without pay for a period of up to 5-10 days off the schedule.
- v. With respect to a fifth offense, the employee may be terminated.

(d) Immediate Discharge (Offense not covered by the foregoing, including without limitation, the following offenses, may subject an employee to immediate discharge):

- i. Neglect of duty;
- ii. Breach of security;
- iii. Dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
- iv. Fighting on post or Government premises,
- v. Breach of Employer, DHS/GSA building rules, regulations, post orders or memoranda;
- vi. Sleeping while on duty;
- vii. Willful destruction of property,
- viii. Criminal misconduct;
- ix. The employee is insubordinate (defined as failing to follow the direct written or verbal order of a supervisor or manager) in connection with employment;
- x. Unless otherwise stated in this Agreement, a serious or repeated violation of any other requirements or policies of the Employer or the Government;
- xi. Improper use of a firearm or possession of a firearm not issued or authorized by the Employer;
- xii. Any conduct which causes the Government to issue a monetary penalty or deduction against the Employer;
- xiii. Engaging in sexual harassment or unlawful conduct.
- xiv. Unauthorized entry into any unauthorized location in any Government buildings;
- xv. Failure to maintain weapons safety or weapon readiness,
- xvi. Disassembly of a weapon including failure to properly load; maintain a loaded weapon or failure to properly unload a weapon
- xvii. Failure to obtain or maintain a weapons certification/qualification;
- xviii. The employee is absent from work for a period of 72 hours without advising the Employer;
- xix. The employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice without reasonable justification;
- xx. The employee has knowingly falsified or misrepresented information on his/her application for employment or any other work-related documentation including without limitation medical information provided to the Employer or the Government;

xxi. The employee is convicted of a criminal offense.

Section 7.3 – Non-disciplinary discharge

Employees may be subject to discharge for the following non-disciplinary reasons:

- (a) The employee fails to satisfy the training requirements and/or medical standard requirements of the Employer or the Government to continue to work under this contract as a security guard; or
- (b) The employee's credentials or qualifications to work under the Government Contract are revoked, suspended or terminated by the Government or its representative, or the Government requires the removal of the employee from working under the contract or the Government determines that it is not in its best interests for the employee to continue working on the worksite.

Section 7.4 – Union representation during discipline

Any meeting between the Employer and an employee that may result in a disciplinary action or other termination being given to the employee shall be administered in the presence of a Union representative or authorized steward.

Section 7.5 – Disciplinary history

All disciplinary action that exceeds 12 months shall not be used or considered in the disciplinary decision-making purposes of future disciplines received, except for final written warnings.

ARTICLE 8 - JOB OPPORTUNITIES

Section 8.1 – Filling vacancies

If a vacancy occurs in a regular position covered by this Agreement or if a new position is created, the Employer will post the open position for a period of fifteen (15) days. The Employer will fill the position by a bidding system based on the seniority of the applicant for the position. Once the vacant position is filled and creates a second vacancy, the same procedure will be followed. After the second vacancy is filled, the Employer may assign subsequent vacancies created as it sees fit.

Section 8.2 – Temporary assignments

In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until such position is filled according to this Article. That position must be during the same shift.

**ARTICLE 9 - HOURS OF WORK, OVERTIME and PAYROLL
DISCREPANCIES**

Section 9.1 – Scheduling in general

Shifts shall be scheduled in the discretion of the Employer to fulfill the needs of the government. Nothing contained herein shall guarantee to any employee (i) any particular

post assignment; or (ii) any number of hours of work per day or week, but the Employer will attempt to maintain as many full-time hours as possible. Supervisors shall post the schedule two weeks in advance.

Section 9.2 – Overtime

An overtime rate of one and one-half (1 1/2) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a week.

Section 9.3 – Holdover

If the Employer has less than twenty-four (24) hours advance notice that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved, not to exceed twelve (12) hours in any twenty-four (24) hour period except for emergencies. The Employer shall use reasonable efforts to allow employees with child care obligations to be relieved as soon as possible and shall allow such employees an opportunity to make necessary child care arrangements. Failure to accept assignments or remain on post when not reasonably excused by a supervisor shall be grounds for discipline up to and including immediate termination. The employer shall inform the detained employee of the overtime situation at least four (4) hours before the employee is scheduled to be relieved/off duty.

Section 9.4 – Overtime sign-up

If the employer has advance notice of twenty-four (24) hours or more that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, such overtime will be offered to each fulltime employee based upon seniority and then to each part-time employee based upon seniority. In order to accomplish the foregoing, on a monthly basis, the employer shall post a sign-up sheet for full-time employees and a separate sign-up sheet for part-time employees desiring to work overtime during the month.

Section 9.5 – Guardmount

Officers shall receive fifteen (15) minutes of guard mount pay for reporting to work fifteen (15) minutes before their shift begins to receive equipment and for travel time to their assigned post and fifteen (15) minutes of gear down pay will also be received for returning equipment and travel time from their assigned posts.

Section 9.6 – Call-in pay

An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work either on his regularly scheduled work day or when called in on a day outside his regular work schedule, the employee shall receive a minimum of two (2) hours pay for such occurrence.

Section 9.7 – Payroll discrepancies

In regards to payroll discrepancies, the Employer shall rectify and pay all pay discrepancies amounting to eight (8) or more hours pay within seventy-two (72) hours after the discrepancy (with all supporting documentation) has been submitted to the payroll department.

ARTICLE 10 – WAGES

Section 10.1 Effective October 1, 2011 the bargaining unit employees shall receive a pay increase of \$0.55 increasing the base wages to \$24.75/hr.

Section 10.2 Effective Oct 1, 2012, the bargaining unit employees shall receive a pay increase of \$1.00 increasing the base wages to \$25.75/hr.

Section 10.3 Effective Oct 1, 2013, bargaining unit employees shall receive a pay increase of \$1.00 increasing the base wages to \$26.75/hr.

In summary:

Current:	\$24.20
Effective October 1, 2011:	\$24.75
Effective October 1, 2012:	\$25.75
Effective October 1, 2013:	\$26.75

ARTICLE 11 – HOLIDAYS

Section 11.1 – Holidays defined

Employees are entitled to the following eleven (11) paid holidays:

New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Section 11.2 – Holiday worked

Employees who are required to work on a holiday shall be paid his/her regular wages as well as holiday pay. Holiday pay shall be an employee’s base hourly straight time wage rate, exclusive of any overtime or benefit allowance payments.

Section 11.3 – Holiday not worked

Employees who are not required to work on a holiday shall be paid holiday pay. To the extent permitted by applicable law, a bargaining unit employee will be paid holiday pay for a day on which he/she does not work only if the employee works as scheduled or

assigned on his/her last scheduled work day prior to or his/her first scheduled work day after the day on which the holiday is observed, and the employee is not laid off or on a leave of absence. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 11.4 – Building closures

Any holiday declared by Presidential Proclamation including inclement weather closings, that specifically includes contractors and the services they provide will be observed as instituted and the employees shall be paid if the government compensates the Employer for the closure.

ARTICLE 12- VACATIONS

Section 12.1 – Vacation accrual rates

Employees shall be entitled to annual vacation pay, based on their continuous years of service in federal contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of one (1) year service:	80 hours
Upon completion of five (5) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours

Section 12.2 – Vacation scheduling

An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least two weeks prior to the requested vacation time off. The Shift Supervisor (or other appropriate company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer consistent with the seniority of employees requesting vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure the orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 12.3 – Annual cash-out

Vacation time shall not be cumulative from one year to the next. Vacation time shall be paid out to the employee within thirty (30) days following the employee's anniversary date.

Section 12.4 – Effect of leave of absence

Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

ARTICLE 13 - HEALTH AND WELFARE ALLOWANCE

Section 13.1 – H&W in general

Employees must elect in writing one (1) of the following: (i) participation in the Employer's health insurance plan or (ii) receipt in cash of the Health and Welfare Allowance payments described in this Article, less applicable Withholding. If and when the Union establishes a Health Plan/Fund during the term of this Agreement or in the event that the Health Care and Education Reconciliation Act of 2010 necessitates, the parties shall re-open negotiations with respect only to this Article within thirty (30) days notice.

Section 13.2 – H&W payments

The Employer shall make Health and Welfare Allowance payments consistent with the election of the employee. If an employee fails to make an election, the employee shall be deemed to have elected Option ii, (receipt in cash added to their paycheck). No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken. Completed authorization forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or when an election is changed during Open Enrollment, whichever first occurs.

Section 13.3 – H&W rate

The Health and Welfare allowance is \$4.10 per hour up to forty (40) hours per week worked and will remain at this amount for the life of this agreement.

ARTICLE 14 - RETIREMENT

All eligible employees may participate in the Company's 401(k) Plan.

ARTICLE 15 - UNIFORM EXCHANGE/UNIFORM ALLOWANCE

Section 15.1 – Uniforms in general

The Company will furnish to employees all uniform and equipment as required by the Company's contract with the Government, or as deemed necessary by the Company, at low cost to the employee.

Section 15.2 – Maintenance

Employees shall maintain such uniforms and equipment in accordance with Company standards.

Section 15.3 – Alterations

All costs for alterations required to properly fit the uniform, or attach patches, etc. that are not attached to the uniform by the manufacturer, will be reimbursed by the Company

in a timely fashion. In order to receive reimbursement employees must submit all original receipts and complete an expense report for such alterations in a timely fashion.

Section 15.4 – Termination of employment

Upon termination of employment, the issued clothing and equipment shall be returned to the Company. The deduction for such missing, un-cleaned, or damaged items may be subtracted from the initial uniform fee of the employee's final paycheck.

Section 15.5 – Rate

A uniform maintenance allowance of \$0.67 per day worked will be paid to each employee. This allowance will include days worked on weekends and holidays.

ARTICLE 16 - SICK LEAVE and PERSONAL TIME OFF

Section 16.1 – Allowance

Employees shall receive six days (48 hours) of paid sick leave/personal time off per full calendar year.

Section 16.2 – Approval required

Sick leave and/or personal leave time off must be approved by the employee's immediate supervisor and shall be taken from the employee's total sick/personal leave balance in increments of four (4), eight (8) and twelve (12) hours if it is available for use. Sick leave and/or personal leave shall be regarded as an excused absence. If an employee is absent for an entire scheduled shift, the absence will be paid from accrued, available leave. If an employee is absent for part of a scheduled shift, the employee will be paid only for the portion of the shift actually worked.

Section 16.3 – Minimum notice required

Any employee who is unable to report to work because of sickness shall notify the Employer at least four (4) hours prior to the beginning of his/her regular shift.

Section 16.4 – Sick/Personal leave in general

Sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid no later than on the payroll immediately following the sick leave being used. Unused sick leave shall be paid to the employee at his/her base wage hourly rate of the earned amount within forty-five (45) days after the end of the calendar year. Unused, accrued sick leave shall be cashed out on an annual basis.

Section 16.5 – Doctor's note

A note from a doctor shall not be required for sick leave of less than two (2) consecutive days unless all of the sick/personal leave has been used.

Section 16.6 – Personal time off

Personal Time Off will be used as such. Employees will be required to request PTO seven (7) days in advance of the actual days used.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 – Limitation

Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority. The status of a personal leave of absence request shall be given to the requesting employee within 72 hours.

Section 17.2 – Union leave

Union representatives shall be entitled to unpaid leaves of absence for up to 5 days per calendar year to attend to Union business, including but not limited to, conventions, conferences, workshops, seminars.

Section 17.3 – FMLA leave

The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein. The Company agrees to make a reasonable effort to accommodate an Employee's need for extended medical leave, even if the site does not qualify for FMLA under the provisions of the law. Such leaves will not exceed 30 days, unless required by law.

During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.

If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the program and from employment with the Employer.

Employees must use all paid personal leave while on approved FMLA leave.

Section 17.4 – Military leave

An Employee of the Company who is activated, drafted, or voluntarily enters service into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

Section 17.4 – Procedure

(a) A leave of absence not otherwise covered by a governing statute or federal law and/or regulation shall be processed in the following manner:

Any request for a leave of absence shall be submitted in writing at least seven (7) calendar days prior to the date such leave shall take effect except in case of emergency, and shall be accompanied by a valid leave request form signed and authorized by the employee.

(b) The written request for a leave of absence shall be submitted to the Project Manager for final disposition.

Section 17.5 – Leave of absence in general

All leaves of absence shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

(a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement.

(b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.

(c) Such leaves shall be without payroll compensation unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employee.

(d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA.

ARTICLE 18 - BEREAVEMENT LEAVE AND JURY DUTY

Section 18.1 – Bereavement leave

Bargaining unit employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a **parent, step parent, foster parent, spouse, child, sibling, grandparent or grandchild**. Unpaid leave of up to three (3) days shall be given for purposes of attending the funeral of a **father-in-law or mother-in-law**. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section.

Section 18.2 – Jury duty

Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury as soon as notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section, less all amounts received by the employee from any court or government agency to serve on a jury.

ARTICLE 19 – TRAINING

All new employees are paid for initial training. All incumbents employees will receive pay for trainings and/or annual recertification training at their normal rate of pay. All scheduled, new, re-certification training and/or work shifts or any combination thereof shall not exceed twelve (12) hours on any given day.

