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

1. REQUISITION NUMBER
PAGE 1 OF 361

2. CONTRACT NO. HSHQC6-12-D-00001
3. AWARD/ EFFECTIVE DATE 2/10/2012
4. ORDER NUMBER
5. SOLICITATION NUMBER HSHQC6-11-R-00001
6. SOLICITATION ISSUE DATE 08/12/2011

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Marcus Mason
b. TELEPHONE NUMBER (817) 649 6224 (No collect calls)
8. OFFER DUE DATE/LOCAL TIME ET

9. ISSUED BY CODE OPO/FPS/SPECI

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc. of Procurement Operations - FP
701 Market Street, Suite 4200
Attn: Patricia Campbell
Philadelphia PA 19106

10. THIS ACQUISITION IS
☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
NAICS: 561612 ☐ HUBZONE SMALL BUSINESS ☐ SOLE SOURCE
SIZE STANDARD: $18.5 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
12. DISCOUNT TERMS Net 30
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE 000000

VARIOUS LOCATIONS

16. ADMINISTERED BY CODE OPO/FPS/EACCG/R6

NPPD/FPS/East CCG/Region 6
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
1901 North Highway 360, Ste. 500
Grand Prairie TX 75050-1412

17a. CONTRACTOR/ OFFEROR CODE 9672764400000 FACILITY CODE

VENDTECH-SGI LLC
Attn: ROBERT BYERS
6858 OLD DOMINION DRIVE
SUITE 307
MCLEAN VA 22101-3832

TELEPHONE NO. 703-821-6777 Ext.31

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE NPPD-FPS-REGION

DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Attn: NPPD-FPS-Region 06
Williston VT 05495-1279

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
	This Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is issued for Armed Protective Security Officer (PSO) Services throughout the states of Iowa, Kansas, Missouri, and Nebraska in support of FPS Region 6. This award hereby incorporates by reference VendTech-SGI, LLC final proposal dated 10 January 2012 in response to solicitation No. HSHQC6-11-R-00001 with all amendments. This contract has a minimum guarantee of (b)(4) hours of basic PSO services which will be funded on subsequent task order *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
To be funded on individual task orders

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 1 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

30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)

30b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6)

30c. DATE SIGNED 10 Feb 2012

31a. Patricia D. Marvil

31b. NAME OF CONTRACTING OFFICER (Type or print) Patricia R. Campbell

31c. DATE SIGNED 2/10/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	issued hereunder. The period of performance for this IDIQ contract will remain in effect from 01 June 2012 to 30 November 2017 if all option periods are exercised. Specific periods of performance will be identified on individual task orders issued hereunder. Accounting and appropriations data will be specified on individual task orders. The contract ceiling amount for this award is (b)(4) and the contract ceiling labor hours is (b)(4) inclusive of all options. The following attached documents are hereby incorporated into the IDIQ: 1. Statement of Work 2. Exhibits 3. Terms and Conditions 4. Collective Bargaining Agreements a. United Government Security Officers of America Local #20 b. International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local #249 c. International Union, Security, Police and Fire Professionals of America (SPFPA), and its Local 777/778 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

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

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

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

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

41a. 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

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	COTR: Sharon Byram (b)(6) CS: Adam Reynos CO: Ben Morrow (b)(6) CO: Marcus Maso DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2017				
0001	Basic Services - Iowa Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002	Basic Services - Kansas Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0003	Basic Services - Missouri Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	
0004	Basic Services - Nebraska Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0005	Temporary Additional Services (TAS) - Throughout Region 6 Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0006	Emergency Security Services (ESS) - Throughout Region 6 Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Other Direct Costs (ODCs) in Support of COOP - Throughout Region 6, Not-to-Exceed (NTE) $100,000.00 Obligated Amount (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)		100,000.00	
1001	Basic Services - Iowa Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			0.00
1002	Basic Services - Kansas Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
1003	Basic Services - Missouri Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
1004	Basic Services - Nebraska Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
1005	Temporary Additional Services (TAS) - Throughout Region 6 Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
1006	Emergency Security Services (ESS) - Throughout Region 6 Amount: (b)(4) Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
1007	Other Direct Costs (ODCs) in Support of COOP - Continued ...	(b)(4)		100,000.00	0.00

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Throughout Region 6, Not-to-Exceed (NTE) $100,000.00 Amount: $100,000.00(Option Line Item) 03/01/2013 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2001	Basic Services - Iowa Amount: (b)(4) Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			0.00
2002	Basic Services - Kansas Amount (b)(4) Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2003	Basic Services - Missouri Amount (b)(4) Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2004	Basic Services - Nebraska Amount (b)(4) Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2005	Temporary Additional Services (TAS) - Throughout Region 6 Amount: (b)(4) Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2006	Emergency Security Services (ESS) - Throughout Region 6 Amount (b)(4) (Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
2007	Other Direct Costs (ODCs) in Support of COOP - Throughout Region 6, Not-to-Exceed (NTE) Continued ...	(b)(4)		100,000.00	0.00

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$100,000.00 Amount: $100,000.00(Option Line Item) 03/01/2014 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
3001	Basic Services - Iowa Amount: (b)(4) ption Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
3002	Basic Services - Kansas Amount: (b)(4) Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
3003	Basic Services - Missouri Amount (b)(4) Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
3004	Basic Services - Nebraska Amount: (b)(4) Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	0.00
3005	Temporary Additional Services (TAS) - Throughout Region 6 Amount: (b)(4) (Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
3006	Emergency Security Services (ESS) - Throughout Region 6 Amount: (b)(4) Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
3007	Other Direct Costs (ODCs) in Support of COOP - Throughout Region 6, Not-to-Exceed (NTE) $100,000.00 Continued ...	(b)(4)		100,000.00	0.00

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $100,000.00(Option Line Item) 03/01/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4001	Basic Services - Iowa Amount: (b)(4) (Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4002	Basic Services - Kansas Amount: (b)(4) Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4003	Basic Services - Missouri Amount: (b)(4) Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4004	Basic Services - Nebraska Amount (b)(4) (Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4005	Temporary Additional Services (TAS) - Throughout Region 6 Amount (b)(4) (Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4006	Emergency Security Services (ESS) - Throughout Region 6 Amount: $ (b)(4) Option Line Item) 03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
4007	Other Direct Costs (ODCs) in Support of COOP - Throughout Region 6, Not-to-Exceed (NTE) $100,000.00 Amount: $100,000.00(Option Line Item) Continued ...	(b)(4)		100,000.00	0.00

(b)(4)

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	03/01/2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
5001	Basic Services - Iowa 6 Month Extension Period Pursuant to Far 52.217- Amount: (b)(4) Option Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5002	Basic Services - Kansas 6 Month Extension Period Pusuant to Far 52.217-8 Amount: (b)(4) ption Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5003	Basic Services - Missouri 6 Month Extension Period Pursuant to Far 52.217- Amount: (b)(4) Option Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5004	Basic Services - Nebraska 6 Month Extension Period Pursuant to Far 52.217- Amount: (b)(4) Option Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	0.00
5005	Temporary Additional Services - Throughout Regio 6 6 Month Extension Period Pursuant to Far 52.217- Amount: (b)(4) Option Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
5006	Emergency Security Services (ESS) - Throughout Region 6 6 Month Extension Period Pursuant to Far 52.217- Amount (b)(4) ption Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00

Continued ...

NAME OF OFFEROR OR CONTRACTOR
VENDTECH-SGI LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5007	Other Direct Costs (ODCs) in Support of COOP - Throughout Region 6, Not-to-Exceed (NTE) $50,000.00 6 Month Extension Period Pursuant to Far 52.217-8 Amount: $50,000.00(Option Line Item) 03/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD The total amount of award: $311,524,873.60. The obligation for this award is shown in box 26.	(b)(4)		50,000.00	0.00

STATEMENT OF WORK
Protective Security Force Service Requirements

Federal Protective Service
U.S. Department of Homeland Security

July 2010

Protective Security Force Service Requirements
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1 Introduction

1.1 General Information

1.1.1 This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) to provide Protective Security Officer (PSO) services at . FPS considers the working title of PSO as equivalent to the Department of Labor (DOL) labor category Guard II. The Occupational Safety and Health Administration (OSHA) considers PSOs as first responders (awareness level).

1.1.2 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, files and any other resources necessary to accomplish PSO 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

1.1.3 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".

1.1.4 All references to citizenship and locations within the United States also include the United States Territories and Commonwealth.

1.1.5 Homeland Security Acquisition Regulation (HSAR) 3052.209-76 generally prohibits the DHS from entering into a contract for security officer services with any business concern owned, controlled, or operated by an individual convicted of a serious felony.

1.2 Information Regarding FPS

1.2.1 FPS is the security and law enforcement component of the Department of Homeland Security, National Protection and Programs Directorate. FPS is responsible for protecting federally owned or leased facilities. The FPS mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime, or disorder.

1.2.2 Protective Security Officers (PSO) have a crucial and highly visible role in support of the FPS mission. They are usually the first (and sometimes only) contact visitors have with the Federal community. PSOs are usually the first line of defense at a federally controlled facility. Visitors and federal employees perceive the contract PSOs 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 continuously perform their duties in a courteous and professional manner, in full compliance with this SOW.

1.3 Acronyms

1.3.1 This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term in the Solicitation/Contract that has an acronym, the acronym will appear next to the term in parentheses (). Below is a list of the acronyms that appear in the Solicitation/Contract:

AED	Automatic External Defibrillator
CCV	Closed Circuit Vision
CFR	Code of Federal Regulations
CM	Contract Manager
CO	Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Department of Homeland Security
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DSS	Defense Security Service
EOD	Entry on Duty
e-QIP	electronic Questionnaires for Investigation Processing
e-Verify	employment eligibility Verification System
ESS	Emergency Security Services
FAR	Federal Acquisition Regulation
FMR	Federal Management Regulation
FPS	Federal Protective Service
GED	General Equivalency Diploma
HSAR	Homeland Security Acquisition Regulation
ICE	Immigration and Customs Enforcement
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Administration
NIOSH	National Institute for Occupational Safety and Health
NISPOM	National Industrial Security Program Operating Manual
NPPD	National Protection and Programs Directorate
NRC	Nuclear Regulatory Commission
PIV	Personal Identity Verification
PSO	Protective Security Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SGIM	Security Guard Information Manual
SOW	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor
TAS	Temporary Additional Services

1.4 Regulations and Other Applicable Documents

1.4.1 Government regulations and FPS policies contain the basic procedures for the operation, maintenance, and protection of property. The Contractor will use the following list of primary regulations and related procedures. The Contracting Officer (CO) will provide the Contractor with any supplementary regulations in effect and will incorporate modifications to the contract as necessary.

1.4.2 The Contracting Officer's Technical Representative (COTR) shall furnish an Officer's Duty Book containing complete duty instructions for each post. Post Desk Book shall remain on Government property. Contractor and contract employees shall not reproduce in any manner, any content of a Post Desk Book, unless specifically authorized in writing by the COTR.

1.4.3 The Contractor shall furnish a separate loose-leaf binder for each post or screening station (collection of posts) to provide Contractor-related information/policies/directives to the PSOs.

1.4.4 Post Desk Book, Post Orders, and any supplemental memoranda, directives, or other information are Sensitive But Unclassified/Law Enforcement Sensitive information. The Contractor and its employees shall not disclose this or any other operational information to individuals outside of the FPS/Contractor community. The Officer's Duty Book shall remain on Government property. The Contractor and its employees shall not reproduce or copy the contents of the Officer's Duty Book in any manner unless authorized in writing by the COTR.

1.4.5 Federal Management Regulation (FMR) 41 Code of Federal Regulations (CFR) 102-74 regulates the allowable conduct of all persons entering in or on property under the charge and control of the General Services Administration. Posted placards citing FMR 41 CFR 102-74 are at all applicable locations.

1.5 Security Guard Information Manual (SGIM)

1.5.1 SGIM handbook contains the information all PSOs and supervisors must read and be familiar with prior to assuming duties under this contract.

1.5.2 The COTR shall give the Contractor one (1) electronic copy of the SGIM at the pre-performance meeting held shortly after contract award.

1.5.3 The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government.

2 Contract Transition

2.1 Phase-In

2.1.1 A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities. The government will allow a maximum of - day start up from the time of the award of the contract to the initial start of performance.

2.1.2 If the Contractor intends to recruit the existing workforce, the Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. If there is no interference with the contract employees' assigned duties (e.g., during "off hours" or during breaks or meal periods), the Contractor may notify the predecessor Contractor's employees of the date that the Contractor will be assuming services. The Contractor may also distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty. The Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

2.1.3 The Contractor shall provide weekly transition status report during the transition period specified in Section 2.1.1 to address the items specified in Section 3.2.

2.2 Phase-Out of Contract and Continuity of Services

2.2.1 The Contractor shall provide a list with the total number and names of employees performing on the contract with any applicable suitability and certification expiration dates, and the employee seniority list when requested by the COTR. Prior to contract expiration and after the award of a follow-on contract, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor Contractor.

2.2.2 After the award of a new contract, the outgoing Contractor shall provide personnel records, including, but not limited to training, medical, suitability, and security records to the incoming Contractor. The outgoing Contractor shall provide these records to the successor at least 45 days prior to date of contract expiration. The Government reserves the right to inspect all documentation provided to the incoming Contractor.

2.2.3 Failure to provide all records to the successor Contractor as required may result in FPS withholding of final payment until completion of this action and may negatively impact the outgoing Contractor's performance evaluation.

2.3 Conferences and Meetings

2.3.1 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 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.

2.3.2 During the performance of the contract the CO, COTR, and the Contractor shall meet at minimum annually to discuss all relevant contract issues. All parties shall make a mutual effort to resolve all identified problems. The Contractor will prepare written minutes of these meetings for signature by the Contractor and the CO. The CO will incorporate a copy of the minutes into the contract file. Should the Government not concur with the minutes, the Government shall state, in writing to the Contractor, any areas of clarification or disagreement within seven (7) calendar days after receipt of the meeting minutes and include the comments in the contract file.

3 Plans

3.1 General

3.1.1 Each plan submitted in accordance with Section 3 is subject to the review and acceptance of the Government. The Government reserves the right to requests revision to the submitted plan(s) if the plan(s) fail to adequately address the minimum required content as set forth in the SOW and/or if the plan will not be effective in meeting minimum requirements of the contract.

3.2 Transition Plan

3.2.1 The Contractor shall provide a transition plan to the CO and COTR within seven (7) calendar days after contract award, and weekly status and progress reports detailing the transition. At a minimum, the Plan shall address:

3.2.1.1 Staffing

- Staffing Levels
- Process for Transitioning Predecessor Employees (if applicable)
- Recruitment of New Employees
- Strategy for Providing Post Coverage During Breaks and Meal Periods
- Reserve Force Implementation
- Emergency Security Service (ESS) Implementation
- Supervisory Plan Implementation
- Key Personnel to include resumes and contact information
- Roles of Management and Administrative Personnel on Contract
- Organizational Chart

3.2.1.2 Communications

- Methods
- Protocols
- Equipment

3.2.1.3 Inventory & Equipment

- Maintenance
- Accountability
- Weapons

- Ammunition

3.2.1.4 Detailed Calendar

- Daily and Weekly Transition Events over the Transition Period
- Procurement Timeline for Equipment and Uniforms

3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel Clearances
- Transition Events
- Equipment and Uniform Purchases

3.3 Training Plan

3.3.1 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.

3.3.2 The Plan shall address:

- Strategy for Meeting Training Requirements including any assumptions made by the Contractor for the timely scheduling of Government provided training
- Proposed Training and Qualifications Schedule Schedules
- Weapons Transition Training (if applicable)
- Locations
- Coordination with FPS
- Class Staffing Levels
- Sources of Third Party Training
- Sources of Training Equipment

3.4 Quality Control Plan

3.4.1 The Contractor shall provide the CO and COTR a detailed Quality Control Plan within 15 calendar days of contract award.

3.4.2 The Contractor's Quality Control Plan shall address:

- Type, Level, and Frequency of Contractor's Quality Control Actions
- Inspection Checklists
- Reward and Incentive Program
- Discipline Procedures
- Deficiencies Reported to the COTR
- Reports

3.5 Contingency and Continuity of Operations (COOP) Plan

3.5.1 The Contractor shall provide the CO and COTR a detailed COOP Plan within 15 calendar days of contract award.

3.5.2 The COOP Plan shall identify the provisions made for the acquisition of necessary personnel, resources, and/or supplies, if necessary, for the continuity of operations until resumption of normal operations.