ARTICLE 20 – STRIKES AND LOCKOUTS

Section 20.1 – No strike

So long as this Agreement is in effect, the Union will not cause nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take reasonable steps to avert or bring such activity to a prompt termination.

Section 20.2 – Violation of no-strike provision

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

Section 20.3 – No lockout

So long as this Agreement is in effect, the Employer will not lockout bargaining unit employees.

ARTICLE 21 - GOVERNMENT SUPREMACY

The Company and its employees are providing a service to the United States Government, which bears responsibility and authority for providing security to federal facilities. Therefore, employees agree to comply with any verbal or written non-disciplinary directive issued by the government. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the government's rights under the contract between the government and the Company. Government directives and any claimed violation of this Agreement which results from those directives, are not subject to the grievance or arbitration procedure. Verbal directives will be documented in accordance with company policy.

ARTICLE 22 – BREAKS

Section 22.1 – Shifts of less than 8 hours

Employees who work less than 8 hours will receive two (2) fifteen (15) minute breaks, one paid and one unpaid.

Section 22.2 – Shifts of 8 hours

Employees who work 8 hours will receive two (2) thirty (30) minute breaks, one paid and one unpaid.

Section 22.3 – Shifts of 12 hours

Employees who work 12 hours will receive two (2) thirty 30 minute breaks, one paid and one unpaid and an additional fifteen (15) minute paid break.

Section 22.4 – Shifts of greater than 12 hours

In case of emergency where employees are required to work more than 12 hours, the employees will receive a fifteen (15) minute paid break for each four (4) hours worked that exceeds twelve (12) hours, if the emergency is non-life threatening and presents opportunity.

Section 22.5 – Breakroom

The Employer shall provide at least one location at a job site for the employees to take their breaks.

Section 22.6 – Restroom breaks

Restroom breaks will be provided as needed contingent upon available personnel.

ARTICLE 23- GENERAL PROVISIONS

Section 23.1 – Non-discrimination

The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap, or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer shall be processed starting at Step Two of the Grievance Procedure.

Section 23.2 – Medical examinations

The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. Physical/medical/psychological exams may be required by operation of the government Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. This provision shall not be understood or applied to deny an employee any rights under the Americans with Disabilities Act or FMLA or those statutes' implementing regulations.

Section 23.3 – Travel expenses

The Employer shall reimburse employees for all required and approved travel expenses.

Section 23.4 – Telephones

Employees shall limit the use of Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call appears to be an emergency, the employee will be notified immediately.

Section 23.5 – Bulletin board

The Employer shall provide bulletin board space for postings related to Union business.

Section 23.6 – Contact information

Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer. The Employer shall provide the Union with an updated list of bargaining unit employees and all post office addresses annually.

Section 23.7 – Invalidation of a provision

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 24 – WEAPONS QUALIFICATION

When an officer is scheduled for annual or semi-annual firearms re-qualification, officers are afforded two opportunities to pass the course of fire at the Employer's expense. Officers failing to pass may attempt to re-qualify. These re-qualification attempts will be at the Employee's expense. If the employee fails to re-qualify in a 30 day period then the employee shall have voluntarily resigned. Employees may qualify/re-qualify with an instructor outside the employer, if they so choose. No employee shall be returned to the scheduling roster without valid proof (i.e. FPS weapons qualification report, score sheet, exhibit 8) of a qualifying score.

ARTICLE 25 – SUCCESSORS

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

ARTICLE 26 – ENTIRE AGREEMENT

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

It is the intent of the parties to resolve all outstanding matters between them by entering into this Collective Bargaining Agreement. Therefore, the parties agree this Agreement resolves all outstanding disputes, grievances and claims between them as of the date of this Agreement.

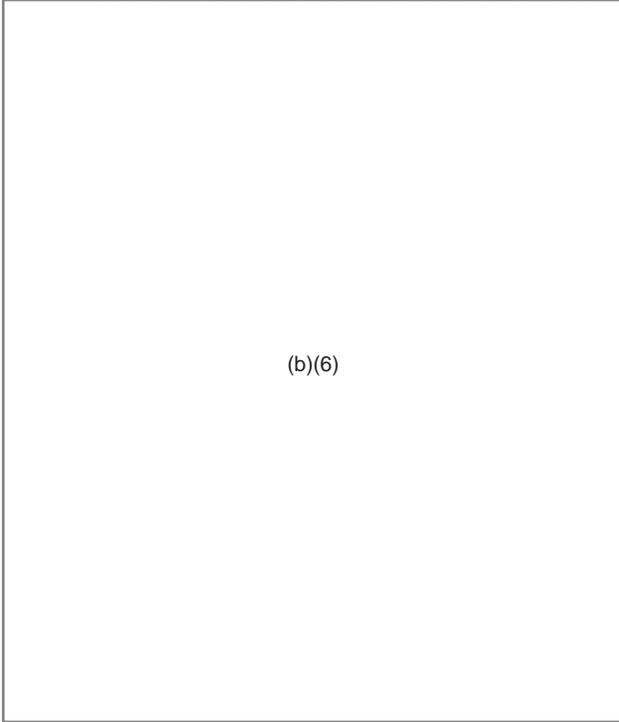
This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement. This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE 27 – EFFECTIVE DATES

This Agreement shall be effective as of May 19, 2011 and shall remain in full force and effect through September 30, 2014. Notwithstanding the foregoing, this Agreement shall not become effective unless it is ratified by the membership of the Union pursuant to the procedure set forth in its Constitution and Bylaws, and subsequently signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

Union Rights for Security Officers (URSO)



5/19/2011
Date

5/19/2011
Date

5/19/11
Date

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Division of Director Wage Determinations	Wage Determination No.: CBA-2009-3010 Revision No.: 1 Date Of Last Revision: 10/14/2010
State: District of Columbia	
Area: Statewide	

Employed on Federal Protective Services, ICE, DHS contract for Armed security guard services at 10903 New Hampshire Ave (White Oak Federal research Center), Silver Spring, MD; 20400 Century Blvd., Germantown, MD; Capitol Place, 555 New Jersey Ave. NW, Wash., D.C.; Waterfront Center, 800 9th St. SW, Wash., D. C.; Portals I Bldg., 1250-1280 Maryland Ave. SW, Wash., D. C.; Reporters Bldg., 300 7th St. SW, Wash., D. C.; 1990 K St. NW, Wash., D. C.; and 1800 M St. NW (South Tower), Wash., D. C..

Collective Bargaining Agreement between contractor: Coastal International Security, and union: United Union of Security Guards, effective 6/18/2010 through 6/22/2013.

In accordance with Section 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

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered as of the 18th day of June, 2010, by and between COASTAL INTERNATIONAL SECURITY, INC., with offices currently located at 8198 Terminal Road, Suite 204, Lorton, VA 22079, hereinafter referred to as the "Employer" or "Company", and the UNITED UNION OF SECURITY GUARDS, with offices currently located at 2701 West Patapsco Avenue, Suite 107, Baltimore, Maryland 21230, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining, with respect to all full-time and regular part-time security guards, as defined in Section 9(b) (3) of the National Labor Relations Act, as amended, assigned by the Employer as Capitol Place, 555 New Jersey Ave. NW, Washington, DC; Waterfront Center, 800 9th Street SW, Washington, DC; Portals I Building, 1250 – 1280 Maryland Ave. SW, Washington, DC; Reporters Building, 300 7th Street SW, Washington, DC; 1990 K Street NW, Washington, DC; 1800 M Street NW (South Tower), Washington, DC and White Oak Federal Research Center, 10903 New Hampshire Ave., Silver Spring, MD, and 20400 Century Blvd., Germantown, MD pursuant to the Contract No. HSCEEC-10-A-00001 with the U.S. Department of Homeland Security, for the provision of security services at said facilities, but excluding all office clerical employees, professional employees, project managers, assistant project managers, captains, lieutenants, and all other supervisory employees of the Employer.

Section 2 The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1.1, above. The term "full-time employee" shall refer to employees who are regularly scheduled to work at least thirty-two (32)

hours per regular workweek. The term "part-time employee" shall refer to employees who are regularly scheduled to work less than thirty-two (32) hours per week.

Section 3 It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the government for a period of not more than ninety (90) calendar days in any government contract year, except for emergency situations or as otherwise required by the Government. 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 (iii) the supervisor performs unit work requiring specialized skills, qualifications or training.

Section 4 The Union recognizes the manpower needs of the Company to have officers who may work in a supervisory capacity part-time. These officers will be a part of the bargaining unit if on a regularly scheduled basis the officers are able to work more hours in a bargaining unit position. Any supervisors working in a non-supervisory position are to remove all supervisory rank insignia and will not act in a supervisory role.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1 The Employer shall retain all rights, powers & authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improve methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or

shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in government facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not to bid, or to rebid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the government and the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of the Agreement and the dictates of the Government.

Section 2 The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause subject only to the express and specific terms of this Agreement.

ARTICLE 3 – UNION SECURITY

Section 1 The Union agrees that it will accept into membership any employee who desires and is eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

Section 2 Subject to the provisions of Section 3.4 below, all present bargaining unit employees of the Employers who are members in good standing of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of their continued employment throughout the duration of this Agreement. Further subject to the provisions of Section 3.4 below, all present bargaining unit employees of the Employer who are not members in good standing of the Union and all bargaining unit employees hired hereafter shall become and remain members in good standing of the Union as a condition of employment no later than the day following the day on which the bargaining unit employee completes his/her probationary period as provided in this Agreement.

Section 3 Any bargaining unit employee who has failed to become a member of the Union, or being or having become a member, fails to remain a member in good standing, in accordance with this Section, shall be terminated from employment by the Employer effective seven (7) business days after the Employer has received from the President of the Union written notice certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had at least thirty (30) days advance written notice and an opportunity to make all dues or initiation fee payments as required by law and the Bylaws of the Union and that, subsequent to such notice and the period for payment, the employee remains delinquent. The Employer shall not be found in violation of this Article if (i) the Employer has reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, (ii) the Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union; or (iii)

the Employer has reasonable grounds for believing that the employee was not provided with the thirty (30) days advance written notice to make the delinquent payments, and (iv) the Employer, within seven (7) business days after receipt of the Union's notice of delinquency, notifies the Union in writing that it declines to terminate the employee for one of the grounds specified in (i) through (iii) above, identifying the specific ground and stating the basis for the Employer's belief that such ground is applicable.

Section 4 No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

Section 5 Subject to the provision in this Article and all applicable state and federal laws, and during the term of this Agreement, the Employer shall deduct from the pay of all bargaining unit employees covered by this Agreement the dues, initiation fees and/or assessments uniformly levied by the Union in accordance with its Constitution and Bylaws (or, where Section 19.4 is applicable, the agency fees due to the Union). Deductions shall be made from each payroll check, and shall be remitted by the Employer to the Union in a single lump sum prior to the end of the calendar month following the end of the calendar month in which such deductions are made. Said deductions shall be provided for active bargaining unit employees pursuant to their submission of dues deduction authorizations for so long as their authorizations remain in effect. The Employer shall notify the Union of the names and addresses of new hires. The Union shall be responsible for providing all new hires with blank dues deduction forms and submitting the dues deduction forms to the Employer's business office. The Employer shall volunteer no opinion as to whether or not the bargaining unit employee should sign the form and, if asked by the employee, the Employer will remain strictly

neutral, neither recommending that the employee sign the form. Completed forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or until revoked as provided in Section 3.6 below, whichever first occurs. The Employer shall only be obligated to deduct initial fees if the President of the Union notifies the Employer in writing of the amount of the initiation fees. The notice must be mailed or faxed to the Employer's business office. The notice shall continue in effect until superseded by a subsequent written notice from the President of the Union.

Section 6 Such deduction authorization shall be revocable upon the earlier of (i) the termination of employment by an employee, or (ii) by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of this Agreement or any successor agreement. To be effective, any revocation shall be in writing, signed by the employee, sent to the Employer by certified mail and received by the Employer not earlier than fifteen (15) days before, nor later than fifteen (15) days after, the anniversary date or expiration date as of which the authorization is being revoked. The Employer will promptly inform the Union of the receipt of any notice of revocation and the date on which such notice as received by the Employer.

Section 7 The Employer agrees to send the Union each month, the names, addresses, telephone numbers and dates of hire of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or who have been transferred to non-bargaining unit positions. The Employer shall send the Union a

complete list of employees covered by this Agreement, showing the names, addresses and telephone numbers of the employees upon request.

Section 8 The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.

Section 9 If any provision of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in effect to the extent reasonably practicable and the affected provision shall be modified to comply with the requirements of the applicable state law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE 4 – SENIORITY

Section 1 Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit (for the Employer or as a predecessor federal contractor). Seniority shall be applicable in determining the order of layoff and recall and other situations as provided for in this Agreement. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security number, the most senior being the employee with the lowest number.

Section 2 Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

Section 3 Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to Union Stewards and Officers by request. An employee's standing on the posted seniority list will be final unless protested in writing to his or her Supervisor not later than thirty (30) calendar days after the most current list has been posted. Separate Seniority Lists shall be kept for the DC locations, White Oak FRC and Germantown location.