3.5.3 The COOP Plan must, at a minimum, address and identify:

- Identifying and Tracking Emergencies and Pandemics
- Tracking Impact of Emergencies and Pandemics on the Workforce
- Compliance with Applicable OSHA Regulations
- Realignment and Augmentation of Resources to Ensure Meeting of Contractual Requirements to Include:
    - Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
    - Any time lapse associated with the initiation of the acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
    - The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
    - Prioritization and deployment of a limited or dwindling workforce
    - Educating and protecting of workforce to minimize operational impacts
    - Acquisition, storage, and distribution of personal protective equipment
- Communication with Workforce and Government to Include:
    - Any established alert and notification procedures for mobilizing identified “critical Contractor service personnel”
    - Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
    - Any associated changes needed to the Contractor’s information technology infrastructure to support the contract in an emergency

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

4.1 General Information

4.1.1 The Contractor bears the sole burden for obtaining and renewing all legally required licenses and permits as specified by the applicable federal, state, and/or local regulating agencies. The Contractor shall possess ALL licenses required to perform services under this effort.

4.1.2 The Contractor shall NOT seek the Governments assistance or interference in the receipt of legally required licenses and permits.

4.1.3 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 COTR prior to any PSO standing post and provide any revised licenses or permits during the contract term.

4.1.4 The incoming Contractor shall NOT impede or impose on the existing Contractor licenses in place. FPS will not recognize the transition of the existing licenses to the incoming Contractor until the specific day the new Contractor assumes staffing of posts.

4.1.5 Failure by the Contractor to obtain all required licenses for the company and/or the contract employees prior to PSOs standing on post will be grounds for possible contractual actions including but not limited to termination for cause.

4.1.6 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 cause. FPS

will consider instances of a PSO standing post without valid licenses and permits in the name of the Contractor as an "Open" post.

4.1.7 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.

4.1.8 The Contractor shall complete, certify, and maintain written records that show names and issue dates for each contract employee having each and all legally required licenses, permits, training, and certifications.

4.1.9 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. 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 cause. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

4.2 State and Local Requirements

4.2.1 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 Contractor will be performing services to:

4.2.1.1 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 any PSO standing post.

4.2.1.2 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 security officer services specified under this contract.

4.2.1.3 Obtain all licenses and permits required for each PSO and supervisor to serve as an armed PSO with the authority to hold and detain individuals suspected of committing crimes.

4.2.2 Notwithstanding the minimum age requirement cited elsewhere in the SOW, the Contractor must follow Federal, state and/or local licensing requirements for contract employees. In most areas the minimum age requirements for armed security officer personnel is 21 years of age.

4.2.2.1 In the event that there is a legal licensing requirement regarding the minimum age for a PSO which exceeds 21 years of age that requirement shall take precedence over the contract's stated acceptable minimum age.

4.3 Carriage of Licenses and Permits

4.3.1 Armed PSOs 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.

4.3.2 Failure by an armed PSO to carry a valid firearm certificate or permit while on duty shall result in immediate notification to Contractor with a request for remedy. Failure to produce the certificate or permit may result in CO direction to the Contractor to remove the PSO from post until such time that the certificate or permit is in the PSOs possession.

4.3.3 Unless prohibited by law, PSOs must have the ability to travel to and from their duty station with their weapons. All armed officers shall carry permit or proper state certification to carry weapons off-site.

4.4 Licensing Fees

4.4.1 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.

4.4.2 Where the federal, state, or local regulating agencies require contract employees to individually apply for and pay the associated fees for licenses and/or permits, the Contractor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.

5 Qualifications of Personnel

5.1 General Information

5.1.1 The Contractor shall not employ illegal or undocumented aliens as PSOs for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.

5.1.2 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:

5.1.2.1 Be a citizen of the United States of America or a Unites States Territories and Commonwealth. 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.

5.1.2.2 Have a Social Security Card issued and approved by the Social Security Administration.

5.1.2.3 Education: Received either a High School Diploma or a General Equivalency Diploma (GED) from an accredited institution recognized by the U.S. Department of Education (the Contractor can review school-level accreditation sources at the following website: http://www2.ed.gov/about/offices/list/ous/international/usnei/us/edlite-students.html).

5.1.2.4 Met ***one*** of the following experience/education requirements:

- Three years of security experience within the past five years; or
- Three years of military or National Guard (active duty or reserve) experience; or
- Successful completion of a state certified Police Officer's Standard Training (POST) course; or
- Any reasonable combination of the above.

5.1.3 All PSOs shall speak English fluently, read and comprehend written English, and compose coherent written reports in English.

5.1.3.1 Bi-lingual PSOs may be an asset to the Contractor.

5.1.3.2 The Government may require PSOs to possess proficiency in a specific language on certain posts and will indicate this requirement in the Post Exhibit (Exhibit 1).

5.1.4 Each PSO and supervisor serving as an armed PSO must annually complete a signed and dated Lautenberg Amendment Statement/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.

5.1.5 If at any time during the performance of the contract a Contractor becomes aware of disqualifying criteria/standards of an FPS contract PSO, as set forth in the SOW, the Contractor shall immediately remove the individual from work under the contract and notify the COTR.

5.2 Medical And Physical Qualifications

5.2.1 General Information

5.2.1.1 The Contractor shall ensure all uniformed employees working under the contract meet the medical and physical requirements described in the following sections.

5.2.1.2 The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described in the SOW, with any reasonable accommodation. If one of the Contractor's employees alleges that the employee has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense. The COTR shall review all reasonable accommodation documentation to ensure that it is complete and in compliance with the contract.

5.2.1.3 The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (42 USC 12101-12213), the Rehabilitation Act of 1973 (29 USC 790-794), and the applicable OSHA Occupational Safety and Health Standards (29 CFR 1910).

5.2.1.4 The Contractor shall not separately price medical and physical evaluations and drug screening within the contract's Schedule of Services and Prices. The Contractor shall factor all costs associated with providing these requirements into its proposed price for PSO services.

5.2.2 Medical Standards

5.2.2.1 The Contractor shall require all of its employees, who are prospective FPS contract PSOs, 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. A licensed physician shall administer the examinations and document the results on a PSO Medical Questionnaire (Exhibits 7A & 7B).

5.2.2.2 The Contractor shall fully and accurately complete Sections 2 and 3 of the PSO Medical Questionnaire based on the medical standards and essential job functions set forth in the contract. All PSOs (productive and supervisory) must meet the health certification requirements listed in the PSO Medical Questionnaire.

5.2.2.3 If an employee of the Contractor claims that the employee 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 PSO shall work under the contract until the COTR reviews and approves the certificate and medical documentation for compliance with the contract.

5.2.2.4 All contract employees must meet the following medical standards:

5.2.2.4.1 **Vision**: Applicant must have binocular vision and must not test less than 20/30 (Snellen). An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level is medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaeger chart. Applicant must have normal color vision.

5.2.2.4.2 **Hearing**: Applicant average hearing at the 500, 1000, 2000, and 3000 Hertz (Hz) must be less than or equal to 25 decibels. Applicant hearing at the 4000 and 5000 Hz must be less than or equal to 45 decibels. If there is a difference in hearing between the applicant's ears (in excess of 15 decibels at the 500-3000 Hz range or in excess of 30 decibels at the 4000-5000 Hz range), the Applicant must receive a test for sound localization. Applicant shall not have ear disorders affecting equilibrium. Applicant may use a hearing aid.

5.2.2.4.3 **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.

5.2.2.4.4 **Cardiovascular System**: Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor. Applicant aerobic capacity is a minimum 9 MET or 31.5 ml/kg min VO2 Max.

5.2.2.4.5 **Chest and Respiratory System**: Individual must have a healthy respiratory system and receive an evaluation and clearance for the use of disposable particulate respirators meeting N95 standards as established by the National Institute for Occupational Safety and Health (NIOSH). Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.

5.2.2.4.6 **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.

5.2.2.4.7 **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.

5.2.2.4.8 **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.

5.2.2.4.9 **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.

5.2.2.4.10 **Hematology System**: Any hematological condition characterized as chronic, 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.

5.2.2.4.11 **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.

5.2.2.4.12 **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.

5.2.2.4.13 **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.

5.2.2.4.14 **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.

5.2.2.4.15 **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.

5.2.3 **Physical Demands**

5.2.3.1 PSOs must to be physically able to perform the following tasks or functions in the performance of their assigned duties:

5.2.3.1.1 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.

5.2.3.1.2 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).

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

5.2.3.1.4 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.

5.2.3.1.5 Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.

5.2.3.1.6 Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

5.2.3.1.7 Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or/resuscitation while waiting for arrival of paramedics or other emergency personnel).

5.2.3.1.8 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.).

5.2.3.2 The Contractor shall remove individuals deemed incapable of performing the above tasks or functions from the contract.

5.2.3.3 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.

5.2.4 **Initial and Recurring Screening for Illegal Drugs**

5.2.4.1 As part of the initial and recurring medical examination, all contract employees must submit to a urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/ mL):

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

5.2.4.2 The Contractor shall perform random drug screening of 10% of the security force assigned to this contract over a 12-month period.

5.2.4.3 The Contractor shall provide quarterly reports detailing the frequency and results of the random drug screening to the COTR on the 10th calendar day of each month following the conclusion of a quarter.

5.2.4.4 PSOs must resubmit to a urine drug screening upon renewal of physical forms every three (3) years.

5.2.4.5 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 are available via the Internet at www.health.org/GDLNS-94.htm or http://wmcare.samhsa.gov.

5.2.4.6 The Government strongly urges the Contractor 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 http://wmcare.samhsa.gov. SAMHSA updates the list on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor must verify that the laboratory's methodology conforms to SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

5.2.4.7 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. If SAMHSA does issue guidelines on alternative drug screening methods, the Government reserves the right to modify the contract to permit the use of those methods.

5.2.4.8 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 force services contract. Because most drugs metabolize within a short period (ranging from several hours to several days), the

Contractor ***shall not*** permit any applicant to take multiple tests in order to receive an acceptable reading.

5.2.5 Government Requested Screening

5.2.5.1 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 and/or when the Contractor independently identifies circumstances where probable cause exists.

5.2.5.2 The Contractor shall conduct targeted screenings in a similar fashion to random screenings, with the exception that the CO will advise the Contract Manager in writing that the Government requests a drug screening of a specific contract employee. Upon receipt of the written request, the Contract Manager shall arrange for the test as soon as possible, but no later than three (3) 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 Section 5.2.4.

5.2.5.3 Contract employees who undergo targeted urine drug screenings may continue working under the contract until the Contractor receives the test results. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the Government requested targeted 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. The Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

5.2.5.4 The Government will permanently disqualify any contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances listed in Section 5.2.4 from working under this or any other FPS security force services contract. Because most drugs metabolize within a short period (ranging from several hours to several days), the Contractor ***shall not*** permit any employee to take multiple tests in order to receive an acceptable test result.

5.3 Suitability

5.3.1 Suitability Requirements

5.3.1.1 All personnel performing directly or indirectly on this contract may have the requirement to pass a suitability determination conducted by the Government. After award of the contract and prior to permitting any contract employees to work under the contract, the Contractor is responsible for ensuring that at a minimum, the Contract Manager, Supervisors, Training Instructors, Quality Assurance personnel, PSOs, and all other company officers that visit the work sites, receive formal suitability adjudication by FPS. Contractor personnel will not be able to perform under this contract until receiving a favorable suitability determination.

5.3.1.2 For planning purposes, the standard processing time is generally 30 calendar days and the Contractor should plan paperwork submissions accordingly.

5.3.1.3 The Contractor shall have all key personnel provide the required information and documents to the COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 The Government shall make all Contractor suitability determinations in accordance with the criteria outlined in 5 CFR 731.202.

5.3.1.5 The Contractor is responsible for renewing their employees' suitability clearance prior to its expiration.

5.3.1.6 The Contractor must remove any contract employee working under the contract after the expiration of his/her suitability clearance until FPS makes a new favorable suitability determination.

5.3.1.7 The Contractor shall submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.

5.3.1.8 The Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS will return illegible or incomplete forms submitted by the Contractor. Returned forms will result in delays in the adjudication process. 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.

5.3.1.9 The Contractor shall use an electronic employment eligibility verification system (e-Verify) designated by the Secretary of Homeland Security to verify the employment eligibility of:

- All persons hired during the contract term by the Contractor to perform employment duties within the United States
- All persons assigned by the Contractor to perform work within the United States on the Federal contract

5.3.1.10 Contractors shall use local, state, or Federal law enforcement sources to obtain readable fingerprints on the fingerprint cards. The Government encourages the Contractor to go to locations that use electronic fingerprint scanning machines.

5.3.1.11 The CO shall have the express authority to prohibit any employee from performing under the contract until the employee comes into full compliance with all suitability criteria.

5.3.1.12 The Contractor is responsible for <u>all</u> costs associated with obtaining and renewing the suitability for each affected contract employee. The Contractor must factor all costs

associated with this requirement into the Contractor's hourly rate, as the Government will not pay separately for these itemized costs.

5.3.2 **Suitability Determination**

5.3.2.1 Once a prospective contract employee applies for a position and receives a favorable evaluation by the Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each contract employee:

- Contractor Information Worksheet;
- Two (2) completed original Forms FD-258, "Fingerprint Chart;"
- The following forms via e-QIP:
  - DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act"
  - Foreign National Relatives or Associates Statement
  - Lautenberg Amendment Statement
  - Standard Form 85P
  - Standard Form 85P-S
  - Signed e-Verify Confirmation Notice

5.3.2.2 Any investigation conducted by or for another federal agency on an individual that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements if the investigation occurred within the past five (5) years.

5.3.2.3 Any investigation conducted by or for another federal agency on an individual whose scope is less than that required for the position and meets the investigation requirements of the position is eligible for upgrade if the investigation occurred within the past five (5) years.

5.3.2.4 For contract employees cleared through this process while employed under a predecessor contract, the suitability determination made under the previous contract will carry over to the new contract.

5.3.2.5 The Government may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three (3) of the past five (5) years. In such cases the FPS retains the right to deem the individual as ineligible due to insufficient background information.

5.3.2.6 FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees. FPS may, as it deems appropriate, authorize and grant a temporary decision to employees of the Contractor.

5.3.2.7 Issuance of a temporary decision to any contract employee shall not be an assurance that FPS will grant full suitability.

5.3.2.8 The granting of either temporary or full suitability shall in no way prevent, preclude, or bar the later withdrawal or termination of any such suitability by the Government.

5.3.3 **Entry on Duty Decision**

5.3.3.1 FPS 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.

5.3.3.2 FPS 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.

5.3.3.3 The Contractor shall not consider the granting of a favorable EOD decision as assurance that a full employment suitability authorization will follow as a result thereof.

5.3.3.4 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 FPS, at any time during the term of the contract.

5.3.3.5 The Contractor shall not allow any contract employee unescorted access to a Government facility without a favorable EOD decision or suitability determination by FPS.

5.3.3.6 Contract employees assigned to the contract not needing access to sensitive information or recurring access to Government facilities will not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision may begin training for work on the contract provided they do not access sensitive Government information. Limited access to Government facilities 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.

5.3.4 **Unfavorable Determination**

5.3.4.1 If through the suitability investigation FPS finds a contract employee to be unsuitable to work under the contract, FPS shall immediately advise the Contractor that the employee cannot work under the contract. The Contractor shall in turn immediately remove the affected employee from the contract.

5.3.4.2 The contract employee or the Contractor may appeal the suitability determination to the CO. In such cases that the Contractor proceeds with the hiring process, it is at their own risk until the Government issues a final determination of the contract employee's suitability.

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

5.3.4.4 Disqualifying information includes but is not limited to the following:

- Conviction of a felony, a crime of violence, or a serious misdemeanor;
- Possessing a record of arrests for continuing offenses;
- Falsification of information entered on suitability background investigation forms.

5.3.4.5 FPS will provide the Contractor an opportunity to refute, explain, clarify, or mitigate unfavorable or derogatory information uncovered during the suitability process. Individuals receiving an ineligible determination will receive formal notification that details the reason(s) for the determination.

5.3.5 Favorable Determination

5.3.5.1 After FPS makes a favorable adjudication, the contract employee is suitable to work under the contract for five (5) years (if nothing occurs within the five (5)-year period that would render the contract employee unsuitable for continuing performance under the Contract).

5.3.5.2 The Contractor shall immediately (within 12 hours of incident or notification) 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).

5.4 Security Clearances

5.4.1 General Information

5.4.1.1 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 Contract Security Classification Specification (DD Form 254), or other written notification.

5.4.1.2 FAR 52.204-2 applies to the extent that this contract involves access to information classified and Special Access Program .

5.4.1.3 The DHS determined that the performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) access sensitive DHS information and may require access to classified National Security Information (herein known as classified information).

5.4.1.4 In addition to meeting the FPS background suitability check described in the SOW and Exhibit 1, the contract and some task order(s) may require security clearances.

5.4.1.5 Where requirements for such clearances exist, contract employees shall be subject to a background investigation by the Government prior to working at the site.

5.4.1.5.1 Any investigation conducted by or for another federal agency on a Contractor or individual that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements of the investigation prescribed in the National Industrial Security Program Operating Manual (NISPOM).

5.4.1.5.2 Any investigation conducted by or for another federal agency on a Contractor or individual whose scope is less than that required for the position and meets the investigation requirements of the position is eligible for upgrade if the investigation is in accordance with the investigation requirements prescribed in the NISPOM.

5.4.1.6 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.

5.4.1.7 In all areas requiring a Department of Defense (DOD), DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available NISPOM and the Security Agreement (DD Form 441).

5.4.1.8 This publication is available 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).

5.4.1.9 Application forms required for DOD personnel security clearances are available from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at www.nrc.gov.

5.4.2 **Security Clearance Requirements**

5.4.2.1 If the contract requires access to classified information, the Contractor will abide by the requirements set forth in the DD Form 254 and the NISPOM for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service (DSS). Failure by the Contractor to properly follow these procedures

will result in revocation of clearance and termination for cause.

5.4.2.2 The Contractor and all applicable personnel shall receive clearances pursuant to the Defense Industrial Security Regulations, or other applicable regulations.

5.4.2.3 Contract employees may not work at the classified post until receiving a Visit Authorization Letter, for the individual employee or receiving a final clearance from Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency.

5.4.2.4 If the contract performance requires access to classified information and the Contractor selected for award does not possess a facility security clearance that is equal to the level for work on this contract as specified in Section 5.4.1.2, DHS will sponsor the firm for the facility clearance. If the Contractor does not receive a facility clearance prior to the date by which PSOs are to stand post, DHS may terminate the contract for the convenience of the Government.

5.4.2.5 The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected contract employee. The Contractor must factor all costs associated with this requirement into the Contractor's hourly rate, as the Government will not pay separately for these itemized costs.

5.4.3 Determinations of Clearance for Individuals

5.4.3.1 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. Each designated employee must complete all applicable forms.

5.4.3.2 The investigative standard for access to Secret classified information will be a National Agency Law with Credit (NACLC).

5.4.3.3 The minimum investigative standard for access to Top Secret classified information will be a Single Scope Background Investigation (SSBI).

5.4.3.4 The Contractor shall to only submit security packages on prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS.

5.4.3.5 The Government may not be able to complete a satisfactory background investigation on applicants/employees not residing the United States for three (3) of the past five (5) years. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

5.4.4 Interim Personnel Clearance Level

5.4.4.1 The Government may routinely grant applicants for SECRET clearances an interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements.

5.4.4.2 Non-United States citizens are not eligible for access to classified information on an interim basis.

5.4.4.3 DHS will not accept interim TOP SECRET clearances.

5.4.5 **Denied Clearances**

5.4.5.1 The Government shall provide the Contractor an opportunity to refute, explain, clarify, or mitigate unfavorable or derogatory information uncovered during the course of the investigation. Individuals receiving an ineligible determination will receive formal notification that details the reason(s) for the determination.

5.4.5.2 If the Government determines that a prospective employee is ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not work under the contract at those locations that require a security clearance.

5.4.5.3 The contract employee or the Contractor may appeal the denied clearance determination to DSS.

5.4.5.4 In such cases that the Contractor proceeds with the hiring process, it is at their own risk until the Government issues a final determination of the contract employee's clearance.

5.4.6 **Issued Clearances**

5.4.6.1 The Contractor shall notify the COTR in writing via a Visit Authorization Request within five (5) calendar days of receipt of authorization for employees eligible for assignment to classified areas.

5.4.7 **Corporate Security Officer**

5.4.7.1 The Contractor shall appoint an individual 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.

5.4.7.2 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 CO will inform the Contractor in writing of the proper action necessary in order to effect compliance with such requirements.

5.4.7.3 The Contractor must notify the Security Office of all terminations and resignations within five (5) calendar days of occurrence.

6 Training

6.1 General Information

6.1.1 All PSOs and uniformed supervisors working under this contract must complete the following training and pass the required written examination. The Government may honor certifications for contract PSOs and uniformed supervisors who worked under the predecessor contract and who maintain valid certification credentials that meet current contract requirements. The Contractor must maintain adequate proof of the prior training (e.g., a valid, legible copy of a Training Certificate).

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

6.1.3 The Contractor may proceed with Contractor provided training at their own risk while awaiting results of the suitability adjudication process, with the exception of the FPS Written Exam and Government provided training. The Contractor may schedule required Government provided training and testing/qualifying with FPS during the waiting period.

6.1.4 The Contractor shall provide all training for primary and any additional or less-than-lethal weapons used under the contract.

6.1.5 The Contractor shall provide to each uniformed contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

6.1.6 The required Training Syllabi are in the Exhibits to this SOW.

6.1.7 The Contractor is responsible for 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) and shall include such costs in their price.

6.1.7.1 Currently certified FPS contract PSOs required to attend any training, testing, or examination to maintain their FPS certification status, including weapons transition training, shall receive compensation in accordance with the applicable Service Contract Act, Department of Labor prevailing wage determination, or collective bargaining agreement.

6.1.7.2 For pay purposes, the Government considers time spent by certified contract PSOs in training and testing as the equivalent of time spent standing post.

6.1.7.3 Contractor shall apply the payment requirements of the Fair Labor Standards Act for pre-certification training provided by the Contractor.

6.1.8 During Contractor provided training it is incumbent upon the Contractor to ensure the students are not presenting a disruption to the class by repeated lateness, absences, or

disrespectful behavior, such as sleeping or talking during instruction. Such behavior indicates that the student may not be suitable for holding a position as a PSO at a Federal facility.

6.1.9 During Government provided training, the Instructor will notify the Contractor of instances where students are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking during instruction. Such behavior will result in the Instructor removing the student from training.

6.1.10 The Contractor shall factor all costs associated with providing training into its proposed price for PSO services or transition as applicable.

6.2 Training Schedule

6.2.1 The Contractor shall provide to the COTR a monthly training schedule by the 10th of the previous month before the date of the training session. 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.

6.2.2 The Contractor is responsible for scheduling and coordinating with FPS for the Government provided training courses, the written examinations, and weapons qualifications.

6.3 Training Certifications

6.3.1 The Contractor shall certify to the Government the successful completion of all training requirements for individual uniform contract employees in accordance with Section 7.2.

6.3.2 The Contractor shall maintain paper or electronic copies of all training certification documentation in its personnel files and provide copies to the CO or COTR at anytime during normal business hours upon request and without advance notice.

6.4 Training Requirements by Position

6.4.1 Protective Security Officers

6.4.1.1 All productive and supervisory PSOs working under this contract must take the required training as outlined in the exhibits.

6.4.1.2 The required PSO training includes both recurring and "one-time only" courses. The one-time only courses are courses that upon successful completion, the employee does not repeat during the contract term. One-time only courses are:

- Initial Weapon Training (Exhibit 4C)
- Basic Training (Exhibit 4B)
- ~~Computer Based Screener Training (Exhibit 4H)~~

- Orientation Training (Exhibit 4G)
- Screener Training (Exhibit 4I)
- Written Exam (Section 6.5)
- Supervisory Training (Exhibit 4F)

6.4.1.3 Each contract employee, whether productive or supervisory, must take and complete 40 hours of Contractor provided 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 4E.

6.4.2 **Supervisory PSOs**

6.4.2.1 All uniformed supervisors working under this contract must successfully complete all training and testing requirements established for PSOs under Section 6.4.1.

6.4.2.2 All uniformed supervisors must complete nine (9) hours of supervisory training based on a Contractor provided Supervisory Training Manual.

6.5 Written Examination

6.5.1 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.

6.5.1.1 This exam will test the Contractor's employees' familiarity with and understanding of the information contained in the SGIM. The test's 50 multiple-choice questions come directly from the SGIM.

6.5.1.2 The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

6.5.2 If a contract employee does not pass the examination on the first attempt, the employee may have one (1) additional attempt within 90 days from the date of the first failed attempt to pass the written examination.

6.5.2.1 If the contract employee fails after the second attempt, the employee must wait one (1) year to re-train and re-take the examination.

6.5.2.2 The failing contract employee shall not work under any FPS contract during that one-year waiting period.

6.5.2.3 If a contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, the employee must wait one (1) year to re-train

and re-take the examination and shall not work under any FPS contract during that one-year waiting period.

6.5.2.4 After the one (1) year suspension period, the Contractor shall consider the employee a new hire; conduct the required basic training, initiate suitability, and schedule a written exam with FPS.

6.6 Weapons Training and Qualification

6.6.1 General Information

6.6.1.1 If the weapon platform required under this contract is different from the PSO's previous qualification, the Contractor is responsible for providing 40 hours of firearms training.

6.6.1.2 Prior successful training completion by the contract employee shall not exempt the contract employee from the semi-annual range qualification requirements.

6.6.1.3 Unless prohibited by state or local law, the Contractor shall conduct all weapons range training and qualifications using current Immigration and Customs Enforcement (ICE) targets only. The Contractor shall furnish an adequate supply of targets for weapons qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning, the Contractor shall use a shot timer.

6.6.1.4 The Contractor shall provide the necessary weapons, ammunition, and any required range equipment such as barricades, hearing and eye protection, etc., for training and qualifications. The Contractor and their employees must adhere to all the rules and regulations at firing ranges and other training facilities. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

6.6.1.5 For firearms training and qualification, all contract PSOs shall wear their duty uniform to include body armor, footwear, issued gun belt, holster, and keepers.

6.6.2 Initial Weapons Training

6.6.2.1 The Contractor is responsible for providing 40 hours of weapons training prior to sending the contract employees to a firing range for the initial range qualification test session. Of the 40 hours, eight (8) hours will be classroom training on firearms, eight (8) hours intermediate weapons training, and 24 hours will be actual training/shooting time on a firing range/firing line exclusive of any waiting or down time spent off of the fining line.

6.6.2.2 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.

6.6.3 Initial and Semi-Annual Firearms Qualification

6.6.3.1 The contract employee must qualify using their duty ammunition.

6.6.3.2 Each firearms qualification "session" consists of no more than two (2) attempts to qualify. If unsuccessful on the first qualification attempt, the second attempt must occur immediately after the first attempt. A qualifying score is 80% or better (Exhibit 4C).

6.6.3.3 The employee cannot commence working on contract until successfully achieving a qualifying score.

6.6.3.4 FPS personnel or an FPS-trained representative must the witness firearms qualifications for contract employees in order for the qualifications to be valid for the purposes of this contract.

6.6.3.5 The Contractor shall ensure that all contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course semi-annually.

6.6.3.6 Successful firearms range qualification by contract employees as part of a state or local firearms permit/license issuance process shall not be an acceptable replacement or substitute for the semi-annual firearms qualification required by this contract.

6.6.4 Failure to Qualify

6.6.4.1 If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session.

6.6.4.2 Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor shall document all remedial training given to enable the employee to pass the firearms course in the employee's personnel file.

6.6.4.3 The Contractor is responsible in determining what training the employee will complete in order to successfully qualify.

6.6.4.4 After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (two [2] attempts) at qualification by the employee.

6.6.4.5 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 semi-annually qualify on the course.

6.6.5 Less-Than-Lethal Refresher Training

6.6.5.1 The Contractor shall conduct annual refresher training for any less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stuns weapons, etc.), equipment, or devices.

6.6.5.2 In addition to the requirement to conduct initial and annual refresher training for these intermediate weapons, 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.

6.6.6 **Other Weapons**

6.6.7

6.7 Government Provided Training

6.7.1 Scheduling of Government Provided Training and Testing

6.7.1.1 The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government will only schedule this training after contract award.

6.7.1.2 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 COTR.

6.7.2 Orientation Training

6.7.2.1 PSOs and uniformed supervisors must receive FPS Orientation Training before standing post.

~~6.7.3 Computer Based Screener Training~~

~~6.7.3.1 All uniformed contract employees must receive Computer Based Screener Training and must take and pass a Government-administered examination to demonstrate the ability to recognize threat items before standing post.~~

~~6.7.3.2 If a contract employee does not pass the examination on the first attempt, the employee may have one (1) additional attempt within 90 days from the date of the first failed~~

attempt to pass examination after attending the Computer Based Screener Training a second time.

6.7.3.3 If the contract employee fails after the second attempt, the employee must wait one (1) year to re-train and re-take the examination.

6.7.3.4 The failing contract employee shall not work under any FPS contract during that one-year waiting period.

6.7.3.5 If a contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, the employee must wait one (1) year to re-train and re-take the examination and shall not work under any FPS contract during that one-year waiting period.

6.7.3.6 After the one (1) year suspension period, the Contractor shall consider the employee a new hire.

6.7.4 **Screener Training**

6.7.4.1 All uniformed contract employees must receive Screener Training and must take and pass a Government-administered practical examination to demonstrate the ability to perform screening and patrol and response functions before standing post.

~~6.7.4.2 The employee must successfully complete the Computer Based Screener Training before attending the Screener Training course.~~

6.7.4.3 The Contractor employee must demonstrate the ability to perform duties of the Patrol and Response Post with 80% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.

6.7.4.4 The Contractor employee must demonstrate ability to perform duties of Metal Detector Operator (Walk Through and Hand-held Metal Detector) with 80% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.

6.7.4.5 The Contractor employee must demonstrate ability to perform duties of X-ray Machine Operator with 80% accuracy; detection and identification of dangerous weapons and/or prohibited items with 100% accuracy.

6.7.4.6 If a contract employee does not pass the practical examinations on the first attempt, the employee may have one (1) additional attempt within 90 days from the date of the first failed attempt to pass examination after attending the Screener Training a second time.

6.7.4.7 If the contract employee fails after the second attempt, the employee must wait one (1) year to re-train and re-take the examination.

6.7.4.8 The failing contract employee shall not work under any FPS contract during that one-year waiting period.

6.7.4.9 If a contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, the employee must wait one (1) year to re-train and re-take the examination and shall not work under any FPS contract during that one-year waiting period.

6.7.4.10 After the one (1) year suspension period, the Contractor shall consider the employee a new hire.

6.7.5 **Recurrent Training**

6.7.5.1 All uniformed contract employees must annually attend this computer based Recurrent Training and must take and pass a Government-administered examination to demonstrate the ability to recognize threat items.

6.7.5.2 If a contract employee does not pass the examination, the employee cannot work on the contract until successfully passing this course.

6.7.5.3 If the contract employee does not pass the examination on the first attempt, the employee may have one (1) additional attempt within 30 days from the date of the first failed attempt to pass examination after attending the computer based Recurrent Training a second time.

6.7.5.4 If the contract employee fails after the second attempt, the employee must wait one (1) year to re-train and re-take the examination.

6.7.5.5 The failing contract employee shall not work under any FPS contract during that one-year waiting period.

6.7.5.6 If a contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, the employee must wait one (1) year to re-train and re-take the examination and shall not work under any FPS contract during that one-year waiting period.

6.7.5.7 After the one (1) year suspension period, the Contractor shall consider the employee a new hire.

6.8 First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) Training

6.8.1 PSOs must possess and maintain valid/current certification for First Aid/CPR/AED, from American Red Cross (ARC) or the American Heart Association (AHA).

6.8.2 Training and certification must include a full-course curriculum for adult, youth, and infant modules, conducted by certified instructors, in accordance with ARC or AHA guidelines

6.8.3 Government requires CPR/AED course(s) to provide practical application exercises (hands-on training).

6.8.4 Contractor is responsible for scheduling, obtaining, and covering all accociated costs.

in accordance with

6.8.5 PSOs must recertify ~~annually regardless of~~ ARC or AHA certification periods.

6.8.6 PSOs must possess, on their person while on duty, a valid/current (original or photocopy) First Aid/CPR/AED certification card from ARC or AHA.

6.9 Other Special Training

6.9.1 The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the duties and functions of the PSOs required in this contract. The Contractor shall factor all costs associated with providing specialized training required by state or local jurisdictions into its offering prices.

6.9.2 The Government reserves the right to order additional unanticipated "special training" under this contract for the term of the contract. The additional training may be either Government provided or Contractor provided.