Section 4 The seniority of an employee shall be lost for any of the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged under the terms of this Agreement, with just cause;
- (c) The employee fails, within five (5) working days after receipt of the employee's notice of recall, to report to work as required by the notice, with just cause;
- (d) A settlement with an employee has been made for total disability or for any other reason if the settlement waives further employment rights with the Employer;
- (e) The employee is laid off for a continuous period of one (1) year;
- (f) The employee is absent from work for three (3) consecutive work days without properly notifying the Employer of the reason for the absence.

Section 5 A unit member who has accepted a position in supervision or management will have his/her seniority date suspended from the date the unit member accepted the position. Should the unit member change, or have changed, their status in supervision or management revert to a unit member, his/her seniority shall resume from the date of the job status change.

ARTICLE 5 – TRANSFERS, LAYOFF AND RECALL

Section 1 Whenever it is necessary to layoff employees, or in the event the contract for providing security services is terminated, not extended or not renewed, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

Section 2 Full-time employees – When full-time positions are being reduced:

- (a) Probationary full-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the full-time work force, the non-probationary employees shall then be laid off in the inverse order of their seniority.

Section 3 Regular part-time employees – When regular part-time positions are being reduced:

- (a) Probationary part-time employees shall be laid off first;
- (b) Should it be necessary to further reduce the work force of regular part-time employees, the non-probationary part-time employees will be laid off in the inverse order of their seniority.

Section 4 Laid-off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 5 Employees who have been laid-off as a result of being displaced in accordance with this article will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she is transferred.

Section 6 In order to meet emergency or crises situations, or meet additional government dictates or demands, the Employer reserves the right to temporarily schedule employees between all worksites.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1 For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term “days” as used in this Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

Section 2 The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union; whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3 Grievances shall be presented and processed in accordance with the following procedure. Where suspension or termination is the proposed disciplinary action the grievance procedure will start at Step Two. The Employee and the Union will have the right to request a disciplinary hearing at Step Two.

- (a) Step One – Any non-probationary employee having a grievance or a non-probationary employee designated by a group of non-probationary employees having a grievance shall reduce the grievance to writing and present the grievance to his or her Shift Supervisor within five (5) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance and the adjustment sought if known. The Shift Supervisor of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union representative (if requested by the grievant) and the grievant's Shift Supervisor (or his/her designee) shall meet to discuss the grievance. The Shift Supervisor shall give a written decision to the grievant and to the Union within ten (10) days after receipt of the grievance.
- (b) Step Two -- If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Contract Manager within ten (10) days after the completion of Step One. The Contract Manager (or his/her designee) will meet with the grievant, the Union representative, and the charging supervisor to discuss the grievance. The Contract Manager shall give a written decision to the

grievant and to the Union within ten (10) days after receipt of the grievance.

- (c) Step Three – If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Union and to the Employer's President (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) will meet with the grievant and a Union representative, upon request by the Union, and the charging supervisor to discuss the grievance. The Employer's Human Resource Manager (or his/her designee who shall not have previously considered the grievance at Step One or Step Two) shall give a written decision to the grievant and to the Union within fifteen (15) days after receipt of the grievance.
- (d) Step Four – Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request therefore to the other party within ten (10) days after the completion of Step Three. Service of a request for arbitration upon the Employer must be made upon the Project Manager.
- (e) No individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.
- (f) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Government Contract, or the

Employer's adherence to a request of the Government shall be processed to Step Four since such matters are not arbitrable.

- (g) In the event arbitration of the grievance is requested, either party may, within ten (10) business days, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the Employer shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The winner of a coin toss shall strike the first name. The arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation Conciliation Service.
- (h) At the time of the arbitration hearing, both parties shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon request of either or both parties.
- (i) The parties shall share the arbitrator's fee and the arbitrator's expenses equally. In the event of cases in which the grievance is granted in part and denied in part, the fees and expenses shall be borne equally. In all cases, the parties shall equally share the cost of any hearing room and/or transcript. The party calling such witness or requesting such participant shall pay the expenses and compensation of any witness. Any other expenses shall be borne by the party incurring such expenses.
- (j) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Company's

discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the contracting officer or other official of the Government.

- (k) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages.

Section 4 The Union shall have the right to file a grievance or grievances involving a class of one or more non-probationary employees at Step Two of the grievance procedure within seven (7) working days of the latter of (i) the event giving rise to the grievance; or (ii) the date on which the Union knew, or with the exercise of reasonable care, should have known, of the facts giving rise to the grievance.

Section 5 Each party shall be afforded reasonable access to and, upon request, copies of any and all documents and video within the possession or control of the other party relevant to a grievance or arbitration.

ARTICLE 6 – DISCIPLINE

Section 1 No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the Contract by the government, the employee's authority to work as a security guard under the contract is otherwise removed, suspended, denied or terminated by the government, or the employee no longer satisfies the government qualifications for his or her position, the employer will notify the Union in writing of such circumstance and provide supporting documentation in the Employer's possession, if any, and the employee may be terminated pursuant to the procedures under this Agreement and the employee/Union does not waive any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, upon request of the Union, a copy of any written supporting documentation from the Government shall be provided to the Union, if available to the Employer. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the government or as otherwise provided herein), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in this Agreement. All Discipline under this article shall be administered within six (6) business days of the violation, unless the employee is unavailable. The time limits specified may, however, be extended by written mutual agreement.

Section 2 Subject to the foregoing, discipline shall be applied in the

following manner:

(a) **Minor Offense** (For Example, but not limited to: reading, eating or drinking on post, using personal radios, televisions, computers or mobile telephones or other personal electronic devices while on duty, violation of grooming standards, allowing personal visitors or relatives on Government property while on duty, visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building, breach of the chain of command, except to the extent necessary to comply with the orders or accommodating the needs of the Government and/or its tenants or otherwise in accordance with the policies of the Employer, failure to complete required paperwork, or similar infractions)

(i) With respect to a first offense, the employee will be given a written warning.

(ii) With respect to a second offense, the employee may be suspended without pay for a period of up to three (3) days off the schedule at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of up to five (5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(v) If, at the time of a minor offense, the employee has any prior or concurrent disciplinary action or counseling for any reason, the discipline for the non-serious offense shall escalate to the next level for the offense.

(b) **Unexcused Lateness** (Failure to timely report, including start of guardmount, to an assigned duty post at the start of a shift or return from any break or lunch)

(i) With respect to a first offense, the employee may be given a verbal warning, and may be sent home without pay if more than fifteen (15) minutes late without prior notification to his/her Supervisor.

(ii) With respect to a second offense, the employee may be given a written counselling at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of three to five (3 - 5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(c) **Unexcused Absence** (Failure to Call Off With Less Than Five (5) Hours Notice)

(i) With respect to a first offense, the employee may be given a verbal warning.

(ii) With respect to a second offense, the employee may be given a written counselling at the sole discretion of the Employer.

(iii) With respect to a third offense, the employee may be suspended without pay for a period of three to five (3 - 5) days off the schedule at the sole discretion of the Employer.

(iv) With respect to a fourth offense, the employee may be terminated, at the sole discretion of the employer.

(d) **Immediate Discharge** (Subject to the foregoing, any other offense, including without limitation, the following offenses, shall subject an employee to immediate discharge):

- (i) neglect of duty,
- (ii) breach of security,
- (iii) inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform,
- (iv) unless otherwise stated in this Agreement, a serious or repeated violation of the any employee personnel policy manual of Employer and/or security guard information manual,
- (v) dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics,
- (vi) Immoral conduct,
- (vii) fighting on post or Government premises,
- (viii) breach of Employer, DHS/GSA building rules, regulations, post orders or memoranda,
- (ix) sleeping while on duty,
- (x) willful destruction of property or destruction of property resulting from negligence,
- (xi) criminal misconduct,
- (xii) improper discussion of work related issues with the Government; including, but not

- limited to, any issue that could be the subject of a grievance under this Agreement,
- (xiii) the employee is insubordinate (defined as failing to follow the direct written or verbal order of a supervisor or manager) in connection with employment,
 - (xiv) Unless otherwise stated in this Agreement, a serious or repeated violation of any other requirements or policies of the Employer or the Government,
 - (xv) Improper use of a firearm or possession of a firearm not issued or authorized by the Employer,
 - (xvi) any conduct which causes the Government to issue a monetary penalty or deduction against the Employer,
 - (xvii) engaging in sexual harassment, any unlawful conduct or any other conduct prohibited by the Employer,
 - (xviii) No call/No show absence,
 - (xix) unauthorized entry into any unauthorized location in any Government building,
 - (xx) failure to maintain weapons safety or weapon readiness,
 - (xxi) disassembly of a weapon including the removal of a magazine or failure to properly load and maintain a loaded weapon or failure to properly unload a weapon,
 - (xxii) failure to obtain or maintain a weapons certification/qualification;
 - (xxiii) the employee is absent from work for a period of 72 hours without advising the Employer, regardless of the reason for such absence;
 - (xxiv) the employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
 - (xxv) the employee overstays a leave of absence or a vacation for a period of forty-eight (48) hours without advising the Employer, regardless of the reason;
 - (xxvi) the employee gives a false reason for obtaining a leave of absence, or engages

- in other employment during such leave;
- (xxvii) the employee has falsified or misrepresented information on his/her application for employment or any other work-related documentation including without limitation medical information provided to the Employer or the Government;
 - (xxviii) the employee is convicted of a criminal offense;
 - (xxix) the employee fails to establish that he or she satisfies the training requirements and/or medical standard requirements of the Employer or the Government to continue to work under this contract as a security guard; or
 - (xxx) the employee's credentials or qualifications to work under the Government Contract are revoked, suspended or terminated by the Government, or the Government requests or requires the removal of the employee from working under the contract or the Government determines that it is not in the best interests of the Government for the employee to continue working under the Government Contract.

Section 3 Any meeting between an employee and the Employer during which discipline in the form of a suspension or discharge is expected to be imposed must, at the request of the affected employee, be conducted in the presence of an authorized steward or other Union representative.

Section 4 A disciplinary action shall not be used after a period of one (1) year has elapsed without another occurrence of disciplinary action against the employee.

ARTICLE 7 – JOB OPPORTUNITIES

Section 1 If a vacancy occurs in a regular position covered by this Agreement, the Employer will post the open position for a period of ten (10) business days. The Employer will fill the position as it deems to be in the best interest of its operations, the needs and approval

of the Government and the seniority of the applicants for the position. Once the vacant position is filled and creates a second vacancy, the same procedure will be followed. After the second vacancy is filled the Employer may assign subsequent vacancies created as it sees fit.

Section 2 In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

Section 3 In the event that a higher level job becomes available, first preference shall be given to the most qualified non-probationary unit member who is available and qualified to perform the duties thereof. If, within ninety (90) days of such promotion, an Employee fails to satisfy the Employer's requirements for the position or the Employee does not wish to continue to in the position in which promoted, such Employee may elect to be returned to the bargaining unit. The employee will be returned to the first available position.

ARTICLE 8 -- HOURS OF WORK AND OVERTIME

Section 1 Shifts shall be scheduled in the discretion of the Employer to fulfill the needs of the government. Nothing contained herein shall guarantee to any employee (i) any number of hours of work per day or week, but the Employer will attempt to maintain as many full-time hours as possible (ii) or any particular post assignment.

Section 2 An overtime rate of one and one-half (1 ½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3 Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4 If the Employer has less than twenty-four (24) hours advance notice that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused for good cause. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved, not to exceed twelve (12) hours in any twenty-four (24) hour period except for emergencies and inclement weather. The Employer shall use reasonable efforts to allow employees with child care obligations to be relieved as soon as possible and shall allow such employees an opportunity to make necessary child care arrangements. Failure to accept assignments or remain on post when not reasonably excused by a supervisor shall be grounds for discipline up to and including immediate termination.

Section 5 If the employer has advance notice of twenty-four (24) hours or more that overtime will be required, or that the employee will be required to work beyond the hours scheduled on a particular day, whenever possible, such overtime will be offered to each full-time employee based upon seniority and then to each part-time employee based upon seniority, provided that the Employer is not required to offer overtime to any employee that (i) is then scheduled to work forty (40) hours or more during the work week, or (ii) the additional overtime hours, when added to the hours then scheduled to work for such employee, will exceed forty (40) hours in the work week. In order to accomplish the foregoing, on a monthly basis, the employer shall post a sign-up sheet for full-time employees and a separate sign-up sheet for part-time employees desiring to work overtime during the month.

Section 6 Officers shall receive pay for reporting in fifteen (15) minutes before their shift begins and for fifteen (15) minutes after their shift ends. Gear Up/Gear Down time will be for receiving and returning equipment as well as travel to and from their assigned posts.

Section 7 An employee called in outside his regular work schedule shall be guaranteed a minimum of two (2) consecutive hours of work or pay in lieu thereof. In the event a building is closed because of order of the government after an employee has reported for work, the employee shall receive a minimum of two (2) hours pay for such day.

ARTICLE 9 – WAGES

Section 1 Currently base wages for bargaining unit employees are **\$22.60** per hour.

Section 2 Effective June 23, 2010, the base wages for bargaining unit employees shall be **\$23.50** per hour.

Section 3 Effective June 23, 2011, the base wages for bargaining unit employees shall be **\$24.20** per hour.