6.9.2.1 The Government will immediately notify the Contractor and identify the additional "special training" requirements.

6.9.2.2 Any requests for equitable adjustment (if any) arising from the additional special training shall be provided to the Contracting Officer for consideration. Any such requests shall include the total amount of the adjustment and a supporting price breakdown which details how the Contractor calculated the adjustment and any assumptions by the Contractor.

6.9.2.3 The Government will evaluate requests for equitable adjustment. The adjustment(s) are subject to negotiation to ensure that they are fair and reasonable.

6.9.2.4 For pay purposes, the Government considers time spent by certified PSOs in additional "special training" as the equivalent of time spent standing post.

7 Documentation, Certifications, and Files

7.1 Documentation Requirements

7.1.1 Prior to working under the contract the Contractor must have documentation that every supervisor and PSO has:

7.1.1.1 Received a favorable preliminary adjudication from FPS

7.1.1.2 Passed the medical examination

7.1.1.3 Completed the required training

7.1.1.4 Passed the required examination(s)

7.1.1.5 Reached at least 21 years of age

7.1.1.6 Received either a High School Diploma or a GED from an accredited institution recognized by the U.S. Department of Education

7.1.1.7 Met ***one*** of the experience/education requirements

7.1.1.8 Annually completed (signed and dated) Lautenberg Amendment Statement/Domestic Violence certification

7.1.1.9 Met all other qualification criteria to be an FPS contract PSO as identified in this SOW

7.2 Electronic Certifications

7.2.1 The Contractor shall complete and certify an automated record that includes the name of each contract employee and the issue dates for each and all of their legally required licenses, permits, training, and certifications, using an FPS provided Extensible Markup Language (xml) template. This template requires that the Contractor have access to and the use of the Microsoft InfoPath (2003 or 2007 version) application (Exhibit 5).

7.2.2 The Contractor shall submit PSO certifications via electronic mail transmission to an internet address provided by the COTR. The Contractor is responsible to ensure all contract security officer certification information provided meets all legal and contractual certification requirements prior to the PSO standing on post.

7.2.3 The Contractor shall submit all updated certification information on any contract employee no later than seven (7) calendar days after completion of any certification related requirement.

7.2.4 FPS shall not reimburse the Contractor for services rendered by a PSO lacking appropriate licenses, permits, training, and certifications.

7.3 Personnel Filing System

7.3.1 Organization of Files

7.3.1.1 The Contractor shall maintain personnel files on-site for all employees who work under this contract. The files shall reside at the Contractor Manager's office and available to the Government immediately upon request.

7.3.1.2 The Contractor may maintain either a hard copy (paper) file or a computerized system (scanned documents) containing all the training, certification, licensing, and permit information required in SOW. All paper and electronic documents must be legible.

7.3.1.3 The Contractor shall maintain all personnel files for a minimum of five (5) years after contract closeout (upon receipt of release of claims).

7.3.1.4 The Contractor shall organize and label the files to facilitate ease of auditing by the Government.

7.3.1.5 Each PSO's file must contain an original or copy (electronic or paper) of the following information:

A. DHS 11000-6 *Non-Disclosure Agreement*
B. Photograph (current)
C. National Security Information Clearance Letter
D. Driver's License/State Identification
E. Proof of Education (High School Diploma or GED)
F. Suitability Decision Letters (including date current suitability expires)
G. Verified Alien/Immigration Status (I-9 or e-Verify certificate)
H. Lautenberg Amendment/Domestic Violence Statement (annual)
I. Medical Certification[1] (PSO Medical Questionnaire, every 3 years)
J. Mandatory Pre-Employment Drug Screening
K. Post-Employment Drug Screenings (random or cause directed)
L. CPR Certification (annual)
M. AED Certification (annual)
N. First Aid Certification (every 3 years)
O. Initial Weapons Training
P. State Weapons Permit and Renewal (as required)
Q. Sate Security Officers Certification and Renewal (as required)
R. Local Permits and Renewals (as required)
S. Baton Certification (annual)
T. OC Spray Certification (annual)
U. Contactor Provided Basic Training
V. Contractor Provided Recurring Training (every 3 years)
W. Orientation Training (8 hours)
X. Computer Based Screener Training (8 hours)
Y. Screener Training (8 hours)
Z. Firearms Qualifications Witnessed by FPS employee (semi-annual)
AA. FPS Recurrent Training (annual)
BB. Supervisory Training for each Supervisory PSO (9 hours)
CC. Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions Committed Under Contract
DD. Copies of Commendations, Awards, and Letters for Any Work Performed Under Contract

7.3.2 **Audit of Personnel Files**

7.3.2.1 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.

7.3.2.2 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.

[1] Contractor may file medical information separately form general personnel files to ensure privacy of the individuals

8 Waivers and Deferments

8.1 General Information

8.1.1 In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO in agreement with the COTR may temporarily defer the time frames for required training, testing, or equipment before a contract employee can work under the contract. The Contractor must request all such deferments in writing to the CO. The deferment request shall cite the specific reasons for the temporary deferment and the Contractor's detailed plan of action including timeline(s) to achieve full compliance with the contract requirements. The deferment request shall not exceed 120 calendar days.

8.1.2 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.

8.1.3 The Government may be entitled to consideration, monetary or otherwise for granted deferments.

8.1.4 Under no circumstances shall a contract employee work under a temporary deferment without the CO's written consent. If the CO grants a temporary deferment for the time frame requested by the Contractor, the Contractor shall abide by that time frame and, upon expiration of the temporary deferment deadline date, shall remove from the contract those employee(s) not completing the training/testing requirements.

8.2 Medical Standards

8.2.1 The Government shall not grant any waivers or deferments of the medical standards.

8.3 Testing Procedures

8.3.1 The Government shall not grant waivers to the testing procedures.

8.4 Adjudication and Clearance Requirements

8.4.1 The Government shall not grant waivers or deferments to adjudication and clearance requirements.

8.5 Permanent Waivers

8.5.1 The Government shall not issue permanent waivers to any requirements.

9 Required Services

9.1 Order of Precedence

9.1.1 The PSOs shall perform the services as prescribed the documents below. In the event of an inconsistency between documents, the following order of precedence applies:

- Contract (including any associated task orders)
- Post Orders
- Officer's Duty Book (including FPS Operating Orders, Standard Operating Procedures, and the Facility Occupant Emergency Plan)
- Security Guard Information Manual (SGIM)

9.2 Security Officer Post Assignment Record

9.2.1 PSOs shall perform all tasks in accordance with the duties outlined on the Security Officer Post Assignment Record (Post Orders), prepared by FPS for each post. The Post Orders define the specific duties that the PSOs are to perform.

9.2.2 The PSOs shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR.

9.2.3 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.

9.2.4 Only the CO can make 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.

9.2.5 The CO will direct these changes through a written modification to the contract or task order.

9.2.6 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 the Contractor should provide any requested changes pending issuance of a contract or Task Order modification.

9.3 Typical Duties

9.3.1 PSO will perform a variety of security-related duties, depending on the type of posts assigned. Each post will have the Post Orders and an Officer's Duty Book.

9.3.2 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 there is an eight (8) hour non-duty period between work periods or granted an exception by the COTR.

9.3.3 PSOs must be thoroughly familiar with the Post Orders at their assigned posts. Under no circumstance should any PSO neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

9.3.4 Off-going PSOs shall provide a brief to on-coming PSOs of the recent, continuing, or anticipated events and occurrences for the post.

9.3.5 PSOs shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during their tour of duty. PSOs will perform their duties in a professional manner, with the PSOs responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

9.3.6 PSOs shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, AED, 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.

9.3.7 Each PSO 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 facility tenants and visitors upon inquiry.

9.4 Access Control Posts

9.4.1 The purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas. PSOs shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel. PSOs shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

9.4.2 When required by the Post Orders, PSOs shall control individuals attempting to gain access to the facility by verifying identification.

9.4.3 When required by the Post Orders, PSOs shall control vehicular access to the facility by verifying identification.

9.4.4 When required by the Post Orders, PSOs shall control delivery access to the facility by verifying identification, bill of ladling, manifest, and cargo.

9.5 Visitor Processing Posts

9.5.1 PSOs 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 subject to appropriate personnel and package screening.

9.6 Screening Posts

9.6.1 PSOs will be responsible for operating all security equipment on post, such as X-ray machines, metal detectors, and closed circuit vision (CCV). No PSO shall work on any post containing security equipment without prior training on that specific equipment.

9.6.2 PSOs 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. PSOs may conduct these inspections using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance. PSOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

9.6.3 PSOs will conduct and record performance tests of security equipment as directed in the Post Orders. Conduct of these performance tests may be daily, weekly, or monthly on security equipment such as walkthrough and hand-held metal detectors, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices.

9.7 Patrol & Response Posts

9.7.1 PSOs 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 officers will serve as the first responder (awareness level) to all security alarms and emergencies occurring within the area of assignment.

9.7.2 PSOs shall adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

9.8 Control Center Operations

9.8.1 PSOs assigned to Control Center Operations Posts serve as the central point for all communication and information entering/ leaving the facility, as well as operate and monitor security and safety systems. This post also serves as the emergency contact for local first responders (fire, police, and emergency medical personnel).

9.9 Traffic Control

9.9.1 When required by the Post Orders, PSOs will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. PSOs 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.

9.10 Receipt, Use and Safeguarding of Keys

9.10.1 Based on the Post Orders and coordination with the COTR, PSOs will be responsible for receiving and using keys and access control devices (i.e., "key cards," lock combinations) issued for the security forces' use. PSOs shall safeguard and secure keys and access control devices secured as sensitive assets and as directed by Post Orders. All keys and access control devices are the property of the Government and returned to the issuing agency at the termination of the contract or when no longer needed for the performance of the contract.

9.10.2 PSOs shall not remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. The Contractor shall immediately report to FPS any instance of missing, lost, unusable, and or stolen keys or access control devices.

9.11 Security and Safety Systems

9.11.1 PSOs shall monitor and operate facility 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 facility equipment located on or near the post, in accordance with the Post Orders.

9.11.2 When an alarm sounds, the PSO shall immediately report and record the incident as required by the Post Orders.

9.11.3 PSOs shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.

9.11.4 PSOs shall <u>immediately</u> notify their supervisor, the COTR, and the FPS MegaCenter if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

9.11.5 During emergencies, PSOs may have the requirement to perform simple emergency-related functions that activate or deactivate facility systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches, as prescribed in the Post Orders.

9.12 Rules and Regulations Governing Conduct on Federal Property

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

9.13 Physical Security, Law, and Order

9.13.1 PSOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. PSOs 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.

9.14 Hazardous Conditions

9.14.1 In accordance with procedures in the Post Orders, PSOs 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.

9.14.2 PSOs must remain vigilant to observe and provide emergency response to a variety of hazards. Upon witnessing or discovery of the release of a hazardous substance or the occurrence of a hazardous condition, PSOs must prepare to activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

9.15 Response to Injury or Illness

9.15.1 PSOs 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 facility or on the grounds.

9.16 Additional Duties

9.16.1 PSOs 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.

9.16.2 PSOs shall not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.

9.16.3 There is no requirement or expectation that PSOs provide any facility systems services except the very basic functions as prescribed in the Post Orders.

9.17 Reports, Records, and Testimony

9.17.1 PSOs 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. The Contractor shall retrieve DHS 3155s (Offense and Incident Report) and prohibited items reports from each post and submit these reports for the previous week to the COTR every Monday by 10:00 a.m. or as otherwise directed by the COTR.

9.17.2 While on duty, PSOs shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS MegaCenter and, when possible, to the COTR. Whenever possible, PSOs should 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.

9.17.3 PSOs may receive a requirement to testify in various judicial proceedings on behalf of the Government. PSOs 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.

9.17.3.1 PSOs required to make a court appearance shall receive remuneration from the Contractor at the same hourly rate they would earn while on duty, and in turn, the Government shall remunerate the Contractor.

9.17.3.2 The Contractor may submit a request for equitable adjustment for the actual hours the PSO spent at court (including transit times from the duty station to the court), whether or not the PSO testified.

9.17.3.3 Unless otherwise required by the COTR, contract employees scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.

9.17.3.4 The Contractor shall provide qualified contract PSOs to fulfill post requirements affected by contract employees testifying on behalf of the Government.

9.18 Civil Disturbances

9.18.1 PSOs shall perform other functions that 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 facilities or on the grounds under the control of the Government.

9.19 Emergencies

9.19.1 In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the lead PSO shall take action at the direction of or in coordination with the COTR, to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as required in the Occupant Emergency Plan.

9.19.2 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.

9.19.3 There shall be no additional cost charged the Government for the diversion, and there shall be no penalty to the Contractor for the normal daily work not completed and otherwise scheduled. PSOs shall report incidents of this nature in accordance with procedures outlined in the Officer's Duty Book. Upon resolution of the situation, contract employees should return to their assigned posts and duties.

9.20 Primary Security Responses

9.20.1 In some situations, PSOs may have to act independently as the primary security response until law enforcement assistance arrives.

9.21 Protective Security Officer Post Arrival & Departure

9.21.1 FPS utilizes a Post Tracking System (PTS) as an electronic validation of post staffing. The Contractor's PSOs will call into the PTS upon arriving at and departing from a designated post using an assigned personal identification number and the post identification number as reflected in the Post Orders. The Government will provide the Contractor with the necessary personal identification numbers after receiving certification and testing data for the employee.

9.21.2 PSOs providing relief will call into and out of the PTS at each post relieved as directed by the Post Orders using an assigned personal identification number and the post identification number as reflected in the Post Orders.

9.21.3 PSOs working TAS/ESS posts will call into the PTS upon arriving at and departing from a designated post using an assigned personal identification number and the post identification number as reflected in the Post Orders.

9.21.4 PSOs must call into PTS within <u>15 minutes</u> of the scheduled post start time or PTS will alert that the post is open and the Contractor will not receive credit for payment purposes.

9.21.5 If a PSO calls into PTS later than the scheduled post start time, the Contractor will only receive credit for payment purposes for the time that PSO is on post.

9.21.6 If a PSO calls into PTS and FPS determines that the PSO does not have the qualifications to work the post due to the lack of certification or clearance requirements, the Contractor will not receive credit for payment purposes for the time that PSO is on post.

9.21.7 The Contractor will provide a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. Note that the receipt of a memorandum of explanation does not guarantee that FPS will accept the explanation or issue credit for payment purposes.

9.21.8 The Government will reconcile the Contractor's monthly invoice with monthly reports generated from PTS data for payment purposes.

9.22 Use of DHS Form 139

9.22.1 The Government will accept the use of the DHS Form139 under the following conditions:

- COTR or CO determine that accessible, functioning telephone service is unavailable
- COTR or CO determine that PTS is temporarily unavailable
- COTR or CO determines an unforeseen circumstance beyond the control of the Contractor or the Government precludes the use of PTS.

9.22.2 The Contractor's employees shall sign-in using their personal identification number and name when reporting for work and shall sign-out when leaving using the DHS Form 139. PSOs who patrol between facilities will sign in and out at each facility 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/ ESS posts will record "TAS/ ESS" in the "Post" column. Relief PSOs shall sign in and out at each post visited as directed by the Post Orders.

9.22.2.1 Contract employees must complete each successively lower line on the DHS Form139 in chronological order without exception; leaving no lines blank among signatures in any period and using no more than one line to enter a calendar date for separating individual workdays.

9.22.2.2 Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and the Contractor will not receive credit for payment purposes. If errors in signatures, times, post numbers, or duty status occur on the DHS Form139, the contract employee should draw a single line through the entire line on which such mistakes appear and use the next line immediately below (or following on subsequent sheets) 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.

9.22.3 If the Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility) the Contractor will retrieve the forms from each post and submit the reports for the previous week to the COTR every Monday by 10:00 am or as otherwise directed by the COTR.

10 Conduct of Contractor Personnel

10.1 General Information

10.1.1 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 its employees as may be necessary to include removal of a PSO from a contract at its own discretion or at the direction of the CO.

10.1.2 DHS reserves the right and prerogative to deny and/or restrict the facility and information access or to direct the removal from contract of any Contractor employee whom:

10.1.2.1 DHS determines to present a risk of compromising sensitive Government information to which he or she would have access to under this contract.

10.1.2.2 Solicits or receives gifts based upon their contract position.

10.1.2.3 Engages in personal use of government property.

10.1.2.4 Uses government property or non-public information for private gain.

10.1.2.5 Engages in political or private fundraising while on duty.

10.1.2.6 Promotes or endorses political candidate or agenda while on duty.

10.1.3 The Government shall not be responsible for any additional costs borne by the Contractor in connection with removed personnel.