Section 4 Effective June 23, 2012, the parties agree to re-open negotiations for wages only, ninety (90) days prior to the effective date.

Section 5 Except as otherwise provided elsewhere in this Agreement, the aforementioned wage schedules shall remain in effect during the life of this Agreement and any extension(s) of this Agreement.

ARTICLE 10 – HOLIDAYS

Section 1 Employees are entitled to the following eleven (11) paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Section 2 Employees who are not required to work on a holiday shall be paid at his/her base hourly straight time wage rate, exclusive of any overtime or benefit

allowance payments. To the extent permitted by applicable law, a bargaining unit employee will be paid holiday pay only if:

- (a) The employee works as scheduled or assigned on his/her last scheduled work day prior to or his/her first scheduled work day after the day on which the holiday is observed, and
- (b) The employee is not laid off or on a leave of absence.

Section 3 An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 4 Any holiday declared by Presidential Proclamation including inclement weather closings, that specifically includes contractors and the services they provide will be observed as instituted and the employees shall be paid if the government compensates the Employer for the closure.

ARTICLE 11 – VACATIONS

Section 1 Employees shall be entitled to annual vacation pay, based on their continuous years of service in federal contracted security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of one (1) year service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of ten (10) years of service	160 hours

Section 2 An employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least two weeks prior to the requested vacation time off. The Shift Supervisor (or other appropriate company representative) will attempt to

approve vacation schedules so as to be mutually satisfactory to the employee and the Employer consistent with the seniority of employees requesting vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure the orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 3 Vacation time shall not be cumulative from one year to the next. Vacation time shall be paid out to the employee within thirty (30) days following the employee's anniversary date.

Section 4 Length of service with the Employer shall not accrue for the purpose of vacation benefits while an employee is on a leave of absence.

ARTICLE 12 -- HEALTH AND WELFARE ALLOWANCE

Section 1 Each employee must elect in writing one (1) of the following: (i) participation in the Security Worker's Health and Welfare Fund, in lieu of the Health and Welfare Allowance payments described in this Article, (ii) participation in the Employer's health insurance plan or (iii) receipt in cash of the Health and Welfare Allowance payments described in this Article, less applicable withholding.

Section 2 The Employer shall make Health and Welfare Allowance payments consistent with the election of the employee. If an employee fails to make an election, the employee shall be deemed to have elected Option 3, receipt in cash to participate in the Security Workers Health and Welfare Fund. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year. Health and Welfare Allowance payments shall be included for vacation time actually taken. Deductions shall be made from each payroll check, and shall be remitted by the Employer to the Security Workers

Health & Welfare Fund in a single lump sum by the 15th day of the month following the calendar month in which such deductions are made. Said deductions shall be provided for active bargaining unit employees pursuant to their election of Health & Welfare deduction authorizations in the form set forth in Article 12, Section 1 above for so long as their authorizations remain in effect. Completed forms shall be submitted by the Union to the Employer's business office at any time during regular business hours and shall become effective as of the first payroll period ending within the first calendar month following the calendar month in which the authorization form is submitted to the Employer. Authorizations shall remain in effect until the effective date of the employee's termination of employment with the Employer or when an election is changed during Open Enrollment, whichever first occurs.

Section 3 Currently the Health and Welfare allowance is \$4.00 per hour up to forty (40) hours per week worked.

Section 4 Effective June 23, 2010, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is \$4.10 per hour.

Section 5 Effective June 23, 2011, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked is \$4.20 per hour.

Section 6 Effective June 23, 2012, the Health and Welfare Allowance to bargaining unit employees for the first forty (40) hours of any workweek actually worked will be negotiated by both parties ninety (90) days prior to the effective date..

ARTICLE 13 – RETIREMENT ALLOWANCE

Section 1 All eligible employees may, on a voluntary basis, elect to participate in the Company's 401(k) Plan.

ARTICLE 14 – UNIFORM ALLOWANCE

Section 14.1 The Employer will make a Uniform Allowance payment on behalf of each bargaining unit employee at the rate of \$.67 per day, for each day worked up to five (5) days per week throughout the duration of this Agreement.

ARTICLE 15 – SICK LEAVE

Section 1 Employees shall accrue forty (40) hours of paid sick leave per full calendar year.

Section 2 Sick leave time off must be approved by the employee's immediate supervisor and shall be taken in no less than eight (8) hour increments. Sick leave shall be regarded as an excused absence.

Section 3 Any employee who is unable to report to work because of sickness shall notify the Employer at the least five (5) hours prior to the beginning of his/her regular shift.

Section 4 Sick leave will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid no later than on the payroll immediately following the sick leave being used. Unused sick leave shall be paid to the employee at his/her base wage hourly rate of the earned amount within forty-five (45) days after the end of the

calendar year. Employees will be compensated for all earned sick leave upon termination of their employment.

Section 5 A note from a doctor shall not be required for sick leave of less than two (2) consecutive days unless, (i) as a result of a pattern of absences by the employee previously identified or (ii) all of the then earned sick leave has been used.

ARTICLE 16 – LEAVE OF ABSENCE

Section 1 Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to non-probationary employees.

Section 2 To the extent a specific leave under this Agreement may be deemed to be one (1) covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all rights allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 3 An employee shall be granted a military leave of absence, as required under applicable federal law, for the time spent in full-time active duty in the armed forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable federal law in effect at the time of such leave.

Section 4 A leave of absence shall be processed in the following manner:

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - (i) The reasons for such leave

- (ii) The effective date of such leave
- (iii) The estimated date of return to work
- (b) The written request for a leave of absence shall be submitted to the Project Manager for final disposition.
- (c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

Section 5 All leaves of absence shall be subject to the following general provisions except to the extent otherwise required by applicable state or federal law:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article 4 of this Agreement.
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- (c) Such leaves shall be without payroll compensation or Employer paid benefit unless the employee is eligible for paid vacation days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employee.
- (d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with the FMLA, as determined by the Employer, and the Employer may require the employee to use accrued vacation days and other leave benefits under this Agreement concurrent with the leaves granted under the FMLA, as allowed by the FMLA. Action taken by the

Employer to comply with the FMLA shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

ARTICLE 17 – BEREAVEMENT LEAVE AND JURY DUTY

Section 1 Bargaining unit employees shall be eligible for up to three (3) days of paid bereavement leave for purposes of attending, on a day normally scheduled to work, the funeral of a **parent, step parent, foster parent, spouse, child, sibling, grandparent or grandchild**. Unpaid leave of up to three (3) days shall be given for purposes of attending the funeral of a **father-in-law or mother-in-law**. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid for this benefit. Proof of death (i.e. obituary, death certificate or funeral service program, stating your relationship to the deceased) must be provided to the Employer upon the employee's return to work. Bereavement days shall not be cumulative, nor shall they be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours normally worked on the day(s) covered under this Section.

Section 2 Employees shall be eligible for up to ten (10) days of paid leave to serve on a jury. The employee must provide his/her immediate supervisor with prior written notice of the requirement to serve on a jury as soon as notice is received in order to be paid for this benefit. Proof of jury service must be provided to the Employer. Jury duty days shall not be cumulative, nor shall they be paid if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, in accordance with the amount of hours

normally worked on the day(s) covered under this Section, less all amounts received by the employee from any court or government agency to serve on a jury.

ARTICLE 18 – RETURN OF UNIFORMS & TRAINING

Section 1 Upon the termination of employment, each employee will be responsible to return all Company-issued uniforms and equipment in good condition, reasonable wear excepted, within five (5) days after the employee's last day of work. The actual cost to the Employer of any article(s) of uniform and/or equipment not returned to the Company within five (5) days after the employee's last day of work will be deducted for the employee's final paycheck. Each employee will agree in writing authorizing the deduction from his/her last payroll check as provided above.

Section 2 All employees are paid for initial training and annual recertification classes.

ARTICLE 19 – STRIKES

Section 1 So long as this Agreement is in effect, the Union will not cause nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever, nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 2 Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other

remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE 20 – DRUG TESTING

Section 1 The employer will enforce the Employer’s Substance Abuse Policy.

ARTICLE 21 – GOVERNMENT SUPREMACY

Section 1 The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The government may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, etc., as the government deems to be in the interest of the Government.

Section 2 Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g. security clearances, medical examinations, weapons proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee.

ARTICLE 22 – BREAKS

Section 1 Both parties agree that breaks will be provided in accordance with the government contract with the Company, GSA/Homeland Security Rules, Regulations and guidelines and U. S. Department of Labor guidelines.

Section 2 Restroom breaks will be provided as needed contingent upon available personnel.

ARTICLE 23 – GENERAL PROVISIONS

Section 1 The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap, or disability, union membership, or other legally protected classification. Grievances under this provision against the Employer, however, shall be processed beyond Step Two of the Grievance Procedure. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance nor give rise to a claim that this Agreement has been violated.

Section 2 Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity without approval.

Section 3 The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. Physical/medical/psychological exams may be required by operation of the government Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Section 4 The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the government Contract and the Employer's policies as in effect from time to time.

Section 5 Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for

employees will normally be taken. If a call appears to be an emergency, the employee will be notified as soon as practicable.

Section 6 Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer.

Section 7 If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 8 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 9 This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 10 This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE 25 – TERMINATION

Section 1 This Agreement shall be effective as of June 18, 2010, and shall remain in full force and effect until 11:59 p.m. on June 22, 2013. Notwithstanding be foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership.

Section 2 Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the government of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

UUSG/Coastal CBA 2010 – 2013 – Coastal DHS (DC & White Oak)

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

United Union of Security Guards (UUSG)

(b)(6) *6/18/10*
President

Coastal International Security, Inc.

(b)(6) *6/18/10*
Director, Labor Relations

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 7865091090000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
TIME C	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.222-43
	D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-D352K
HSCEEC-10-A-00001

COTR: Teddy England: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

Continued ...

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

(b)(6)	15C. DATE SIGNED 11/8/11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	16B. _____	16C. DATE SIGNED 8 Nov 11
			(b)(6)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEEC-10-A-00001/P00011

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)												
	<p>A. The purpose of this bilateral modification is to incorporate a wage rate adjustment in accordance with FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)." Per the negotiated agreement between Coastal and FPS, new hourly rates are established under the BPA HSCEEC-10-A-00001 representing the wage rates set forth in CBA 2009-3010 Rev. 1 and CBA 2011-4500.</p> <p>B. For Ordering Period One (1 Oct. 2011 to 30 Sept. 2012) the new BPA wage rates are (b)(4) supervisor, (b)(4) productive, and (b)(4) TAS.</p> <p>C. Only allowable items pursuant to FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)," were considered, such as increases in the wage rate, health and welfare, training, relief, pension, vacation, sick, holiday, and all applicable taxes.</p> <p>D. The total wage rate is hereby increased for Ordering Period Two under the BPA as follows:</p> <table border="1" data-bbox="410 1077 889 1289"> <thead> <tr> <th>From</th> <th>By</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>CLIN 2001 (Productive)</td> <td></td> <td></td> </tr> <tr> <td>CLIN 2002 (Supervisor)</td> <td>(b)(4)</td> <td></td> </tr> <tr> <td>CLIN 2003 (TAS)</td> <td></td> <td></td> </tr> </tbody> </table> <p>E. The total increase resultant from this wage adjustment for the period 1 Oct. 2011 through 30 Sept. 2012 under the BPA is (b)(4). This calculation is based on (b)(4) hours of Productive Guard and (b)(4) hours of Supervisor ordered under Call HSHQEC-12-F-00012.</p> <p>F. The total amount of funding provided for the wage rate increase will be (b)(4). This amount will be provided on Call HSHQEC-12-F-00012 for the period 1 Oct. 2011 to 30 Sept. 2012. The call will instruct the vendor on how to proceed with invoicing procedures.</p> <p>Continued ...</p>	From	By	To	CLIN 2001 (Productive)			CLIN 2002 (Supervisor)	(b)(4)		CLIN 2003 (TAS)						
From	By	To															
CLIN 2001 (Productive)																	
CLIN 2002 (Supervisor)	(b)(4)																
CLIN 2003 (TAS)																	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00011

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 3 4

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																														
	<p>G. Rates for Ordering Periods Three and Four are hereby increased as follows:</p> <p>Ordering Period Three</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 150px;">From</td> <td style="width: 100px;">By</td> <td style="width: 100px;">To</td> </tr> <tr> <td>CLIN 3001 (Productive)</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">(b)(4)</td> <td></td> </tr> <tr> <td>CLIN 3002 (Supervisor)</td> </tr> <tr> <td>CLIN 3003 (TAS)</td> </tr> </table> <p>Ordering Period Four</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 150px;">From</td> <td style="width: 100px;">By</td> <td style="width: 100px;">To</td> </tr> <tr> <td>CLIN 4001 (Productive)</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">(b)(4)</td> <td></td> </tr> <tr> <td>CLIN 4002 (Supervisor)</td> </tr> <tr> <td>CLIN 4003 (TAS)</td> </tr> </table> <p>H. The total (ceiling) value of the BPA CLINs is increased as shown below.</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 150px;">From</td> <td style="width: 100px;">By</td> <td style="width: 100px;">To</td> </tr> <tr> <td>2001</td> <td rowspan="12" style="text-align: center; vertical-align: middle;">(b)(4)</td> <td></td> </tr> <tr><td>2002</td></tr> <tr><td>2003</td></tr> <tr><td>3001</td></tr> <tr><td>3002</td></tr> <tr><td>3003</td></tr> <tr><td>4001</td></tr> <tr><td>4002</td></tr> <tr><td>4003</td></tr> </table> <p>I. The contractor agrees that there are no outstanding requests for equitable adjustment, claims or any other associated matters arising from this modification, (inclusive of attorney's fees, interest and other damages). Further, by acceptance of this modification, the contractor Continued ...</p>	From	By	To	CLIN 3001 (Productive)	(b)(4)		CLIN 3002 (Supervisor)	CLIN 3003 (TAS)	From	By	To	CLIN 4001 (Productive)	(b)(4)		CLIN 4002 (Supervisor)	CLIN 4003 (TAS)	From	By	To	2001	(b)(4)		2002	2003	3001	3002	3003	4001	4002	4003				
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00011

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>shall for itself, its successors and assigns, irrevocably reverse, release and forever discharge the Government, its officers, agents and employees, of and from all liabilities, promises agreements, controversies, damages, actions, causes of actions, suits, rights, demands, losses, debts, expenses, and claims, including but not limited to, attorney's fees, and costs, without reservations, whether known or unknown, whatsoever in law and/or in equity under arising out of or related to this modifications.</p> <p>J. This modification constitutes the entire understanding between the parties and supersedes all prior communications, negotiations or agreements between the parties pertaining to and a rising from this modification. Acceptance of this modification constitutes an accord and satisfaction, for both time and money, for all matters, without reservation, arising under this modification.</p> <p>K. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) or by (b)(6)</p> <p>L. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2 AMENDMENT/MODIFICATION NO P00012 3 EFFECTIVE DATE 04/25/2012 4 REQUISITION/PURCHASE REQ NO _____ 5 PROJECT NO (If applicable) _____

6 ISSUED BY CODE OPO/FPS/EACCG/R11 7 ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/EACCG/R11
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141

(x) 9A AMENDMENT OF SOLICITATION NO _____
 9B DATED (SEE ITEM 11) _____

x 10A MODIFICATION OF CONTRACT/ORDER NO HSCEEC-10-A-00001
 10B DATED (SEE ITEM 13) 09/09/2009

CODE 7865091090000 FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

x C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4 (c)

D OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K
 HSCEEC-10-A-00001

COTR: Teddy England: (b)(6)

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD, and 7820 Eastern Ave. NW, Wash., D. C.

Continued ...

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

(b)(6)	contract admin		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	
	15C DATE SIGNED 4-26-12	16B UNIT (b)(6)	16C DATE SIGNED 26 Apr. 12	

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. The purpose of this bilateral modification is to add a site to BPA HSCEEC-10-A-00001: Shepherd Plaza, 7820 Eastern Ave. NW, Wash., D. C. (DC0512). Service shall commence at this site on 1 May 2012.</p> <p>B. The rates for DC0512 are (b)(4) Productive) and (b)(4) Supervisor).</p> <p>C. The attached CBA 2010-3632 applicable to DC0512 is hereby incorporated into the BPA.</p> <p>D. The Post Exhibit for DC0512 is attached.</p> <p>E. Funding for DC0512 shall be provided on a forthcoming modification to Call HSHQEC-12-F-00012.</p> <p>F. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) or by (b)(6)</p> <p>G. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2010-3632
Revision No.: 0
Date Of Last Revision: 8/17/2010

State: District of Columbia

Area: Statewide

Employed on Federal Protective Services contract for Protective Security Officer (PSO) services for the following SSA location; 2041 MLK Jr. Ave SE, 2100 M Street NW, 1905 B 9th St. NE, 7820 Eastern Ave, NW and 400 Virginia Ave..

Collective Bargaining Agreement between contractor: DTM Corporation, and union: United Security & Police Officers of America (USPOA), effective 10/1/2010 through 9/30/2011.

In accordance with Section 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

PREAMBLE

This Agreement is entered into by the DTM Corporation ("Employer") and the United Security & Police Officers of America (USPOA) (hereinafter referred to as the "Union") on the date set forth below, with economics effective on the dates set forth herein provided, however, that in no cases shall any economic increases be applied retroactively, or be determined to be in effect in advance of the date on which this Agreement is executed by the Employer.

ARTICLE I, SCOPE OF AGREEMENT

Section 1

Except as provided in Section 2 below, the Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all of its full-time security guard employees employed the Social Security Administration, Washington, D.C. 2100 M St., N.W., 2041 Martin Luther King Ave. S.E., and 7820 Eastern Ave., N.W. (the "sites").

Section 2 - Exclusions

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

- a. Officers and Directors of Employer.
- b. All office clerical, all managerial and supervisory employees, and all other employees who are not security guard employees.

Section 3 - Probationary Employees

Initials:

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(b)(6)

Newly hired or rehired employees shall be classified as probationary employees for a period of ninety (90) working days from date of hire. During their probationary periods, employees may be subject to discipline or discharge at the discretion of the Employer, without access to the grievance and arbitration provisions of this Agreement.

ARTICLE 2, UNION SECURITY AND CHECK-OFF

Section 1- Union Security

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

Initials: (

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In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks following the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

Section 1- Ducs Check off

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. The Employer shall make such deductions on a semi-monthly basis and shall remit the amount deducted to the USPOA within fifteen (15) days after the last regular payday of the month. The Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld. The Employer will provide to the Union semi-annually reports that will include officers' name, address, city, state, zip code and current wage rates. The

Initials

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Employer shall also inform Union, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit, etc.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 3, NONDISCRIMINATION

There shall be no discrimination or harassment by the Employer, bargaining unit employees or the Union against employees because of race, color, creed, religion, national origin, sex, age, marital status, non-job related disability, or because of their involvement in or refraining from participating in Union activities. Should an employee or the Union file a claim with any federal, state, or local agency alleging discrimination which would be prohibited by the terms of this Agreement, the Employee and the Union shall waive any right to file a grievance or pursue arbitration under the terms of this Agreement for the same events and occurrences that led to the filing of the claim with the federal, state, or local agency.

Initials

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ARTICLE 4, MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business and to take any and all actions that are not precluded by the terms of this Agreement, including, but not limited to, the following: To determine the type of services performed and the manner and means of providing services; to hire, discharge or discipline for cause, lay off, assign, transfer, promote or demote; to determine the starting and quitting time and the hours of work; to assign overtime; to establish, discontinue or change operations, procedures, production of work standards; to determine the size of the workforce; to create, eliminate or consolidate job classifications; and to judge employees' performance and qualifications.

Section 2

The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw rules of conduct and regulations as the Employer deems reasonably necessary.

Section 3

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

Initials:

(b)(6)

ARTICLE 5, EMPLOYEE CLASSIFICATIONS

Section 1 - Full/Part Time Employees

An employee shall be classified as "full-time" as soon as the Employer, in its opinion, determines that the non-probationary employee is reasonably expected to work an average of at least 32 hours per week during a twelve-month period. Employees who are expected to work less than an average of 32 hours per week, shall be classified as "part-time" employees.

Section 2 - Temporary Employees

The Employer shall have the right to hire temporary employees, who shall be excluded from this Agreement.

ARTICLE 6, WORK WEEK AND HOURS OF WORK

Section 1

The work-week will run from Monday through Sunday, although the Employer reserves the right to modify said work-week as long as the Union and the employees have been advised of the change in writing, two weeks in advance. Employees will be paid semi-monthly, on the 1st and the 16th of the month.

Section 2

Employees shall receive two ten (10) minute rest periods every four hours as determined by the Company based on business needs.

Section 3

Initials: (

(b)(6)

Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked or overtime hours. Only hours actually worked shall be recognized in determining overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post.

Section 4

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof. The employee can be assigned to work at any other site of the Employer, and will be paid according to the rate at the site at which he is assigned.

Section 5

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

ARTICLE 7, DISCIPLINE

Section 1

Employees may be discharged or disciplined for cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein. The Employer may implement an attendance policy, and will notify the Union.

Section 2 - Government Action.

If the contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the

Initial

(b)(6)

Employer and shall not be subject to the grievance or arbitration procedures of this Agreement. The Employer will, upon request from the Union, present documentation confirming the government's directives. If the contracting agency issues a fine to the Employer based on conduct intentionally and knowingly committed by an employee, the employee shall be required to re-pay the Employer the amount of the fine directly caused by the employee, through payroll deductions which the employee authorizes be made directly from his/her pay in an amount that is not greater than that which is allowed under applicable law.

ARTICLE 8, GRIEVANCE, ARBITRATION PROCEDURE

A grievance shall mean a disagreement or dispute raised by the Employer, the Union or an employee that arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement. The procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted. A grievance shall be resolved in the following manner:

Step 1: The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee's supervisor within seven (7) working days of its occurrence or when the employee knew, or by reasonable diligence should have known, of its occurrence. The supervisor may respond in writing to the grievance within seven (7) days.

Step 2: If the grievance is not settled at Step 1 or if the supervisor does not respond within seven (7) working days of the step 1 notice, the employee and/or his or her Union representative shall, within seven (7) working days of the date the supervisor responded or the date on which the supervisor should have responded, whichever is

Initial

(b)(6)

sooner, submit the grievance in writing to the Corporate Manager or his/her designee. The Corporate Manager may respond to the grievance within seven (7) working days of receipt of the grievance.

Step 3: If, after receipt of the Manager's response or failure to respond, the grievance is not settled at Step 2, the Union may, within seven (7) working days, notify the Employer in writing of its intent to, and also carry out the steps necessary to, proceed to binding arbitration. Notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Employer with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within ten (10) days of the date of service of the arbitration notice, they shall choose an Arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

If the Employer wishes to file a grievance, it shall begin at step 2 by filing a grievance with the Union representative. The process shall proceed from there, in the same manner and with the same timing as the Union's grievances.

The failure of the grieving party to strictly comply with the time limits specified herein shall be construed to be an abandonment of the grievance, and the position taken on the grievance. Failure of the responding party to comply with said time limits shall be deemed to be a denial of the grievance. The time limits set forth in this Article are intended to be strictly enforced and may be waived only by written mutual agreement between the parties, and in no other manner or circumstances.

The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs.

Initials: (b)(6)

The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back pay award shall be reduced by any sums received as unemployment compensation or from interim employment.

The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing.

The costs of the arbitration, including all fees of the FMCS, fees and expenses of the arbitrator, and hearing room fees, will be split by the Parties. It will be the responsibility of the Parties to pay for any expenses or compensation due to their own witnesses.

ARTICLE 9, NO STRIKE AND NO LOCKOUT

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

ARTICLE 10, STEWARDS

Initials

(b)(6)

Section 1

The Union shall designate one steward, with one alternate steward if the steward is not available. The Union shall notify the Employer in writing of the selection of the Steward and the alternate within ten (10) days of such selections. The Steward shall perform no work related to their duty as stewards while either they or employees who are involved in any incident are on duty, and stewards shall not be paid by the Employer for performing any Union work. In the event of a lay-off, the steward shall be the last employee laid-off, provided he or she has the requisite skill, qualifications and certifications to perform the remaining work.

Section 2

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

ARTICLE 11, JURY DUTY

The Employer will comply with applicable state and federal laws, if any, when it comes to compensating employees who are on required jury duty, provided the employee notifies the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice that he or she is subject to a jury duty call.

ARTICLES 12, LEAVES OF ABSENCE

Section 1 - Family & Medical Leave

The Employer will comply with all applicable state and federal laws when it comes to providing family and medical leave.

Initials

(b)(6)

Section 2 - Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family, the employee will not lose any wages which he or she would otherwise have earned during the next three (3) consecutive calendar days for the period from date of death through the day following burial. For the purpose of this provision, members of the employee's immediate family include: husband, wife, child, parent (an employee may designate a step-parent or foster parent as his or her parent, provided they may take only one paid bereavement leave for a mother and father, be it step, foster or natural, during their employment), grandparent, brother, or sister. Appropriate documentation of death and family relationship is required. Employees shall be eligible for three (3) days of paid Bereavement Leave each calendar year, which shall be paid at the pro-rata rate part time employees and eight (8) hours per day for full time employees, and which leave will be forfeited unless it is used in accordance with the terms and provisions specified herein. Employees may receive no more than one paid bereavement leave in any calendar year provided, however, that in the event of the need to attend other funerals during a calendar year an employee may apply to use vacation or sick/personal days or, in the alternative, may apply to take unpaid leave.

Section 3 - Military Service

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

ARTICLE 13, SENIORITY

Section 1 - Reduction in Force

Initials

(b)(6)

In the event that the work force at the Social Security Administration Facility site shall be reduced for any reason, the employees with the least seniority in their job classification shall be laid off first.

Section 2 - Loss of Seniority

In the event the Employer loses the contract to provide guard services for the Social Security site facilities, the Employer will have no obligation with regard to this Section after the termination of its contract. An employee who quits, resigns, or retires, or is terminated for any reason loses his/her seniority and has no right to recall.