10.2 Reporting Adverse Information

10.2.1 General Information

10.2.1.1 The Contractor will immediately report any adverse information (e.g. that may impact **employment suitability, performance suitability, or security**) coming to their attention concerning contract employees under the contract to the COTR. The Contractor should not make reports based on rumor or innuendo. 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.

10.2.1.2 If at any time a Contractor employee has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the individual from work under the contract.

10.2.2 **Notification of Arrest**

10.2.2.1 PSOs and Key Personnel working under this contract shall notify the Contractor within 12 hours of their arrest. The Contractor will notify the COTR within 12 hours of the employee's notification.

10.2.2.2 Failure of the employee to provide notification to the Contractor may result in a request of removal from this contract.

10.3 Government Directed Removal of Contractor Employees

10.3.1 The COTR may recommend to the CO that the CO direct the Contractor to 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.

10.3.2 The CO may direct the removal of employee for a disqualification for employment suitability, performance suitability, or security reasons, or found unfit for performing security duties during his/her tour of duty.

10.3.3 The CO may direct the removal of contract employees from the contract for misuse, willful damage, or willful destruction of Government property. The contract employee may face further penalties as deemed necessary by the Government.

10.3.4 In the event of a dispute by the Contractor of the directed removal, the CO will make the final determination.

10.3.5 The CO will provide specific reasons for removal of an employee to the Contractor in writing.

10.4 Contract Employee Reinstatements

10.4.1 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.

10.4.2 The Contractor may appeal to a supervisory level above the CO.

10.4.3 The Contractor will receive a written appeal decision with a brief explanation of the decision to uphold or reverse the CO's decision.

10.4.4 While the appeal is under consideration, the employee shall not work under this Contract.

11 Key Personnel

11.1 General Information

11.1.1 Under this contract the Government designates the positions of Contract Manager, Supervisors, and Training Instructors as "key personnel". The Contractor shall submit a Key Personnel Resume as part of the Transition Plan. Resumes shall clearly detail the individual's qualifications and demonstrate that the proposed Key Personnel meet the requirements listed in this section.

11.1.2 The CO and COTR must approve the proposed Key Personnel prior to his/her assignment under this contract The Contractor shall not replace any of the Key Personnel without submitting a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of key personnel.

11.1.3 The Contractor shall not separately price Key Personnel positions within the contract's Schedule of Services and Prices.

11.2 Contract Manager

11.2.1 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.

11.2.2 The CM must have 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 force Contract/task order of the size and scope as described in this SOW.

11.2.3 The CM shall have complete authority to act for the Contractor during the term of the contract. 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.

11.2.4 **Under no circumstances, shall uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other security force Contract/task order administered by FPS perform the CM duties.**

11.2.5 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.

11.2.6 The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the contract.

11.3 Supervisor

11.3.1 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 force service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the COTR. **Under no circumstances, shall Supervisors perform productive hours while working in a supervisory capacity.**

11.3.2 The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Supervisor(s) by the date of the first meeting after award of the contract

11.3.3 The Contractor shall provide the level of supervision sufficient to meet the contract requirements. During the solicitation phase, offerors shall identify the minimum ratio of supervisors to productive PSOs. The Government considers the successful Contractor's proposed Management Approach as part of the resulting contract. The Contractor shall maintain at least the minimum proposed supervisory ratio throughout contract performance, regardless of the number of PSOs needed to fulfill all contract requirements. If at any time after award the Contractor determines that additional supervision beyond what was in their initial proposal is necessary to address performance issues, the Contractor shall provide such additional supervision at no additional cost to the Government.

11.3.4 All Supervisors shall sign in on Post Operations Log in the Post Desk Book upon visiting the facility and to sign out on the same form upon leaving the facility. The Supervisor shall write their name, personal identification number, and the abbreviation "SUPV" to indicate supervision. The Government shall use the logs to ascertain the level of supervision provided to the PSOs working under this Contract.

11.4 Training Instructor

11.4.1 Each Training Instructor shall have a background with a minimum of two (2) years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).

11.4.2 The Contractor may propose, by written request, an employee for a training instructor position who lacks the above experience, provided the Contractor offers evidence of similar training experience. The acceptance of such an alternative shall be at the discretion of the CO.

11.4.3 The Training Instructor shall possess the appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Instructors for First Aid, CPR, and AED Training Instructors must have a certification from the American Red Cross or American Heart Association.

11.4.4 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 Training Instructors(s) by the date of the first meeting after award of the Contract.

12 Operations

12.1 Work Site

12.1.1 Schedule

12.1.1.1 The Contractor shall be responsible for scheduling all work and notifying PSOs 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.

12.1.2 Breaks

12.1.2.1 The Contractor shall provide breaks and/or meal periods in accordance with minimum state requirements and/or applicable Collective Bargaining Agreements. Exhibit 1 to the Statement of Work specifies which posts require provision of a relief PSO if the assigned PSO is taking a break or meal period to ensure continuous/uninterrupted coverage.

12.2 Compliance

12.2.1 The Contractor is responsible for compliance with all workplace regulations, including OSHA regulations.

12.3 Labor Category

12.3.1 The Contractor may only utilize DOL category Guard II security officers to perform services under this contract. All category Guard II security officers must meet all FPS firearms qualification requirements.

12.4 Contract Effort Required

12.4.1 Productive Hours

12.4.1.1 Exhibit 1 of the SOW provides the basis for the estimated quantities of PSO coverage included under this contract. The exhibit which reflects the current recurring coverage in the described areas is for estimating purposes only. Each task order will come from actual requirements and will set forth a ceiling price in the Schedule.

12.4.2 **Reserve Security Force**

12.4.2.1 The Contractor shall maintain at all times an on-call reserve force sufficient to provide all services ordered under the contract (e.g. productive, temporary, ESS, etc). The reserve force shall also ensure sufficient staffing resources for out-of-service training time, sick leave time, military leave time, COOP activation, and vacation time.

12.4.2.2 All reserve PSOs shall meet the minimum qualification standards required in this contract before working any post under this contract.

12.4.2.3 The Contractor shall not separately price reserve security force positions within the contract's Schedule of Services and Prices.

12.4.3 **Emergency Security Services**

12.4.3.1 The Contractor shall furnish properly qualified PSOs, management, supervision, and equipment and supplies for sustained emergency surge security force services. Deployments may be to large and small-scale events such as natural disasters, civil disturbances, or other unanticipated events on an as-needed basis.

12.4.3.2 The hourly rate for emergency PSO services shall be inclusive of all costs (e.g. travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations the Government will specify when ordered. There will be no "phase-in" period for these requirements.

12.4.3.3 The requirements ordered under the emergency force service CLIN(s) will be for no more than 120 days of service. Thereafter, provided the Government notifies the Contractor within 30 days before the expiration of the emergency force service task order, any continuing long-term requirements for those same post/locations shall be at the basic hourly rates specified for fixed posts/facilities within the contract.

13 Government Provided Property

13.1 General Information

13.1.1 The Contractor shall use or operate in a responsible manner Government furnished property. 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.

13.1.2 The Contractor shall return all Government furnished property, to include identification, equipment, or access materials, when the property is no longer necessary for contract performance, at the conclusion of the performance period, or at the direction of the COTR.

13.1.3 The Contractor will return any expired Government issued identification cards and facility passes within five (5) calendar days of expiration.

13.1.4 The Contractor shall return all Government issued identification cards and facility passes for terminated employees to the COTR within five (5) calendar days of termination.

13.1.5 The Contractor will return any tenant issued identification, equipment, or access materials to the issuing agency when no longer necessary for contract performance, within five (5) calendar days of employee termination or resignation, or upon expiration of the contract whichever comes first.

13.2 Use of Government Property

13.2.1 The Contractor shall use Government property 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.

13.2.2 The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.

13.3 Accountability of Government Property

13.3.1 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. The Contractor will acknowledge the receipt of all Government-issued property on a Government property receipt form (Exhibit 2E).

13.3.2 If any Government issued (DHS, FPS, or tenant agency) identification, equipment, or access materials are not available to for return, the Contractor must submit a report to the COTR, referencing any control number, the name of individual to whom issued, the last known location and the disposition of the item.

13.3.3 The Government shall repair or replace any Government furnished property that incurs damage or loss from improper use or negligence by the Contractor's employees. The Government shall deduct the cost of such repairs or replacement from the Contractor's invoice. 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.

13.3.4 Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property.

13.3.5 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 no later than 24 hours after discovery by the Contractor.

13.3.6 The Contractor shall provide the COTR with an inventory of Government furnished property on a quarterly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment. Inventory reports shall be in writing using a Government form (Exhibit 2B) or format approved by the COTR.

13.4 Safeguarding Government Property

13.4.1 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.

13.4.2 Work under this contract may require 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.

13.4.3 No Contractor employee shall have authorization 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 up to and including termination for cause.

13.4.4 The Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

13.5 Personal Identity Verification (PIV) Cards

13.5.1 The Contractor should follow the procedures listed below to obtain a PIV card for each contract employee:

13.5.1.1 Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the contract eligibility requirements.

13.5.1.2 The Contractor shall present their employee to a designated enrollment station for biometric and photo capture upon notification by the COTR that the Government will sponsor the individual.

13.5.1.3 Applicant brings two (2) forms of government identification, one of which has a picture.

13.5.2 The CO shall have the express authority to demand return of the PIV card for any contract employee who does not maintain compliance with the contract qualification and certification standards.

14 Contractor Provided Property

14.1 General Information

14.1.1 The Contractor shall furnish and maintain in acceptable condition all items of uniform and equipment necessary to perform work required by the contract (including each task order issued under this contract).

14.1.2 The Contractor is solely responsible for the quality and performance of all Contractor provided equipment used in performance of this contract.

14.1.3 The Contractor shall provide an inventory of Contractor Provided Property on a quarterly basis to the COTR on the 10th calendar day of the month following the conclusion of the quarter. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

14.1.4 The Contractor may have the requirement 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 Government may modify the contract at any time to incorporate emerging requirements.

14.2 Communications Equipment

14.2.1 The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. The Contractor shall provide a copy of all such permits to the COTR prior to the utilization of designated frequencies. The Government may identify the radio frequencies for use by the Contractor.

14.2.2 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 that any equipment is temporarily inoperable.

14.3 Vehicles

14.3.1 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.

14.3.2 All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.

14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons

14.4.1 Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.

14.4.2 The Contractor must acquire ammunition from a commercial source.

14.4.3 The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with Federal, state, and local laws for the acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.

14.4.4 All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.

14.4.5 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. The Contractor shall designate an area off Government property for the PSOs to clear and clean their duty weapon. At no time while on duty shall a PSO remove his/her weapon from the holster for clearing or cleaning while in or directly around a Federal facility unless approved by the COTR.

14.4.6 Exhibit 8C specifies the amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, the Contractor shall store and secure additional ammunition on-site, periodically rotating old duty ammunition with new ammunition.

14.4.6.1 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 Contractor shall keep the list current, documenting and forwarding any changes the COTR within one (1) week of the change.

14.4.7 The contract employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. Employees shall not share weapons.

14.4.8 FPS requires that all PSOs be armed in the performance of their duties and carry three (3) magazines 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).

14.4.9 The contract employees shall inspect his/her issued firearms at the commencement of each tour of duty. Each firearm shall be clean and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition.

14.5 Personal Protective Equipment (PPE)

14.5.1 The Contractor is responsible for ensuring that the protections of the work force are in accordance with 29 CFR 1910.120.

14.5.2 The Contractor shall furnish, stock, distribute, and sustain PPE as identified and required (Exhibit 8D) to reduce risks associated with environmental hazards, natural and synthetic toxins, bio-medical hazards, etc.

14.5.2.1 In conjunction with this requirement, the Government may provide the Contractor with quantities of some or all of these items as specified in Exhibit 9C when, where and if available. The Contractor shall not rely on the provision of these items by the Government in meeting the requirements set forth in paragraph (a) above, but may use any Government provided supplies to augment the Contractor's existing stock.

14.5.3 The Contractor shall follow OSHA standards for respiratory protection including Appendix D to 29 C.F.R. § 1910.134. FPS will require the Contractor to medically evaluate and clear all contract PSOs for the use of respirators at least every three years in accordance with 29 CFR 1910.134. The Contractor is responsible for employee fit testing at such time a public health authority declares the use of respirators to be mandatory.

14.5.4 The PSOs shall wear PPE in performance of their duties when doing so complies with an existing facility protocol; a federal, state, or local public health authority recommendation related to the type of duty performed or the locale in which the PSO is performing; or when expressly authorized to do so by the CO or COTR.

14.6 Uniforms and Grooming

14.6.1 As specified in Exhibit 8A, the Contractor will have the requirement to furnish some or all of the types of uniform items. The Contractor shall factor the cost of uniform items into the contract price.

14.6.2 The Contractor's security force uniforms shall be of a style in general use by large security force or security organizations. The Government reserves the right to review the uniform components. All PSOs 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.

14.6.3 PSOs shall comply with standards for wear and care of uniform items in accordance with the SGIM.

14.6.4 PSOs shall wear their PIV card on the outermost garment of the PSO's uniform or as otherwise directed by the COTR.

14.6.5 Contractors shall grant reasonable accommodations to the religious practices of individual PSOs, without regard to an individual's religious preferences, if the accommodation does not affect the individual's ability to perform required tasks identified in the contract. The COTR shall review all reasonable accommodation documentation to ensure that it is complete and in compliance with the contract.

14.6.5.1 Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements, especially those affecting the safety of security force 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 PSO or the public, and shall not conflict with mission-essential job task requirements.

14.6.5.2 PSOs may carry objects of religious significance that the individual's faith requires the individual to carry on their person, provided the PSO wears the object discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform.

14.6.5.3 Religious headgear shall be consistent with the colors of the duty uniform and shall be no larger than required by an individual's religious requirements. The PSO may have the requirement for the religious headgear to bear the insignia and other distinctive markings of the uniform for ease of emergency identification.

14.6.5.4 Contractors will grant reasonable accommodations to grooming standards – such as haircut and shaving standards. A PSO receiving an accommodation shall nonetheless maintain as neat and professional an appearance as religious requirements permit. Whenever possible, the PSO will wear hair in excess of regulation length under a uniform hat or appropriate religious headgear. PSOs shall neatly comb facial hair exceeding regulation length.

14.7 Supplementary Equipment

14.7.1 The Contractor is responsible for furnishing supplementary equipment identified in Exhibit 8B. PSOs shall not possess any unauthorized supplemental or personal equipment (e.g., equipment not issued by the Contractor or required by the contracts). The CO may direct the removal of PSOs found in possession of unauthorized equipment while on post from the contract.

15 Quality Control, Quality Assurance, and Performance Evaluations

15.1 Quality Control

15.1.1 The Contractor's Quality Control Monitors shall conduct inspections in accordance with the Quality Control Plan. Inspections shall be as frequently and as necessary to ensure

effective performance by the Contractor. While the Contractor may perform more inspections than required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.

15.1.2 Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.

15.1.3 Quality Control Monitors shall prepare Quality Control Inspection Reports. The reports shall remain on file with the Contractor during the entire contract period and made available to the Government upon request.

15.1.4 The Contractor shall provide quarterly reports detailing the results of the Quality Control Inspections to the COTR.

15.1.5 The Contractor shall brief the COTR within 24 hours 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 the need for additional quality control measures, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern.

15.2 Quality Assurance

15.2.1 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 audits of records; audits of security and administrative procedures; uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security force's actions; and surveys of facility tenants regarding the PSOs' performance, including the professionalism, courtesy, and knowledge of their assigned duties.

15.2.2 All training and qualifying sessions sponsored or provided by the Contractor shall be subject to observation by the CO, COTR, or any FPS personnel without any advance notice to the Contractor. 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.

15.2.3 In the event the Government identifies a breach of assigned duty by the Contractor's employee(s) during oversight activities, 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).

15.2.4 The Government may take appropriate contractual remedies where the Contractor does not render services in accordance with the provisions of this contact.

15.3 Performance Evaluations

15.3.1 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 to discuss the results of the Government and contractor quality control findings and the overall performance of the contract by the contractor.

15.3.2 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 submitted plans in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).

15.3.3 The Government shall consider the Contractor's adherence to their stated plans during annual performance evaluations. Failure by the Contractor to adhere to their stated plans may reflect negatively in the annual performance evaluation and/or result in the Government taking other contractual remedies.

15.3.4 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.