ARTICLE 14, VOLUNTARY QUILTS

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

- a. The employee accepts employment with a competitor of the Employer at the same time that he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.
- b. The employee fails to report for work upon the expiration of a leave of absence absent an unanticipated, documented emergency making it impossible for the employee to report.
- c. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work immediately after he/she is medically able to return to work.

Initials:

(b)(6)

d. The employee fails to report for work without notifying the Employer, except where failure to so communicate is the result of documented emergency circumstances making notification impossible.

e. The employee fails to respond within five (5) days of the Employer sending a notice of recall.

f. While on any leave of absence from the Employer, paid or unpaid, the employee performs any work for another employer, or in his own business, without the approval of the Employer.

ARTICLE 15, TRAINING AND RE-QUALIFICATION

Officers will be paid for actual time spent for Employer-mandated training (as compared to government mandated training which is addressed below) at the applicable wage rate specified below. Training required by the government for the employee to be eligible to work on the site will be paid in accordance with applicable law.

Whenever practicable, all Employer-administered training will be given on an officer's regularly assigned shift. All fees and licenses for Employer-mandated training to be paid by the Employer. All fees and licenses relating to training required by the government for the employee to be eligible to work on the site will be paid in accordance with applicable law.

The Employer will post training schedules on a quarterly and/or monthly basis. All employees who need training for their certification must attend class in a timely manner. If an officer does not attend the class during the required time, he or she must get the training through the DTM training academy on their own. The Employer will provide on-site and off-site training and pay as required by law, at minimum wage rates

under applicable law, in accordance with its procedures. If the employee misses any free training classes offered by DTM that were posted by DTM at least thirty days in advance, the employee shall be responsible for the costs and fees required to be paid for approved training classes that they must secure on their own through the DTM training academy.

If the employee is unable to qualify prior to the expiration of his or her permit or fails to pass a range qualification test before such time, the employee shall be terminated, provided, however, that should the employee meet all necessary qualifications and secure all necessary permits within a reasonable period of time after his/her termination, the employee shall be re-hired if there is a position available for which the employee is qualified.

The cost of any physical examinations (subsequent to the employee's initial hiring) required by the Government for maintenance of guard certification shall be paid for by the employee to the extent the examinations are not covered by the employee's health insurance, provided, however, that if the examinations are not covered by the employee's health insurance the Employer will pay for such examinations once every twenty four (24) months. Subject to government requirements and rules, the employee shall have two opportunities to pass the physical examination. If the employee fails to do so in a timely manner or fails to report for a scheduled examination (unless such failure to report is the result of a documented emergency circumstance), the employee shall be terminated.

ARTICLE 16, UNIFORMS

See Appendix B.

ARTICLE 17, TEMPORARY ASSIGNMENT

Initials:

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The Employer may only assign individuals, including but not limited to supervisory personnel, to temporary work in cases where, due to a lack of available employees, it must do so to meet mandatory staffing requirements. Individuals can be assigned to temporary work for a maximum of 60 work days.

ARTICLE 18, HOLIDAYS

See Appendix B.

ARTICLE 19, VACATION

See Appendix B.

ARTICLE 20, ABSENCE DUE TO ILLNESS & SICK PAY

See Appendix B.

ARTICLE 21, HEALTH AND WELFARE

See Appendix B.

ARTICLE 22, RETIREMENT FUND

See Appendix B.

ARTICLE 23, WAGES

See Appendix B.

ARTICLE 24, MISCELLANEOUS

Section I

The Union agrees to cooperate with the Employer in all matters required by the Government, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities that the Government may exercise. The Union agrees that

Initials

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any actions taken by the Employer pursuant to a requirement imposed by the Government shall not constitute a breach of this Agreement. Any action that the Government directs or requires the Employer to take immediately may be taken without prior notice or discussion with the Union. The Employer will, however, exercise reasonable efforts to cooperate with the Union in obtaining information relating to the Government action or decision.

Section 2 - Failure to Meet Company Standard

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 professional, courteous manner and will be held responsible and accountable for their duties. Deviation from or failure to meet this standard will result in disciplinary action or discharge.

Section 3

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

Section 4

Absent permission from the Employer, Union representatives shall not conduct Union-related business with any employee during the time the employee is on duty, nor shall any employee conduct Union-related business during the time he/she is on duty. Union-related business, solicitations and other activities may be conducted during non-

Initials:

(b)(6)

work times, and non-work areas (break room, parking lot, etc.). Employer property, equipment and office facilities shall not be used to conduct any form of Union-related business.

ARTICLE 25, SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 26, ACCESS

If, and only if, the contracting agency permits Union access on its property, one Union Business Representative, or any duly authorized representative of the Union, shall have admission to the establishment of the Employer at mutually agreeable times only after giving a minimum of twenty-four (24) hours advance notice of his/her desire to be on the premises to the Employer's Project Manager or duly authorized designee. While on the premises, the Business Representative or any duly authorized union representative shall only be allowed to meet with bargaining unit employees for the purpose of

Initial:

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ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. Any meetings can only take place in non-work areas, during non-work time. Such visits shall not interfere with the orderly and efficient operation of the Employer's business. There shall be no Union business or solicitations during work time and/or in work area of either the person doing the soliciting, or the person being solicited.

ARTICLE 27, INDEMNIFICATION

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, costs or attorneys' fees, attachments, and from any form of liability as a result of making any payments to any benefit funds or otherwise complying with any and all payment obligations under this Agreement, including, or otherwise complying with its obligations to do so under this Agreement. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any act of any Trustee administering any Pension Fund or Health & Welfare Fund and/or any other Fund the Employer may be required to pay into under the terms of this Agreement now or in the future, or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole obligation under this Agreement shall be to make timely monthly payments to the benefit funds or directly to the employees in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Employer.

Initials

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ARTICLE 28, CHANGE IN LAW

The Parties hereby agree that, in the event of a change in local, city, state, or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this Collective Bargaining Agreement (e.g., the implementation of national health care, guaranteed paid leave days of some type, etc.), the Parties will meet to discuss how the change affects the terms or conditions of the Collective Bargaining Agreement, and, as needed, attempt to agree on any modifications to the Agreement to address the change in the law. It is intended that, in no event, shall such change be permitted to add to, or take away from, rights and privileges afforded under this Agreement, and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. In the event the Parties are unable to reach agreement, either Party may re-open the Collective Bargaining Agreement for negotiations.

ARTICLE 29, DURATION OF AGREEMENT

This Agreement shall be in full force and effect until and including **September 30, 2013, with economics in effect on the specific days specified herein**, and the terms thereof shall be automatically renewed from year-to-year thereafter unless at least sixty (60) days prior to expiration of this Agreement and the expiration dates of any renewal thereof, notice in writing by "certified mail" is given by either party to the other of the desire for changes to this Agreement, after which notice the Parties will promptly commence to negotiating. With respect to wages and fringe benefits (including health and welfare and pension contributions, sick leave, vacations and holidays) the applicable provisions of the Agreement shall take effect as specified herein. The Union

Initials:

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acknowledges that the Employer is a Government contractor. In the event the Employer ceases providing services to the Customer at the site covered by this Agreement, the Employer's obligations under the collective bargaining agreement will cease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this

Contract Agreement this 10th day of August 2010.

USPOA

(b)(6)

By: _____

DTM Corporation

By: _____

(b)(6)

8/16/10

Initials

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**APPENDIX A to Social Security Administration CBA - DRUG AND ALCOHOL
POLICY**

Section 1.

Employer and Union recognize that the use of drugs and/or alcohol can have an impact on workplace safety, absenteeism, and productivity. An employee cannot perform his work adequately and safely if he is under the influence of drugs or alcohol. Unlawful use of drugs and abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of a firearms permit. As a result, the Employer maintains a drug and alcohol-free workplace. Compliance with this Article is a condition of employment and continued employment. Violation of this Article subjects an employee to immediate termination of employment.

Section 2.

The following activities are prohibited regardless of whether the employee is on or off duty or at the workplace or not:

- The unlawful or unauthorized manufacture, distribution, possession, sale, transfer, or use of an illegal drug, e.g., a controlled substance in Schedules I through V of Section 812 of Title 21, and/or comparable regulations or schedules.

In addition, the following activities are prohibited while the employee is on duty or at the workplace:

- Misuse of a legal drug;
- Possession (excluding an original sealed container in an employee vehicle parked in a parking lot) or use of alcohol; or
- Reporting to work or working under the influence of alcohol or drugs.

Section 2

Initials:

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For purpose of this policy, the "workplace" includes all Employer facilities and property, Social Security Administration Facility facilities and property, vehicles used in the course of work, and any location at which Employee is performing work on behalf of the Employer.

Section 4.

An employee legitimately using or under the influence of medication (legal drugs) during working hours must notify his/her supervisor of this prior to commencing work if the medication might impair his/her performance, judgment, or coordination and provide a doctor's statement that the employee is fit to perform the duties of the job.

Section 5.

Employees shall notify the Employer of any criminal conviction within five days of conviction, and/or of a guilty plea, that either involves the use of drugs, or a crime that compromises or affects their continued employment at the site.

Section 6.

All employees will participate in and are subject to the Employer's alcohol and testing program. Testing for alcohol and/or drugs may occur prior to employment, annually, where reasonable suspicion of violation of this policy exists, after a work-related accident or incident, on a random basis, and/or as required by any Government or other applicable contract, statute or regulation.

Section 7.

A "positive" drug or alcohol test shall be grounds for immediate termination. Refusal to submit to testing or failure to report for a drug and/or alcohol test as directed shall be considered equivalent to a "positive test" and shall also be grounds for immediate

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termination.

Section 8.

Any specimen collected for drug testing pursuant to this Article shall be tested by a laboratory certified in conformity with applicable state or federal regulations, as required.

Initials

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APPENDIX B (Economics) to Social Security Administration CBA

UNIFORMS

Bargaining unit employees will receive an allowance of twenty-five cents (\$.25) per hour worked for laundering and maintenance of Company furnished uniforms for all straight time hours worked only (and not for overtime, paid vacation, holidays and sick leave), for a maximum of 40 hours per week, for each and every employee covered by this Agreement.

In the event negligence or malfeasance on the part of the employee results in damage to uniforms or equipment, the employee will be responsible for reimbursing the Employer for said damage or costs (no more than the actual replacement cost), through deductions that employees agree, through written authorization, will be taken out of their paychecks through payroll. Employees shall, in all cases, use uniforms and equipment of the Employer with care. Employees shall be required to comply with dress code requirements of the Employer, and to maintain proper grooming, cleanliness and hygiene at all times.

Upon termination of employment all clothing and equipment shall be returned to the Employer. Returned clothing shall be cleaned and pressed and returned on hangers. Employees will be responsible for the actual cost of damaged clothing (beyond normal wear and tear) with the reimbursement for said costs coming out of their paychecks.

Initials:

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HOLIDAYS

Section 1

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day) in accordance with the attached Addendum. Holiday benefits shall be paid as specified in Section 3 below, provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday, and the holiday if scheduled:

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

Section 2

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

Section 3

Holiday pay will be paid out in accordance with regular payday procedures in accordance with the following schedule which is based on the total number of hours the employee would normally be scheduled to work during the week in which each holiday occurred.

	<u>Hours employees worked in Holiday Week</u>	<u>Authorized Holiday Pay Hours</u>
	40	8
	30 - 39	6
	20 - 29	4
	10 - 19	2
Initial	(b)(6)	26

VACATION

Section 1

During the term of this Agreement all employees who qualify as full-time employees covered by this Agreement shall vest vacation leave/pay on their anniversary dates in accordance with the following schedule. Part-time employees will receive a pro rata amount of vacation. Vacation leave/pay is based upon completed years of service by the employee, without break in service, at the Social Security Administration Facility site:

One year up to five years continuous employment = 10 days vacation;

Six years to fifteen years continuous employment = 15 days vacation;

Sixteen or more years continuous employment = 20 days vacation.

Section 2

Vacation pay shall be payable following the employee's anniversary date before the end of the fiscal year.

Section 3

All vacation requests must be submitted on Employer leave approved request forms. No more than five percent (5%) of the work force may be on vacation at any time. Vacations shall be scheduled, or rescheduled, subject to the sole approval and discretion of the Employer.

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ABSENCE DUE TO ILLNESS & SICK PAY

Section 1

All full-time Employees shall accrue Sick/Personal Days at the rate of .5 days per month up to a maximum of six (6) days per year.

Section 2 - When Sick Pay Is Payable

a. Sick pay may be taken when an employee is unable to perform the functions of his/her position because of illness or injury.

b. An employee may use sick leave when necessary to care for an immediate family member who is ill. The employee shall be charged 1½ days of accrued sick leave for each day used for such purpose. An employee who takes paid leave under this section shall provide a physician's statement documenting the illness and need for care.

Section 3 - Notice Of Absence

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

Section 4 - Medical Certification

An employee who is absent due to illness or injury for more than three (3) consecutive work days (regardless of whether the employee seeks sick pay) shall be required to provide to the Employer a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Such physician's statement shall be provided within three days of returning to work, although the

Initials:

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Employer reserves the right to require an employee to provide such physician's statement before the employee returns to work. Upon request by the Employer, an employee who is absent due to illness or injury for three or fewer days may be required to provide such a physician's statement within three days of the Employer's request, although the Employer reserves the right to require an employee to provide such physician's statement before the employee returns to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion by a physician designated by the Employer (at the Employer's expense). If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a physician whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Article, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action or discharge. An employee who does not provide medical certification that he/she is able to return to work, if required or reasonably requested under this Article, will not be permitted to return to work.

Section 5

Where an employee takes leave pursuant to the Family & Medical Leave Act, the provisions of the Act will supersede any provision of this Article which is inconsistent.

Section 6 – Pay Out of Sick Leave

Sick/Personal Days may not be carried over from one calendar year to the next. All unused Sick/Personal Days shall be paid out to the Employee at the end of each calendar year.

Initials:

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HEALTH AND WELFARE

Effective October 1, 2010 through September 30, 2011, the Employer shall pay to the employees directly in the form of a monetary payment, the sum of \$3.50 per hour for all straight time hours worked only (and not for overtime, paid vacation, holidays, overtime hours, sick leave, or any other hours), for a maximum of 40 hours per week, for each eligible bargaining unit employee covered by this Agreement, for the employee to pay for health insurance coverage.

The Parties agree that the Company shall pay to the employees directly in the form of a monetary payment, for all straight time hours worked only (and not for overtime, paid vacation, holidays, overtime hours, sick leave, or any other hours), for a maximum of 40 hours per week, for each eligible bargaining unit employee covered by this Agreement, for the employee to pay for health insurance coverage the rate set for H&W in the applicable wage determination that is in effect on September 30, 2011, which rate will be implemented on October 1, 2011 and will remain in effect until September 30, 2012.

The Parties agree that the Company shall pay to the employees directly in the form of a monetary payment, for all straight time hours worked only (and not for overtime, paid vacation, holidays, overtime hours, sick leave, or any other hours), for a maximum of 40 hours per week, for each eligible bargaining unit employee covered by this Agreement, for the employee to pay for health insurance coverage the rate set in the applicable wage determination for H&W that is in effect on September 30, 2012, which rate will be implemented on October 1, 2012 and will remain in effect until throughout the remaining term of this Agreement.

Initials:

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[Redacted]
(b)(6)

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, costs or attorneys' fees and from any form of liability as a result of making any contributions or payments or otherwise complying with the requirements under this Article. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole responsibility shall be to make the contributions or payments in the amounts and manner herein provided, as designated by the Union. Nothing in this Agreement shall be construed as imposing upon Employer any tax obligation that may be due and owing by Employee, as such obligations will be borne by Employee alone. Employee agrees to indemnify and hold Employer harmless from any and all charges, demands, taxes, interest or other claims that may be made with respect to income tax that may payable.

PENSION FUND

Effective October 1, 2010 through the remained of this Agreement, the Employer shall pay to the employees directly in the form of a monetary payment, the sum of ninety cents per hour for all straight time hours worked only (and not for overtime, paid vacation, holidays, overtime hours, sick leave, or any other hours), for a maximum of 40 hours per week, for each eligible bargaining unit employee covered by this Agreement, for the employee to contribute to a designated 401k plan, IRA, or similar retirement fund.

Nothing in this Agreement shall be construed as imposing upon Employer any tax obligation that may be due and owing by Employee, as such obligations will be borne by Employee alone. Employee agrees to indemnify and hold Employer harmless from any

Initials: (b)(6)

and all charges, demands, taxes, interest or other claims that may be made with respect to income tax that may payable.

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, costs or attorneys' fees and from any form of liability as a result of making any contributions or payments or otherwise complying with the requirements under this Article. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; and none of the same shall have the authority to bind the Employer to any contract. The Employer's sole responsibility shall be to make the contributions or payments in the amounts and manner herein provided, as designated by the Union. Subject to the foregoing, this rate shall remain in effect throughout the life of this Agreement.

Initials:

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WAGES

Effective October 1, 2010, the following hourly wage scale will be in effect:

Security Officer: \$21.90

Effective October 1, 2011, the following hourly wage scale will be in effect:

Security Officer: \$22.55

Effective October 1, 2012, the following hourly wage scale will be in effect:

Security Officer: \$23.25

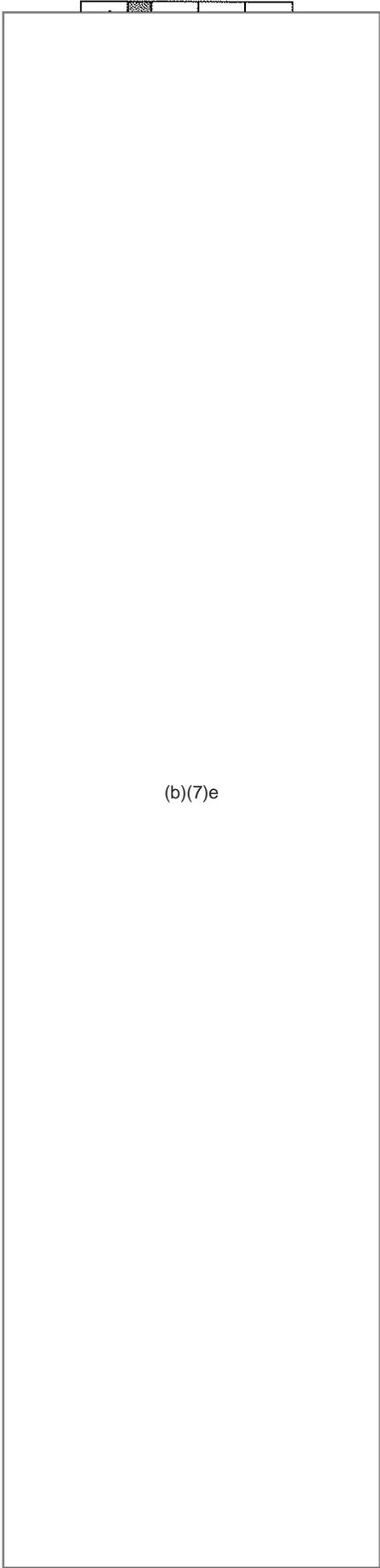
The Employer will continue its current practices when it comes to paying for time spent by security officers in training.

For the Union: (b)(6)

For: (b)(6) 16/10

Dated: 8-12-10

Initial: (b)(6)



(b)(7)e

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00013	3. EFFECTIVE DATE 07/18/2012	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 7865091090000		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	
		10B. DATED (SEE ITEM 13) 09/09/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K

Armed guard services for 555 New Jersey Avenue, 800 9th Street SW, 1250-80 Maryland Ave SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD, and 7820 Eastern Ave. NW, Wash., D. C.

COTR: Inspector Clyde Beatty (b)(6)

ACOTR: Inspector Chris Owens, (b)(6)
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. DATE SIGNED (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED 18 July 12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00013

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contracting Officer: M. D. Byrne, (b)(6)</p> <p>(b)(6)</p> <p>A. The purpose of this modification is to appoint Clyde Beatty COTR for the contract.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 2

2 AMENDMENT/MODIFICATION NO

3 EFFECTIVE DATE

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO (if applicable)

P00014

09/05/2012

6 ISSUED BY

CODE

OPO/FPS/EACCG/R11

7 ADMINISTERED BY (if other than Item 6)

CODE

OPO/FPS/EACCG/R11

NPPD/FPS/East CCG/Region 11/Group A
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
701 Market Street, Suite 4200
Philadelphia PA 19106

NPPD/FPS/East CCG/Region 11/Group A
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite (b)(6)
Attn: <<Enter Contract Specialist>>
Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

COASTAL INTERNATIONAL SECURITY, INC.
8198 TERMINAL ROAD
SUITE 204
LORTON VA 220791141

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

9C. MODIFICATION OF CONTRACT/ORDER NO
HSCEEC-10-A-00001

9D. DATED (SEE ITEM 13)

09/09/2009

CODE

7865091090000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4 (c)

D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K

Armed guard services for 800 9th Street SW, 300 7th Street SW, 1990 K Street NW, 1800 M Street NW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COTR: Inspector Clyde Beatty

ACOTR: Inspector Chris Owens,

Contracting Officer: M. D. By

(b)(6)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Eric A. Pohland, Sr VP

(b)(6)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael D. Byrne

15C. DATE SIGNED

7 SEP 12

16C. DATE SIGNED

7 Sept 12

(b)(6)

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Bilateral Modification P00014 under BPA HSCEEC-10-A-00001 is issued to note that the Government intends to enter into Ordering Period Three (period of performance from 1 Oct. 2012 to 30 Sept. 2013). The relevant CBA's for this performance period are #2009-3010 Rev. 3 and #2011-4500.</p> <p>B. CBA #2011-4500 has previously been provided on Modification P00010 dated 13 Sept. 2011. Revision 3 to CBA #2009-3010 is hereby incorporated (including CBA Addendum pages signed 30 Aug. 2012).</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

2. AMENDMENT/MODIFICATION NO: P00015
 3. EFFECTIVE DATE: 09/19/2012
 4. REQUISITION/PURCHASE REQ NO:
 5. PROJECT NO. (If applicable):
 6. ISSUED BY CODE: OPO/FPS/EACCG/R11
 7. ADMINISTERED BY (If other than Item 6) CODE: OPO/FPS/EACCG/R11

NPPD/FPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Federal Protective Service
 Office of Procurement Operations
 701 Market Street, Suite 4200
 Philadelphia PA 19106
 NPPD/FPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Ofc of Procurement Operations - FPS
 701 Market Street, Suite (b)(6)
 Attn: <<Enter Contract Specialist>>
 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141

9A. AMENDMENT OF SOLICITATION NO:
 9B. DATED (SEE ITEM 11):
 X 10A. MODIFICATION OF CONTRACT/ORDER NO:
 HSCREC-10-A-00001
 10B. DATED (SEE ITEM 13):
 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required):
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.222-43.
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible):
 GSA Contract #: GS-07F-0352K
 Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COFR: Inspector Clyde Beatty
 ACOTR: Inspector Chris Owens, (b)(6)
 Contracting Officer: M. D. By

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): (b)(6)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Michael D. Byrne
15C. DATE SIGNED: 9/20/2012	15D. UNITED STATES OF AMERICA: (b)(6)
	16C. DATE SIGNED: 20 Sept. 12

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00015

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Bilateral Modification P00014 under BPA HSCEEC-10-A-00001 was issued to note that the Government intends to enter into Ordering Period Three (period of performance from 1 Oct. 2012 to 30 Sept. 2013). The relevant CBA's for this performance period are #2009-3010 Rev. 3 and #2011-4500.</p> <p>B. The instant modification is issued to include the following notification: The Contractor must notify the Contracting Officer in writing on or within thirty (30) days after the date of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
 2 AMENDMENT/MODIFICATION NO: POC016
 3 EFFECTIVE DATE: 10/04/2012
 4 REQUISITION/PURCHASE REQ NO
 5 PROJECT NO (if applicable): 1 3

6 ISSUED BY CODE: OBO/EPS/EACCG/R11
 7 ADMINISTERED BY (if other than item 6) CODE: OBO/EPS/EACCG/R11
 NPPD/EPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Federal Protective Service
 Office of Procurement Operations
 701 Market Street, Suite 4200
 Philadelphia PA 19106
 NPPD/EPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Ofc of Procurement Operations - FPS
 701 Market Street, Suite (b)(6)
 Attn: <<Enter Contract Specialist>>
 Philadelphia PA 19106

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141
 9A AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 10A MODIFICATION OF CONTRACT/ORDER NO: HSCEEC-10-A-00001
 10B DATED (SEE ITEM 13): 09/09/2009
 CODE: 786509109000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4 (c)
 D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K
 Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COTR: Inspector Clyde Beatty
 ACOTR: Inspector Chris Owens,
 Contracting Officer: M. D. Byrne
 (b)(6)

Continued ...

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Michael D. Byrne
 15C. DATE SIGNED: 10/05/2012
 16C. DATE SIGNED: 9 Oct. 12
 15B. NAME AND TITLE OF SIGNED (Type or print)
 (b)(6)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00016

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 2 3

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. At no additional cost to either party as a result of this modification, bilateral Modification P00016 is issued to change the transmission format for Contractor and Protective Security Officer (PSO) data information from Extensible Markup Language (xml) format to an FPS-provided Microsoft Excel spreadsheet.</p> <p>B. As a result of paragraph A above, Paragraph C of Modification P00002 dated 15 Dec. 2009 is hereby revised as follows:</p> <p>From: "The contractor shall complete and certify an automated record that shows the name and issue dates for each contract employee having each and all legally required licenses, permits and certifications using Extensible Markup Language (xml) format."</p> <p>To: "Contractor shall use an FPS-provided spreadsheet template to transmit electronic Contractor and PSO information . The Contractor shall use an FPS-provided spreadsheet template to transmit electronic certification information. These templates require the Contractor to have access to and use of Microsoft Excel (2003 or more recent version) application."</p> <p>C. Section 3 of the SOW, "Authority, Jurisdictions, permits, Licenses and Adherence to Laws" is hereby revised to incorporate the following deliverable item:</p> <p>ITEM DUE ON OR BY REFERENCE</p> <p>Contractor and PSO Data Information Weekly: Monday by Close of Business (submission required only if changes to contractor and PSO data occurred during the preceding week)</p> <p>D. All other terms and conditions remain unchanged.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEEC-10-A-00001/P00016

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3 3

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 / 4

2. AMENDMENT/MODIFICATION NO. P00017 3. EFFECTIVE DATE 11/06/2012 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE OPO/FPS/EACCG/R11 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/EACCG/R11
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001
 10B. DATED (SEE ITEM 13) 09/09/2009

CODE 7865091090000 FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.222-43

D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K
 Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COTR: Inspector Clyde Beatt
 ACOTR: Inspector Chris Owen
 Contracting Officer: M. D.