15.3.5 The Contractor shall have the opportunity to respond, in writing, to the findings of the performance evaluation. The CO shall file both the performance evaluation and the Contractor's response 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.

15.3.6 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.

16 Deliverables

	Item [2]	Due on or by[3]	Section Reference
1	Transition Plan	7 calendar days after award	3.2
2	Training Plan	10 calendar days after award	3.3
3	Key Personnel Suitability Packages	10 calendar days after award	5.3 and 11
4	Quality Control Plan	15 calendar days after award	3.4
5	Contingency & Continuity of Operations Plan	15 calendar days after award	3.5
6	Transition Status Reports	Weekly Monday by 10:00 am until all	3.2.1.5

[2] All items due to Government unless otherwise noted.
[3] All times are local time zone for COTR

		action items closed	
7	Business & Corporate Licenses	Prior to PSOs standing post	4
8	Certication Information	7 calendar days after completion of certification requirement	7.2.3
9	Training & Qualification Schedule	10th calendar day of the month, provided one month in advance	6.2.1
10	DHS 139	Weekly Monday by 10:00 am	9.22
11	DHS 3155s (Offense and Incident Report)	Weekly Monday by 10:00 am	9.17.1
12	Prohibited Items Reports	Weekly Monday by 10:00 am	9.17.1
13	Quarterly Drug Screening Report	January 10 April 10 July 10 October 10	5.2.4
14	Quarterly Inventory Report of Contractor Property	January 10 April 10 July 10 October 10	14.1.3
15	Quarterly Inventory Report of Government Property	January 10 April 10 July 10 October 10	13.3.6
15	Quarterly Quality Control Inspection Report	January 10 April 10 July 10 October 10	15.1.3
16	Notification of Arrest of PSO or Key Personnel	12 hours	10.2.2
17	Notifications of Terminations and/or Resignations	• 12 hours to COTR • 5 calendar days of event to DHS Security Office	5.4.7.3 and 5.3.5.2
18	Deficiencies or Problems noted during Quality Control Inspections	24 hours	15.1.5
19	Notifications in accordance with HSAR 3052.209-76	24 hours	1.1.5
20	Government Issued Identification & Facility Passes	5 calendar days of • employee termination or resignation	13.1.4 and 13.1.2

		• no longer needed for contract performance • end of performance period	
21	Tennant Issued Identification, Access Materials, & Equipment	5 calendar days of • employee termination or resignation • no longer needed for contract performance • end of performance period	13.1.5
22	Expired Government Issued Identification & Facility Passes	5 calendar days of expiration	13.1.3
23	Training, Medical, Suitability, Security and Personnel Records to In-coming Contractor	45 calendar days prior to end of performance period	2.2.2
24	Government Issued Equipment	End of Performance Period or When No Longer Needed for Contract Performance	13
25	Post Operations Log	Upon Request	11.3.4

LIST OF EXHIBITS

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EXHIBIT 1

POST EXHIBITS

The initial known Basic PSO Service hours are reflected in the post exhibits provided within this solicitation and referenced as follows:

Post Exhibit Reference	Description	Number of Pages
1A	Direct Post Exhibit	10
1B	SWA Post Exhibit	6
1C	FBI Post Exhibit	1
1D	IRS Post Exhibit	3
1E	SSA Post Exhibit	12

Note: The solicitation and pricing schedule includes estimated Basic PSO Service hours that may be ordered by the Government, which exceed the initial known Basic PSO Service hours reflected in these post exhibits. Similarly the solicitation includes estimated hours that the Government may order for TAS and ESS not reflected in these post exhibits.

EXHIBIT 2: LIST OF REQUIRED FORMS

Form	SOW Reference	Form Title	Location
	5.3.2.1	Contractor Information Worksheet	Exhibit 2A
	5.3.2.1	e-Verify Confirmation Notice	e-Qip
	5.3.2.1	Foreign National Relatives or Associates Statement	e-Qip
	13.3.6	Inventory of Government Provided Equipment	Exhibit 2B
	11.1.1	Key Personnel Resume	Exhibit 2C
	5.1.4	Lautenberg Amendment Statement	e-Qip Exhibit 2D
	5.2.2.1	PSO Medical Questionnaire	Exhibit 7A
	5.2.2.1	PSO Physical Abilities Test Administrator's Manual	Exhibit 7B
	13.3.1	Receipt for Government Property	Exhibit 2E
	9.2	Security Post Assignment Record (Post Orders)	On Post
DD 254	5.4.1.1	Security Requirements Checklist	Provided by Government
DD 441	5.4.1.7	Security Agreement	Provided by Government
DHS 139	9.22.3	Record of Time of Arrival and Departure from Building	Exhibit 2F
DHS 11000-6	7.3.1.5	Non-Disclosure Agreement	Exhibit 2G
DHS 11000-9	5.3.2.1	Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act	e-Qip
FD 258	5.3.1.10	Fingerprint Application Card	Provided by Government
GSA 3155	9.17.1	Offense/Incident Report	Exhibit 2H
SF 85P	5.3.2.1	Questionnaire for Public Trust Positions	e-Qip
SF 85PS	5.3.2.1	Supplemental Questionnaire for Selected Positions	e-Qip

Federal Protective Service
National Protection and Programs Directorate
U.S. Department of Homeland Security

Contractor Information Worksheet

Homeland Security

Type Contractor ☐ PSO ☐ Non-PSO	Prefer ☐ Online (e-QIP)	(MBI / LBI / BI only) ☐ Routine ☐ Expedite (Extra Cost)

1. Contract Employee Information

NAME: Last/Family		First/Given	Middle	Suffix
Social Security #	**Date of Birth** MMDDYYYY	**Place of Birth: City**	State	Country
E-mail Address			Phone # (Day)	Phone # (Cell)
Position (Job) Title	IT/System Admin Position? ☐	Prior Investigation? ☐ Yes ☐ No	Investigation Date	Sex ☐ Male ☐ Female
U.S. Citizen ☐ Yes ☐ No	Aliens: Port of Entry City and State	Date of Entry	Alien Registration #	Citizenship

2. Contract Information

Company Name	Company is ☐ Prime ☐ Sub Contractor		If Sub, Name of Prime
Contract /Work Order / RWA #	Contract Start Date	End Date	☐ Has Option Years **OR** End Date TBD
Company Point of Contact (POC) Name	Phone # (Day)	**E-mail Address**	

3. Project/Work Location Information *(Government site where contractor is working)*

Building Name	GSA Building #	Building Address

4. Type of Investigation Requested for: HSPD-12 PIV Card Credential

☐ Public Trust Positions (Suitability)	☐ Moderate Risk - (LBI / MBI)	☐ HIGH Risk - (BI)	
☐ National Industrial Security Clearance	☐ CONFIDENTIAL (NACLC)	☐ SECRET (NACLC)	☐ TOP SECRET (SSBI)

5. Requesting Official (Sponsor) Information

Sponsor's Name	Title	Is COR/COTR ☐ Yes	FPS Regional Office Number
E-mail Address	Phone # (Day)	Forms Reviewed ☐ Yes	Review Date

6. DHS Federal Protective Service Contract Suitability Adjudication *(Staff use ONLY)* Personnel Security Investigation:

OPM PIPS Inv Inv # Status Date of INV e-QIP Invitation # Date E-Mail Sent	☐ Release Form ☐ CER ☐ Med Release ☐ GSA 3665 ☐ FD 258 ☐ CS Case ☐ FD 258 **RAP** ☐ Just	Date Forms Received ☐ SF85PReviewed ☐ Scanned/TIF Date Sent to OPM	Suitability Decision Preliminary Date ☐ Favorable ☐ Unfavorable Final Date ☐ Favorable ☐ Unfavorable	Notify Preliminary Decision ☐ eMail: COTR/ Requesting Official ☐ eMail: Subject ☐ eMail: Subject's Company POC **Final** Decision ☐ eMail: COTR/ Requesting Official ☐ eMail: Subject ☐ eMail: Subject's Company POC

Comments/Notes:

For Official Use Only/Privacy Act Information

Mar 10 (FPS HQ RMD CSA (202) 245-2615)

Contractor Information Worksheet Instructions

Homeland Security

Privacy Act Notice
In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information is authorized by the Federal Property and Administrative Services Act of 1949, as amended, and Part III of Title 5, U.S.C; O. 9397 Disclosure of the information is voluntary. This form will be used as a means to prepare and issue a credential or pass. Information will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions, or pursuant to a request by DHS or such other agency in connection with the firing or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. If the individual does not provide some or any part of the requested information, the employee will not be issued a credential and will not be allowed to enter a GSA-controlled building after normal working hours or when the building is under security.

Submission Information

1. Ensure all information is complete and accurate
2. Return this form to your Supervisor/Contracting Officer for delivery to FPS Regional Field Contract Suitability Adjudication Office for "e-QIP" invite.
3. If a contractor opts to fill out a "Hard Copy" version of the SF-85P due to emergency operations, complete the background investigation package and send it along with Contractor Information Worksheet. SF-85P is available on GSA InSite
4. **MAILING INSTRUCTIONS FOR FPS Staff:** If the contractor is a ***Non-Protective Security Officer (PSO) and performing contract administrative duties on the PSO contract at the federal government facilities,*** the background investigation package must be mailed to the respective FPS Regional Contract Suitability Adjudication Field Offices listed below:

Region	Regional CSA PoC	Phone #	FAX	Street	Suite, Room	City	ST	Zip + 4
HQ	Evelyn Flores	(202) 245-2600	(202) 245-2610	1900 Half St SW	Rm 5354	Washington	DC	20528
HQ	Sean Mihaly	(202) 245-2678	(202) 245-2610	1900 Half St SW	Rm 5351	Washington	DC	20528
ARRA	Terry Hudson	(202) 245-2670	(202) 245-2610	1900 Half St SW	Rm 5350-S	Washington	DC	20528
1	Valerie DiMare	(617) 565-8429	(617) 565-4169	10 Causeway St	935	Boston	MA	02222-1001
2	George L. Ware	(212) 264-0729	(212)264-9803	26 Federal Plaza	17-130	New York	NY	10278-0004
3	Lisa M. Leo	(215) 521-2136	(215) 521-2169	701 Market St	4200	Philadelphia	PA	19106-1538
4	Todd Ware	(404) 893-1540	(404) 893-1505	180 Spring St, NW	525	Atlanta	GA	30303-3704
5	Doris Meaux	(312) 353-4833	(312) 353-0257	230 S. Dearborn St.	3540	Chicago	IL	60604-1505
6	Sara Reisenbichler	(816) 426-2161	(816) 426-2160	601 E 12TH ST	1712	Kansas City	MO	64106-2818
7	Nancy L. Anthis	(817) 649-6283	(817) 649-2443	1901 N. Hwy 360, STE 500		Grand Prairie	TX	75050-1412
8	"Mike" Prado	(303) 236-7813 x326	(303) 236-6413	W 6TH Ave & Kipling St		Lakewood	CO	80225-0000
9	May S. Joe	(213) 894-2614	(213) 894-3767	300 N Los Angeles St.	2207	Los Angeles	CA	90012-3322
10	Janis Davis	(253) 815-4709	(253) 815-4754	32125 - 32nd Ave S.	2nd Fl	Auburn	WA	98001-9345
11	Lisa D. Murray	(202) 245-2374	(202) 245-2545	1900 Half St SW	5350	Washington	DC	20528

Type of Investigation Requirements - Contractor

Position Type	Position Sensitivity Levels	Clearance Levels	DHS Investigation Requirement
National Security	Special & Critical Sensitive	Top Secret / Top Secret-SCI	SSBI – Single Scope Backgrnd Inv
	Non-Critical Sensitive	Secret / Confidential	NACLC – National Agency Checks w/Law & Credit
Public Trust	High Risk	N/A	BI – Background Investigation
	Moderate Risk	N/A	MBI – Minimum Background Investigation
	Low Risk	N/A	NACI – National Agency Check w/Written Inquiries

For Official Use Only

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EXHIBIT 2B: INVENTORY OF GOVERNMENT PROVIDED EQUIPMENT

Inventory of Government Provided Equipment

Item	Brand Name	Model	Serial #	Misc	Issued To

EXHIBIT 2C: 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

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 CONTRACTOR BELIEVES THAT THIS INDIVIDUAL HAS THE QUALIFICATIONS FOR THIS CONTRACT.

EXHIBIT 2D: LAUTENBERG STATEMENT

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

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

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

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

YES_____ NO _____

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

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

3c. I certify that, to the best of my in formation 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, in cluding 18 U.S.C. §1001.

Signature: _____ Date Signed: _____

Name: _____
(Print your complete legal name)

EXHIBIT 2E: RECEIPT FOR GOVERNMENT PROPERTY

Federal Protective Service
Government Property Hand Receipt

TRANSFERRED FROM (AGENCY):	**TYPE OF TRANSFER** ☐ Permanent ☐ Temporary ☐ Transfer ☐ Loan	Page_____of_____ Date Property Custodian Telephone Number
TRANSFERRED TO (COMPANY):	Estimated return date if temporary:	

Instructions or Remarks:

Item No. (1)	*Description (2)*	*Bar Code Number (3)*	*Serial Number (4)*	*Unit of Issue (5)*	*Original Cost (6)*

Acceptance of Responsibility: I certify that I received the above listed Government Accountable Property, it is in my physical custody, and that the list includes all currently issued items. I am responsible for the proper use, care, and safeguarding of all Government Property in my possession or under my accountability and stewardship control. I will report any changes to this Hand Receipt within five (5) business days to the Property Custodian.

Issued by (print name):		Received by (print name):	
Date	Signature and Title	Date	Signature and Title

EXHIBIT 2F: RECORD OF TIME OF ARRIVAL AND DEPARTURE FROM FACILITY

CAUTION: False entries on this document will be cause for removal from all Government Contracts.

US DEPARTMENT OF HOMELAND SECURITY
FPS

RECORD OF TIME OF ARRIVAL AND DEPARTURE CONTRACT GUARDING DUTY REGISTER			BUILDING:			YEAR:	MONTH:	
DATE	PRINT NAME (Last - First - Initial)	SIGNATURE (IN)	POST	RELIEF	SIGNATURE (OUT)	*SEE FOOT NOTE	TIME OF	
							ARRIVAL	DEPARTURE

*Federal Protective Service and Contract Administration personnel, when conducting an investigation, must place an "X" in this column.

FEDERAL PROTECTIVE SERVICE **FPS FORM 139 (Rev. 11-04)**

EXHIBIT 2G: NON-DISCLOSURE AGREEMENT

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

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

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

Initials:

Protected Critical Infrastructure Information (PCII)

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the CriticalInfrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), asamended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may beofficially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:

Sensitive Security Information (SSI)

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

Initials:

Other Sensitive but Unclassified (SBU)

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, nototherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adverselyaffect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled underSection 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by anExecutive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includesinformation categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only(OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES);Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used byother government agencies to categorize information as sensitive but unclassified.

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

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which Ihave been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom Icontemplate disclosing this information have been approved for access to it, and that I understand these procedures.

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

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

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

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under thecontract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCIIProgram Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, Iwill not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has firstmade in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementingregulations to the CII Act, as amended.

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

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

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

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

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, andemoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the informationnot consistent with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

DEPARTMENT OF HOMELAND SECURITY

NON-DISCLOSURE AGREEMENT

Acknowledgement

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

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

Signature:

Date:

WITNESS:

Typed/Printed Name:

Telephone Number:

Government/Department/Agency/Business Address

Signature:

Date:

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

EXHIBIT 2H: OFFENSE/INCIDENT REPORT

OFFENSE/INCIDENT REPORT
INSTRUCTIONS ARE PRINTED SEPARATELY. IF ADDITIONAL SPACE IS NEEDED, USE REVERSE OF FORM, IDENTIFY ITEMS.