(b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) Director, Business Operations / CA 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne

15B. DATE SIGNED 11-6-12 16B. DATE SIGNED 6 Nov. 12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEEC-10-A-00001/P00017

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)												
	<p>A. The purpose of this bilateral modification is to incorporate a wage rate adjustment in accordance with FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)." Per the negotiated agreement between Coastal and FPS, new hourly rates are established under the BPA HSCEEC-10-A-00001 representing the wage rates set forth in CBA 2009-3010 Rev. 1 and CBA 2011-4500.</p> <p>B. For Ordering Period Three (1 Oct. 2012 to 30 Sept. 2013) the new BPA wage rates are (b)(4) supervisor, (b)(4) productive, and (b)(4) AS.</p> <p>C. Only allowable items pursuant to FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)," were considered, such as increases in the wage rate, health and welfare, training, relief, pension, vacation, sick, holiday, and all applicable taxes.</p> <p>D. The total wage rate is hereby increased for Ordering Period Three under the BPA as follows:</p> <table border="1" data-bbox="402 1087 906 1333"> <thead> <tr> <th>From</th> <th>By</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>CLIN 3001 (Productive)</td> <td></td> <td></td> </tr> <tr> <td>CLIN 3002 (Supervisor)</td> <td>(b)(4)</td> <td></td> </tr> <tr> <td>CLIN 3003 (TAS)</td> <td></td> <td></td> </tr> </tbody> </table> <p>E. The total increase resultant from this wage adjustment for the period 1 Oct. 2012 through 30 Sept. 2013 under the BPA is (b)(4). This calculation is based on (b)(4) hours of Productive Guard and (b)(4) hours of Supervisor ordered under Call HSHQEC-13-F-00001.</p> <p>F. The total amount of funding provided for the wage rate increase will be \$411,163.04. This amount will be provided on Call HSHQEC-13-F-00001 for the period 1 Oct. 2012 to 30 Sept. 2013. The call will instruct the vendor on how to proceed with invoicing procedures.</p> <p>Continued ...</p>	From	By	To	CLIN 3001 (Productive)			CLIN 3002 (Supervisor)	(b)(4)		CLIN 3003 (TAS)						
From	By	To															
CLIN 3001 (Productive)																	
CLIN 3002 (Supervisor)	(b)(4)																
CLIN 3003 (TAS)																	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00017

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 3 4

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>G. Rates for Ordering Period Four are hereby increased as follows:</p> <p>Ordering Period Four</p> <p>CLIN 4001 (Productive)</p> <p>CLIN 4002 (Supervisor)</p> <p>CLIN 4003 (TAS)</p>				
	<p>H. The total (ceiling) value of the BPA CLINs is increased as shown below.</p> <p style="text-align: center;">From By To</p> <p>3001</p> <p>3002</p> <p>3003</p> <p>4001</p> <p>4002</p> <p>4003</p>				
	<p>I. The contractor agrees that there are no outstanding requests for equitable adjustment, claims or any other associated matters arising from this modification, (inclusive of attorney's fees, interest and other damages). Further, by acceptance of this modification, the contractor shall for itself, its successors and assigns, irrevocably reverse, release and forever discharge the Government, its officers, agents and employees, of and from all liabilities, promises agreements, controversies, damages, actions, causes of actions, suits, rights, demands, losses, debts, expenses, and claims, including but not limited to, attorney's fees, and costs, without reservations, whether known or unknown, whatsoever in law and/or in equity under arising out of or related to this modifications.</p>				
	<p>J. This modification constitutes the entire understanding between the parties and supersedes all prior communications, negotiations or Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00017

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>agreements between the parties pertaining to and a rising from this modification. Acceptance of this modification constitutes an accord and satisfaction, for both time and money, for all matters, without reservation, arising under this modification.</p> <p>K. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) by (b)(6)</p> <p>L. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 11/28/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7865091090000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001	10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COTR: Inspector Gerald Augustine

ACOTR: Inspector Ivan Torrence

Contracting Officer: M. D. Byrne



Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. U (b)(6)	16C. DATE SIGNED 28 Nov. 12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00018

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Unilateral Modification P00018 to BPA HSCEEC-10-A-00001 is issued to appoint Gerald Auguste as COR and Ivan Torrence as ACOR.</p> <p>B. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) or by e-mail (b)(6)</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 10

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00019 02/11/2013

6. ISSUED BY CODE OPO/FPS/EACCG/R11 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/EACCG/R11
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 8198 TERMINAL ROAD SUITE 204 LORTON VA 220791141
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x HSCCEC-10-A-00001
 10B. DATED (SEE ITEM 13) 09/09/2009
 CODE 7865091090000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K
 Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COTR: Inspector Gerald Auguste
 ACOTR: Inspector Ivan Torrence
 Contracting Officer: M. D. Byrne
 (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16B. DATE SIGNED
(b)(6)	2-12-13	Michael D. Byrne	(b)(6)
			14 Feb. 13

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>A. At no additional cost, this modification is issued to incorporate the requirements for Suitability Determination and Determination of Clearance of Individuals into the SOW.</p> <p>B. As a result of paragraph A above, the following will be incorporated within the SOW Exhibit 1A- Required Administrative Forms:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Form</td> <td style="width:15%;">SOW Reference</td> <td style="width:30%;">Form Title</td> <td style="width:40%;">Location</td> </tr> <tr> <td>OF-306</td> <td>17.3</td> <td>Declaration for Government</td> <td>Provided by Federal Employment</td> </tr> </table> <p>C. Section 17.3 "Suitability Determination", of the SOW is hereby deleted in its entirety and replaced with the following:</p> <p>Once a prospective contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to the COR:</p> <ul style="list-style-type: none"> - Contractor Information Worksheet - Two completed original Forms FD-258, Fingerprint Chart - DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act - Foreign National Relatives or Associates Statement - Lautenberg Amendment Statement - Signed e-Verify Confirmation Notice - OF-306, Declaration for Federal Employment - Following forms via e-QIP: <ul style="list-style-type: none"> o Standard Form(SF)85P, Questionnaire for Public Trust o Standard Form(SF)85P-S, Supplemental Questionnaire for Selected Positions <p>D. Section 18 of the SOW, "Security Clearance Requirements," is revised to incorporate the following: Continued ...</p>	Form	SOW Reference	Form Title	Location	OF-306	17.3	Declaration for Government	Provided by Federal Employment				
Form	SOW Reference	Form Title	Location										
OF-306	17.3	Declaration for Government	Provided by Federal Employment										

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>18.1.K Minimum investigative standards for access to Secret classified information will be a Minimum Background Investigation (MBI) check.</p> <p>E. This modification also incorporates the following clause into the contract:</p> <p>FAR 52.222-17 Nondisplacement of Qualified Workers (Jan 2013):</p> <p style="padding-left: 40px;">(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.</p> <p style="padding-left: 40px;">(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.</p> <p style="padding-left: 40px;">(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.</p> <p style="padding-left: 40px;">(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.</p> <p style="padding-left: 40px;">(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>within which the service employee must accept the offer of employment be less than 10 days.</p> <p>(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.</p> <p>(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.</p> <p>(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).</p> <p>(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of these exceptions.</p> <p>(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.</p> <p>(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.</p> <p>(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00019

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NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>days prior to performance completion.</p> <p>(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.</p> <p>(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.</p> <p>(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.</p> <p>(2) A copy of any record that forms the basis for any exemption claimed under this part.</p> <p>(3) A copy of the service employee list provided to or received from the contracting agency.</p> <p>(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.</p> <p>(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00019

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NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>in 29 CFR part 9.</p> <p>Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.</p> <p>(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.</p> <p>(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.</p> <p>(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.</p> <p>(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Contractor ...</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.</p> <p>(1) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures--</p> <p>(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;</p> <p>(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and</p> <p>(3) The recordkeeping requirements of paragraph (f) of this clause.</p> <p>(End of clause)</p> <p>F. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>pertains to itself, its successors and assigns and that this modification constitutes the complete agreement of the parties. same.</p> <p>G. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE</p> <p>Period of Performance: 10/01/2009 to 09/30/2014</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00020 03/12/2013
 6. ISSUED BY CODE OPO/FPS/EACCG/R11 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/EACCG/R11,

NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106
 NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 COASTAL INTERNATIONAL SECURITY, INC.
 8198 TERMINAL ROAD
 SUITE 204
 LORTON VA 220791141
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSCEEC-10-A-00001
 10B. DATED (SEE ITEM 13) 09/09/2009
 CODE 7865091090000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
 Armed guard services for 800 9th Street SW, 300 7th Street SW, in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COR: Inspector Victor Gooding
 ACOR: Inspector Chris Owens, (b)(6)
 Contracting Officer: M. D. By

A. Unilateral Modification P00020 to BPA HSCEEC-10-A-00001 is issued to appoint Victor
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Michael D. Byrne
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. (b)(6) 16C. DATE SIGNED
 (Signature of person authorized to sign) 13 March 13

NAME OF OFFEROR OR CONTRACTOR
COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Gooding as COR and Chris Owens as ACOR.</p> <p>B. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) or by e-mail (b)(6).</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2 AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 07/17/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable) 1 2
6. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106		CODE OPO/FPS/EACCG/R11	7 ADMINISTERED BY (if other than item 6) NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: <<Enter Contract Specialist>> Philadelphia PA 19106	CODE OPO/FPS/EACCG/R11
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COASTAL INTERNATIONAL SECURITY, INC. 6101 Fallard Drive Upper Marlboro MD 20772		CODE 7865091090000	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO. (x)
				9B. DATED (SEE ITEM 11)
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEEC-10-A-00001
				10B. DATED (SEE ITEM 13) 09/09/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

GSA Contract #: GS-07F-0352K
Armed guard services for 800 9th Street SW in Washington, DC, 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COR: Inspector Victor Gooding
ACOR: Inspector Chris Owens, (b)(6)
Contracting Officer: M. D. Byrne

A. Modification P00021 to BPA HSCEEC-10-A-00001 is issued incorporate a new mailing
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Business Operations/CA	15C. DATE SIGNED 7-17-13	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne	16C. DATE SIGNED 17 July 13
---	-----------------------------	--	--------------------------------

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEEC-10-A-00001/P00021

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NAME OF OFFEROR OR CONTRACTOR
 COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>address for the contractor:</p> <p>Coastal International Security, Inc. 6101 Fallard Drive Upper Marlboro, MD 20772</p> <p>B. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) by e-mail at (b)(6)</p> <p>C. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5. PROJECT NO (if applicable)
 P00022 09/03/2013

6. ISSUED BY CODE OPO/FPS/EACCG/R11 7. ADMINISTERED BY (if other than Item 6) CODE OPO/FPS/EACCG/R11

NPPD/FPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Federal Protective Service
 Office of Procurement Operations
 701 Market Street, Suite 4200
 Philadelphia PA 19106

NPPD/FPS/East CCG/Region 11/Group A
 U.S. Dept. of Homeland Security
 Ofc of Procurement Operations - FPS
 701 Market Street, Suite (b)(6)
 Attn: <<Enter Contract Specialist>>
 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)
 COASTAL INTERNATIONAL SECURITY, INC.
 6101 Fallard Drive
 Upper Marlboro MD 20772

(x) 9A. AMENDMENT OF SOLICITATION NO
 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO
 HSCEEC-10-A-00001

10B. DATED (SEE ITEM 13)
 09/09/2009

CODE 7865091090000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-0352K
 Armed Guard Services for 10903 New Hampshire Ave (White Oak Campus), Silver Spring, MD and 20400 Century Blvd., Germantown, MD.

COR: Inspector Victor Gooding

ACOR: Inspector Chris Owens, (b)(6)

Contracting Officer: M. D. Byrne

A. Bilateral Modification P00022 under BPA HSCEEC-10-A-00001 is issued to note that the Continued ...

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

(b)(6)	Business Operations	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael D. Byrne
	15C DATE SIGNED 9-5-13	16B (b)(6)
		16C DATE SIGNED 5 Sept 13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEEC-10-A-00001/P00022

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

COASTAL INTERNATIONAL SECURITY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government intends to enter into Ordering Period Four (period of performance from 1 Oct. 2013 to 30 Sept. 2014). The relevant CBA for this performance period is #2011-4500.</p> <p>B. CBA #2011-4500 has previously been provided on Modification P00010 dated 13 Sept. 2011.</p> <p>C. Any questions concerning this modification should be addressed to M. D. Byrne, Contracting Officer, U.S. Department of Homeland Security, National Protection and Programs Directorate (NPPD), Federal Protective Service (FPS), who can be reached by telephone at (b)(6) or by e-mail at (b)(6).</p> <p>D. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 10/01/2009 to 09/30/2014</p>				