1. TYPE: ☐ a. ORIGINAL ☐ b. CONTINUATION ☐ c. SUPPLEMENT OR FOLLOW-UP

REPORT CONTROL SYMBOL: PB-126-1

2. CODE NO. | 2a. SORT | 3. TYPE OF OFFENSE OR INCIDENT | 4. CASE CONTROL NO.

5. BUILDING NO. | 6. ADDRESS

7. NAME OF AGENCY/BUREAU | 8. AGENCY/BUREAU CODE | 9. SPECIFIC LOCATION | 10. LOCATION

11. DATE/TIME OF OFFENSE/INCIDENT | 12. DAY | 13. DATE/TIME REPORTED | 14. DAY | 15. JURISDICTION (X)
1. EXCLUSIVE
2. CONCURRENT
3. PARTIAL
4. PROPRIETARY

16. NO. DEMONSTRATORS | 17. NO. EVACUATED | a. TIME START | b. TIME END

18 PERSONS INVOLVED	ID CODE (a)	NAME AND ADDRESS (b)	AGE (c)	SEX (d)	RACE (e)	Country of Birth (e1)	Nationality (e2)	INJURY CODE (f)	TELEPHONE (g)
		Last Name, First, Middle Initial							HOME
		Number, Street, Apt. No., City, State (ZIP Code)							BUSINESS
		Last Name, First, Middle Initial							HOME
		Number, Street, Apt. No., City, State (ZIP Code)							BUSINESS

19 VEHICLE: a. STATUS ☐ STOLEN ☐ SUSPECT ☐ GOV'T ☐ PERSONAL ☐ VANDALIZED ☐ RECOVERED | b. YEAR | c. MAKE | d. MODEL | e. COLOR (Top/Bottom) | f. IDENTIFYING CHARACTERISTICS | g. REGISTRATION: YEAR, STATE, TAG NO. | h. VIN | i. VALUE

20 ITEMS TAKEN:
a. NAME OF ITEM | b. QUANTITY | c. OWNERSHIP ☐ GOV'T ☐ PERSONAL | d. BRAND NAME
e. SERIAL NO | f. COLOR | g. MODEL
h. VALUE | i. UNUSUAL OR UNIQUE FEATURES
j. PROPERTY WAS ☐ SECURED ☐ UNSECURED | k. STATUS OF PROPERTY ☐ RECOVERED ☐ MISSING ☐ PARTIAL RECOVERY | VALUE RECOVERED
l. NAME OF ITEM | m. QUANTITY | n. OWNERSHIP ☐ GOV'T ☐ PERSONAL | o. BRAND NAME
p. SERIAL NO | q. COLOR | r. MODEL
s. VALUE | t. UNUSUAL OR UNIQUE FEATURES
u. PROPERTY WAS ☐ SECURED ☐ UNSECURED | v. STATUS OF PROPERTY ☐ RECOVERED ☐ MISSING ☐ PARTIAL RECOVERY | VALUE RECOVERED

21. NARRATIVE (if additional space is needed, use reverse of this form)

22. NOTIFICATION | TIME: NOTIFIED, ARRIVED
a. OTHER POLICE AGENCIES
b. FIRE DEPT
c. AMBULANCE
d. BUILDING MANAGER
e. OTHER (Specify)

23. EVIDENCE ☐ YES ☐ NO | TAG NO. | a. TYPE | b. WHERE STORED

24. ATTACHMENTS (Mark "X" where applicable): a. CONTINUATION SHEET | b. GSA FORM 3157 | c. PROPERTY RECEIPT(S) | d. STATEMENT(S) | e. SUPPLEMENTAL | f. OTHER ATTACHMENTS (Specify)

25. SUSPECT STATUS: ☐ NOT IDENTIFIED ☐ GOV. CONTRACT ☐ e. N/A ☐ b. GOV EMPLOYEE ☐ d. NON-GOV. EMPLOYEE

26. DISPOSITION OF SUSPECT: ☐ a. ARRESTED ☐ c. CITATION ISSUED NO. ☐ b. NOT ARRESTED ☐ d. RELEASED ☐ e. N/A

NOTE: Complete GSA Form 3157 when there is a Suspect, Att. Burglary, Burglary, Att. Robbery, Robbery or a Weapon is used.

27. TIME | a. RECEIVED | b. ARRIVED | c. RETURNED TO SERVICE

28a. REVIEWED BY - NAME (Printed) AND SIGNATURE ☐ FPS ☐ OG | b. DATE

29a. BADGE | a1. CALLSIGN | a2. KP ☐ | a3. Contract Guard Company | b. NAME (Printed) AND SIGNATURE | c. DATE

30. CASE REFERRED TO: a. FPS SA | b. LOCAL POLICE | c. STATE POLICE | d. FBI | e. IG | f. N/A | g. OTHER (Specify) | 31. CASE: ☐ a. OPEN ☐ b. CLOSED ☐ c. UNFOUNDED | 32a. APPROVING OFFICIAL'S NAME (Printed) AND SIGNATURE | b. DATE

33. INVESTIGATOR STATUS: a. CASE # | b. CLOSED | INACT | ARR | LM | c. SUSPECT DEVELOPED ☐ YES ☐ NO | d. SUSPECT ARRESTED ☐ N/A | e. ENTERED NCIC | f. PROPERTY RECOVERED | g. VALUE | h. CLEARED NCIC ☐ YES ☐ NO ☐ N/A | i. REFERRED | j. DATE

INSTRUCTIONS

1. **TYPE**. Enter an X to indicate if this is an original, continuation page, or a supplement to a report previously made.
2. **CODE NO**. (OFFENSE/INCIDENT CODE). *Enter 4-digit offense/incident code that corresponds to the offense/incident. In cases of vandalism, enter the offense/incident code number 1010 or 1020 and enter the word "vandalism" in Item 3, followed by the estimated dollar amount of damage. (Round off amount to nearest dollar; do not use decimal or cents.)

2a. **SORT**. In those incidents involving the use of Special Operations Response Teams (SORT), place an X in this block.

3. **TYPE OF OFFENSE OR INCIDENT**. Enter in words the type of offense or incident being reported.

4. **CASE CONTROL NO**. Enter 11-character alphabetical/ numerical case number which is obtained from the control center. The case control number is constructed as follows: first and second places designate the region; third place, the district; fourth place, the zone; fifth place thru ninth, the number of cases listed consecutively through tout the calendar year; 10th place, a letter designating the month, e.g., A=January, B=February, C=March, etc. The 11th place designates the calendar year. Only the last digit of the calendar year is entered. For example: in Region 8, District 2, Zone 5, the 4392 case of the year, occurring in FEBRUARY 1983, would be entered as 082504392B83.

5. **BUILDING NO**. Enter 8-character GSA building number. When building number does not apply, enter NA (not applicable) . (It is the responsibility of each region to provide these numbers to all officers.)

6. **ADDRESS**. Enter street, city, and State where offense/incident occurred.

7. **AGENCY/BUREAU NAME**. Enter agency/bureau name (i.e., Internal Revenue Service (IRS)).

8. **AGENCY/BUREAU CODE**. Enter 4-character agency/ bureau code in which offense/incident occurred. (It is the responsibility of each region to provide these numbers to all officers.)

9. **SPECIFIC LOCATION**. Enter in words a brief description of location of offense/incident. Always begin with general area, then room area, and then specific location (e.g., 1st floor, office, desk). Refer to example in Item 10.

10. **LOCATION CODE**. *Enter alphabetical/numerical code. The first two places identify the general area or floor level where the incident occurred. The third and fourth places identify the room area; the fifth and sixth places provide the specific location of the incident. For example, if the offense/incident occurred on the first floor, in an office, from a desk code 010FDK would be entered for Item 10. (the last two places are used primarily in theft incidents. When use of the fifth and sixth places is inappropriate, enter NA (not applicable)).

11a and b. **DATE/TIME OF OFFENSE/INCIDENT**. Enter month, day, year and military time of offense/incident. Months must be entered in numerical order (i.e., January-01 through December-12). (If the date of the offense/incident is March 9, 1998, it would be recorded as 030998.) If exact date is unknown, but date last seen can be determined, enter that date. If neither of these dates is known, enter UNK (unknown).

12. **DAY**. Enter 2 letters for day of week on which the offense/incident occurred. Codes for days of the week are: SU, MO, TU, WE, TH, FR, SA, and UK (unknown).

13a and b. **DATE/TIME REPORTED**. Follow same instructions as in Item 11.

14. **DAY**. Follow same instructions as in Item 12.

1. **JURISDICTION**. Enter an X in the appropriate box.
2. **NO. OF DEMONSTRATORS**. Enter the estimated number of demonstrators.
3. **NO. EVACUATED**. Enter the estimated number of evacuees.

17a. **TIME START**. Enter the time when evacuation began (use military time).

17b. **TIME END**. Enter the time the evacuees returned to evacuated area (use military time).

18. **PERSONS INVOLVED**. (Suspect, Victim, Witness, Reporting Party). If there are more than two people involved, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

18a. **ID (IDENTIFICATION) CODE**. Enter appropriate codes of persons involved: SU-suspect; VI-victim; WI-witness; RP-reporting party. If there is more than one person in same category, enter a numeric suffix as 1, 2, etc., (e.g., SU1, SU2, etc.).

18b. **NAME AND ADDRESS**. Enter name(s) and address(es) of person(s) identified. Record subject's full name. Show last name first, followed by first name, then middle initial. If subject doesn't have a middle initial, use NMI (no middle initial) to indicate this.

18c. **AGE**. Enter age if known; otherwise, enter UNK (unknown).

18d. **SEX**. Enter M-male or F-female.

18e. **RACE**. Enter appropriate code: A-Asian Pacific/Oriental; H-Hispanic, I-American Indian; B-Black; W-White; O-Other (explain in narrative), X-Unknown.

18e1. **COUNTRY OF BIRTH**. Enter Country Name if known.

18e2. **NATIONALITY**. Enter Nationality if known

18f. **INJURY CODE**. Enter appropriate code: O-none; 1-refused treatment; 2-first aid only; 3-hospitalized; 4-deceased.

18g. **TELEPHONE**. If known, enter area code(s) and number(s); otherwise, enter UNK (unknown).

19. **VEHICLE**. If more than one vehicle is involved, prepare an additional GSA Form 3155. Use the same control number and fill in only the appropriate blocks.

19a. **STATUS**. Check the appropriate box(es).

19b. **YEAR**. Enter model year of vehicle.

19c. **MAKE**. Enter make of vehicle.

19d. **MODEL**. Enter model of vehicle.

19e. **COLOR**. *Enter appropriate color code. If more than one color, list in order from top to bottom and separate by slashes. Example: Cream vinyl top with blue body is entered as cmr/blu.

19f. **IDENTIFYING CHARACTERISTICS**. List any identifying characteristics of the vehicle, such as a cracked window, dented fenders, etc.

19g. **REGISTRATION**. Enter year, State and registration number printed on vehicle tag.

19h. **VIN (VEHICLE IDENTIFICATION NUMBER)**. Enter vehicle identification number.

*HB, FPS UNIFORMED FORCE OPERTION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

19i. **VALUE.** Enter estimated value of vehicle.

20. **ITEMS TAKEN**. If there are more than 2 items taken, prepare an additional GSA Form 3155. Use the same case number and fill in only the appropriate blocks.

20a. **NAME OF ITEM**. Identify item (e.g., typewriter, tools, radio equipment. etc.).

20b. **QUANTITY**. Enter number of items (e.g., for one item enter 001).

20c. **OWNERSHIP**. Check the appropriate box.

20d. **BRAND NAME.** Enter brand name (e.g., Remington).

20e. **SERIAL NUMBER**. Enter serial number, the word "none", or "unknown", as appropriate.

20f. **COLOR**. Enter color*. Separate multi-colors with a slash (e.g., red, brown, and blue = red/bro/blu).

20g. **MODEL**. Enter model or number, if any.

20h. **VALUE**. Enter value (or estimated value) of items stolen. (Round the amount off to the nearest dollar; do not use decimal or cents).

20i. **UNUSUAL OR UNIQUE FEATURES.** List any features that will assist in identifying the property, such as an owner applied number (i.e., owner's social security number).

20j. **PROPERTY WAS.** Enter an X in appropriate box.

20k. **STATUS OF PROPERTY**. Enter an X in the appropriate box. If property is partially recovered, enter value of the amount recovered.

20l. through 20v. same as 20a. through 20k.

1. **NARRATIVE.** Enter details of offense/incident not included elsewhere in report, or when the word "other" has been used. If additional space is required, continue on page 2 of form and/or use and attach a blank sheet of paper.
2. **NOTIFICATION**. As required, enter time (military time)

of notification and arrival of appropriate units. 23a and b. **EVIDENCE.** Enter an X in the appropriate box, and the evidence tag number if applicable.

23c. **TYPE**. Identify type of evidence. 23d. **WHERE STORED**. Give current location of evidence.

1. **ATTACHMENTS**. Enter an X in the appropriate boxes, or specify in block marked "Other Attachments" (such as traffic accident forms).
2. **SUSPECT'S STATUS**. Enter an X in the appropriate box.
3. **DISPOSITION OF SUSPECT**. Enter an X in the appropriate box. Enter number of any citation issued to suspect.
4. **TIME (OF OFFENSE/INCIDENT).** Use military time. 27a. **RECEIVED**. Enter the assignment received. 27b. **ARRIVED**. Enter time arrived on scene. 27c. **RETURNED TO SERVICE.** Enter time returned to service. 28a. **REVIEWED BY.** Enter an X in the appropriate box to

indicate FPS (Federal Protective Service) or CG (Contract Guard).
28b and c. **NAME AND SIGNATURE**. Enter printed name and the signature of immediate supervisor reviewing report.

28d. **DATE.** Enter date report was reviewed.

29a. **BADGE.** Enter badge number of FPO completing the offense/incident report. Contract guards will enter the letters "CG". (when filling in these blocks, begin on the left and work from left to right).

29a1. **CALLSIGN.** Enter callsign number of FPO/Contract guard if known.

29a2. **K9**. Place an X in this box if FPO/Contract guard accompanied by K9. 29a3. **CONTRACT GUARD COMPANY**. Enter company name if known.

29b and c. **NAME AND SIGNATURE.** Enter printed name adn the signature of FPO or contract guard completing the offense/incident report.

29d. **DATE SUBMITTED.** Enter date report submitted.

1. **CASE REFERRED TO.** Enter an X in the appropriate box(es). (The approving official is responsible for completing this block.)
2. **CASE STATUS.** Enter an X in the appropriate box. A case is closed when the offender has been identified, sufficient evidence has been collected to charge him/her, and he/she has been taken into custody. A case is also closed in instances where some element beyond police control precludes the placing of formal charges' against an offender (e.g., the U.S. Attorney refuses to prosecute).

32a and c. **APPROVING OFFICIAL (SIGNATURE AND NAME).** Completion of these blocks will indicate the report has been reviewed for accuracy and completeness of data. Enter printed name and the signature of approving official (to be designated by the district supervisor). This should not be the same as the reviewing official.

32b. **DATE.** Enter date report was approved.

33. **DETECTIVE STATUS.** This set of blocks is to be used by the detectives only. These blocks will be filled out showing what results occurred to the offense/incident report upon completion of a follow-up investigation, if conducted.

33a. **CASE NUMBER.** Enter Detective Section case number assigned.

33b. **HOW CLOSED.** Place an X in appropriate box to signify how the investigation was closed.

33c. **SUSPECT.** Place an X in the box if a suspect was developed or arrested.

33d. **ENTERED NCIC (NATIONAL CRIME INFORMATION CENTER).** Enter an X in the appropriate box.

33e. **PROPERTY RECOVERED.** Enter an X in the box to indicate if stolen property was recovered.

33f. **VALUE OF PROPERTY.** If property recovered, indicate the value of recovered property.

33g. **CLEARED NCIC.** Enter an X in the appropriate box.

33h. **REFERRED TO.** If follow-up investigation was referred to another investigative unit and accepted, indicate name.

33i. **DATE REFERRAL ACCEPTED.** Enter date referral was accepted.

*HB, FPS UNIFORMED FORCE OPERTION, CHAPTER 8. HB, FPS, STAFF OFFICER'S GUIDE, CHAPTER 5.

EXHIBIT 3A: CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name:

_____

SSN: _____-_____-_____

I hereby certify that the above named employee successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Section 6.4 of the SOW as required by Contract number _____.

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

The Basic Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 3B: CONTRACTOR'S CERTIFICATION OF INITIAL WEAPONS TRAINING

Employee's Name: _____

SSN: _____-_____-_____

I hereby certify that the above named employee successfully completed all required Weapons Training subjects including practical exercises and examinations in accordance with Section 6.6.2 and Section 6.6.6 of the SOW as required by Contract number _____.

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

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

The OC Training provided from _____ (DATE) to _____ (DATE)

_____ Training provided from _____ (DATE) to _____ (DATE)
(TYPE OTHER WEAPON)

The Weapons Training Subjects presented by:

_____ (Name of Instructor) of _____ (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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 3C: CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name:

_____

SSN: _____-_____-_____

I hereby certify that the above named employee successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Section 6.7 of the SOW as required by Contract number _____.

The Government Provided Subject(s):

- ☐ Orientation Training
- ☐ Computer Based Screener Training
- ☐ Screener Training
- ☐ Recurrent Training
- ☐ Other Training (specify): _____

provided from _____ (DATE) to _____ (DATE) 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 3D: CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name:

_____

SSN: _____-_____-_____

I hereby certify that the above named employee successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Section 6.4.1.3 of the SOW as required by Contract number _____.

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

The Refresher Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 3E: CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____-_____-_____

I hereby certify that the above named supervisory employee successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Section 6.4.2 of the SOW as required by Contract number _____.

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

The Supervisory Training Subjects 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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 3F: CONTRACTOR'S CERTIFICATION OF WEAPONS REFRESHER TRAINING

Employee's Name: _____

SSN: _____-_____-_____

I hereby certify that the above named employee successfully completed all required Weapons Training subjects including practical exercises and examinations in accordance with Section 6.6.3, Section 6.6.5, and Section 6.6.6 of the SOW as required by Contract number _____.

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

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

The OC Training provided from _____ (DATE) to _____ (DATE)

_____ Training provided from _____ (DATE) to _____ (DATE)
(TYPE OTHER WEAPON)

The Weapons Training Subjects presented by:

_____ (Name of Instructor) of _____ (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 States Code. Any false or misleading information may be punishable by fine or imprisonment.

EXHIBIT 4: REQUIRED TRAINING

Training	Frequency	Provider	Section Reference	Exhibit
AED	~~Annual~~ ARC/AHA	Contractor	6.8.~~2~~	Not Applicable
Basic	One Time Only	Contractor	6.4.1.2	4B
~~Computer Based Screener~~	~~One Time Only~~	~~Government~~	~~6.7.3~~	~~4H~~
CPR	~~Annual~~ ARC/AHA	Contractor	6.8.~~2~~	Not Applicable
Firearms	Semi-Annual	Contractor	6.6	4C & 4D
First Aid ARC/AHA	~~Every Three Years~~	Contractor	6.8.~~1~~	Not Applicable
Initial Weapons	One Time Only	Contractor	6.6.2	4C
Less-Than-Lethal Weapons	Annual	Contractor	6.6	4C & 4D
Orientation	One Time Only	Government	6.7.2.1	4G
~~Recurrent~~	~~Annual~~	~~Government~~	~~6.7.5~~	~~4J~~
Refresher Training	Every Three Years	Contractor	6.4.1.3	4E
Screener Annual	~~One Time Only~~	Government	6.7.4	4I
Supervisor	One Time Only	Contractor	6.4.2	4F

EXHIBIT 4A: CONTRACTOR'S TRAINING SCHEDULE AND PLAN

Use the below format for all training.

Date: XX September 2009
Times: 0800 – 1630 (30 minutes for lunch)
Instructor(s): Mr. Jones
Training Facility Address: Street, City, State, Zip Code

Time – Course	Hours
0800 – 0900 Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1
0900 – 1000 Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1
1000 – 1100 Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1
1100 – 1200 Ethics and Professionalism Part II: Interactive Training	1

EXHIBIT 4B: CONTRACTOR PROVIDED BASIC TRAINING

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCING TOPICS 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.*

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers 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	The typical duties of a Contract Security Officer and responsibilities associated with being a contract Security Officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Police professionalism today, including the expanding use of contract security officers 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 officers and the contract security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the contract security officer 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

Subject	Hours	Scope
		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 are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers 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 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 are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	The basic knowledge needed for the security officers 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; are a part of this discussion. Give special attention to the changes in human behavior that might occur in the contract security officer 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 are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	History of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security officers with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruct on the methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security officer with the knowledge of the legal application of search and seizure law in the performance of duties as a contract officer in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

Subject	Hours	Scope
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how officers 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 officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruct 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 of force. The consequences for a security officer for the unauthorized or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	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	Definition of evidence (direct, circumstantial, and real). Admissibility of evidence as it relates to competency, relevancy, materiality, and hearsay. Information on the exclusionary rule and other related items. Procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	The relationship between the Contractor and the Government. The protocol for communicating with the MegaCenters when incidents occur. The importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	The purpose of posts and identify the various types of protective services. 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 security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	4	Personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract security officer with the need to exercise care and caution when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis placed on the crimes

Subject	Hours	Scope
		the security officer may encounter while on duty within a Federal facility, security officer actions and responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	The security officer's responsibility for safety and fire prevention. 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	Importance of properly prepared records, reports, and forms. Provide students examples. Students prepare sample records, reports, and forms that they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Various types of special situations which security officers may respond to, such as providing escorts, controlling traffic, and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Familiarize the security officers 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 officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Workplace violence, who commits violent acts and why, security officer's response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Discuss and provide field practice in crowd control that will teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds placing an emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	The procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious, placing an emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Defining the terms and give concrete examples of the concepts of sabotage and espionage 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 to instruct Security Officers in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance

Subject	Hours	Scope
		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 affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS COME ENTIRELY 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 SHALL ENSURE THAT THE INSTRUCTORS USE THE SGIM AS A CORE COMPONENT OF THE TRAINING.

EXHIBIT 4C: CONTRACTOR PROVIDED INITIAL WEAPONS TRAINING AND QUALIFICATIONS

The Contractor must present forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty (40) hours of training, eight (8) hours will be classroom training on firearms, four (4) hours baton training and four (4) hours OC Spray training. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing line, exclusive of time spent off the firing line (downtime) waiting for another line of fire to complete the course.

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.*

Subject	Hours	Scope
Use of OC Spray	4	Lecture and hands-on demonstration of procedures for carrying, drawing and utilizing OC Spray
Use of Baton	4	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 officer'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.
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 YDS	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.
2	3 YDS	6	Using two hands from the holster -- point shoulder shooting, referencing 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

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.
4	7 YDS	12	One-handed shooting	On command, the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command to fire is given, move to 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)

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				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 4D: CONTRACTOR-PROVIDED WEAPONS REFRESHER TRAINING AND QUALIFICATIONS

The Contractor must present and certify up to four (4) hours of annual baton and up to four (4) hours of annual OC Spray refresher training and semi-annual weapons qualification using the course of fire in Exhibit 4C of this Contract. The Contractor must coordinate with the Contracting Officer for FPS to monitor the course of fire.

EXHIBIT 4E: CONTRACTOR PROVIDED REFRESHER TRAINING

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING, CROSS-REFERENCE TOPICS 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 (3) 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.*

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	The mission, role, and responsibilities of DHS and FPS as well as the role contract security officers play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	The concept of customer-oriented protection and the role security officers play in this approach to security. *(Note: FPS will provide the instructor with information on this program to assist in training).*
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	The typical duties of a Contract Security Officer and responsibilities associated with being a security officer at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	0.5	Police professionalism today, including the expanding use of security officers and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security officers.
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 officers based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives are acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security officers with the concept surrounding effective communications and development of communication skills. Present the security officer with the theory of communications; various types of obstacles that can hinder the

Subject	Hours	Scope
		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 are acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction provided to the security officers 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 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 are acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Discuss the basic knowledge needed for the security officers 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. Provide special attention to the changes in human behavior that might occur in the contract security officer 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 are acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws, regulations, and the concept of legal jurisdiction as it pertains to the security officers' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security officers 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 officer with the knowledge of the legal application of search and seizure law in the performance of duties as a security officer with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search

Subject	Hours	Scope
		and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security officer with knowledge of how security officers 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 officers should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	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 and the consequences of the unauthorized use or misuse of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	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	Definition of evidence (direct, circumstantial, and real), admissibility as it relates to competency, relevancy, materiality, and hearsay; information on the exclusionary rule and other related items; procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	The relationship between the Contractor and the Government. The 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	The purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations security officers will respond to. Describe the proper approach to such situations; discuss the security officer's role and responsibility; and instruct in the appropriate techniques employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security officer with the care and caution they must exercise when coming upon a crime in progress. Discuss the element of surprise and the possibilities of encountering a crime being committed. Place special emphasis on the crimes the security officer may encounter while on duty within a Federal facility, their actions and responses, and the requirements of the agency.

Subject	Hours	Scope
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security officer with the care and caution (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 officer may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security officer's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Importance of properly prepared records, reports, and forms. Students shall receive examples and prepare sample records, reports, and forms that 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 security officers may 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 officers 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 officer's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	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	Workplace violence, who commits violent acts and why, security officer response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Discuss and provide field practice in crowd control to teach the security officers how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Place emphasis on effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Procedures security officers will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Place emphasis on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct security officers on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Defining the terms of sabotage and espionage and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as

Subject	Hours	Scope
		response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications to instruct Security Officers 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 affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Metal Detectors	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held metal detectors. Instruction will include a video training presentation via a Government provided DVD. Security Officers will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

EXHIBIT 4F: CONTRACTOR PROVIDED SUPERVISORY TRAINING

The Contractor must present 9 hours of supervisory training to any security officer 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	The basic duties and responsibilities of a security officer supervisor; the staffing of all duty posts at all times as required by the Contract; the completion and accurate documentation of all required forms in legible and timely manner; uniform and equipment requirements for subordinate employees; and proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Review of 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. Discuss the actual contract 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	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	The importance of a supervisor being a good leader; focusing on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.
Purpose of Discipline	1	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	The problems encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling; information on

Subject	Hours	Scope
		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	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	Scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Include several practical "hands on" scheduling exercises.

EXHIBIT 4G: GOVERNMENT PROVIDED ORIENTATION TRAINING

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 8 hours.

8 Hours

Subject	Hours	Scope
Rules and Regulations	1	FPS' 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 security officers receive training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types and required FPS Forms, and necessity of field notes and reports expected from the security officer. Discuss the use, value, and purpose of reports and field notes. Special instruction 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 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. Officer and Inspectors Register h. Security Officers Hourly Report i. Special forms unique to the facility used in the performance of the Contract duties
Telephone and Radio Communications	1	The use of telephone and radio communications techniques. Instruction will present standard

Subject	Hours	Scope
		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 officers' relationship to other law enforcement agencies. Each security officer 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.

EXHIBIT 4H: GOVERNMENT PROVIDED COMPUTER BASED SCREENER TRAINING

The COTR will provide the Contractor with training locations and dates. The Contractor will provide the COTR with a roster identifying the Protective Security Officers (PSOs) that will attend each training session.

There may be some fluctuation in the actual time covered for each subject, but the total training time will not exceed eight (8) hours.

8 Hours

Subject	Hours	Scope
Screening and Weapons Detection Training	8	Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques.

EXHIBIT 4I: GOVERNMENT PROVIDED SCREENER TRAINING

The COTR will provide the Contractor with training locations and dates. The Contractor will provide the COTR with a roster identifying the Protective Security Officers (PSO) that will attend each training session.

Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques. Instruction may also include audio and video training presentations. There may be some fluctuation in the actual time covered for each subject, but the total training time will not exceed eight (8) hours.

Each student attending the training shall bring a bag, backpack, or purse filled with normal household or personal items (e.g. clothing, shoes, hairpbrush, etc.) for use during the training. The student bags shall not contain weapons.

8 Hours

Subject	Scope
Facility Entry Control Authorities and Directives	Instruction will include Lecture on the FPS Facility Entry Control Directive to include rules, regulation, laws that related to the duties performed by PSOs that perform screening duties.
Patrol and Response Post	Instruction will include lecture and practical application related to the duties of a PSO manning a Patrol and Response Post to provide surveillance and over-watch at a screening station.
Metal Detector Operator (Walk Through Metal Detector and Hand Held Metal Detector)	Instruction will include lecture and practical application related to the duties of a PSO operating a walk through and/or hand-held metal detector at a screening station.
X-ray Machine Operator	Instruction will include lecture and practical application related to the duties of a PSO an X-ray Machine at a screening station.

EXHIBIT 4J: GOVERNMENT PROVIDED RECURRENT TRAINING

The COTR will provide the Contractor with training locations and dates. The Contractor will provide the COTR with a roster identifying the Protective Security Officers (PSOs) that will attend each training session.

There may be some fluctuation in the actual time covered for each subject, but the total training time will not exceed eight (8) hours.

8 Hours

Subject	Hours	Scope
Annual Screening and Weapons Detection Training	8	Instruction may include device nomenclature, performance testing, and operations of security equipment and manual security techniques.

EXHIBIT 5: PSO CERTIFICATION FILE TRANSFER INSTRUCTIONS

Risk Assessment and Management Program (RAMP)

Protective Security Officer (PSO) Certification File

Transfer Instructions

June 2010

1. Introduction

The Federal Protective Service (FPS) Risk Assessment and Management Program (RAMP) serves as the centralized repository for tracking guard certification data by FPS.

Companies must provide data to FPS for entry into RAMP. FPS uses this data to verify certification status of guards during post inspections and as part of administrative audits. Any data provided to FPS must match what is in the guard's file maintained by the company.

Process Overview	Section Reference
The information in RAMP needs to be added or updated for the company's employees.	**2.0 Adding and Updating Information in RAMP** 2.1 What information do I submit? 2.2 What format do I use? 2.3 How do I add, update, or remove guard information?
Company generates the XML files and e-mails them to FPS-RAMP@dhs.gov. *FPS uploads all files received during the day. Files are processed every night at 10 p.m. FPS prepares an InfoPath status report the following morning.* **Companies correct files that did not load successfully.** *FPS sends a monthly report for each company that lists all guard employees with their certification status.*	**3.0 Saving, Finalizing, and Updating XML Files** 3.1 How do I save a draft of an InfoPath form I'm working on? 3.2 How do I generate the final file? 3.3 How can I submit revisions to files?
Companies review the report to identify certifications that are expired, unfulfilled, or due to expire within 30 days. *FPS enters data into RAMP for suitability and FPS Exam completion.*	**4.0 Reports of Data**

The following sections provide detailed instructions on this process. Questions should be directed to the FPS-RAMP@dhs.gov e-mail account.

2. Adding and Updating Information in RAMP

2.1. What basic information do I submit?

There are three categories of information required:

- **Company Information**
- **Guard Information**
- **Certification Information**

2.1.1. Company Information

The following basic information about the company and person submitting the information on behalf of the company is mandatory:

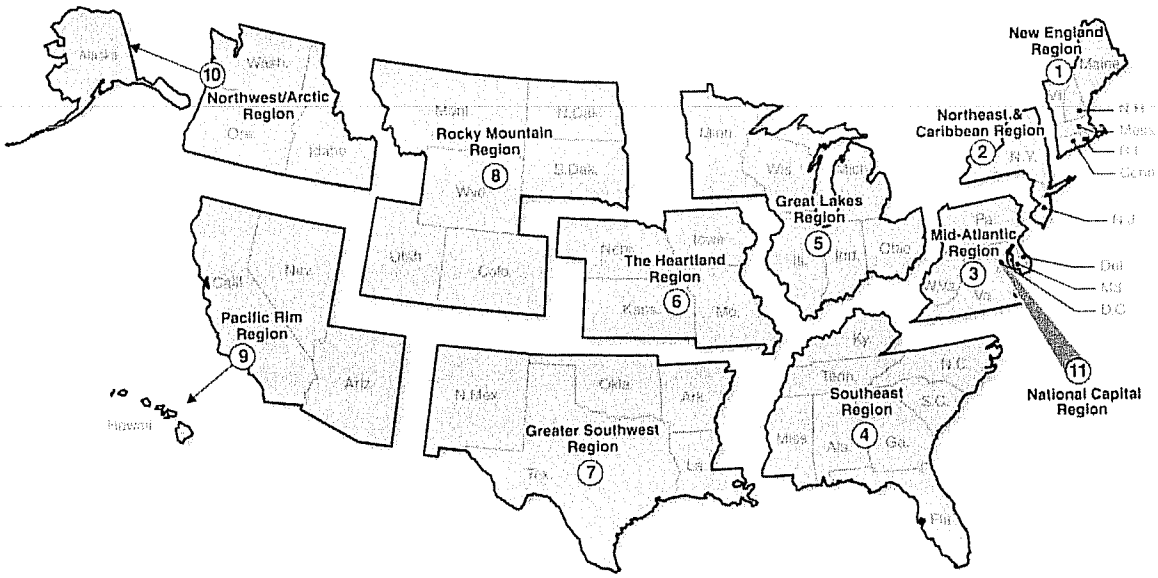
- **Company Name**—The company name as it appears on the FPS-provided reports generated from RAMP. If there are ANY differences in what you submit, RAMP will reject the file for your correction and resubmission. If you are unsure how your company name is to be entered, request clarification from FPS-RAMP@dhs.gov.
- **Email**—The e-mail address of the person who is submitting the information on behalf of the company.

- **POC Last Name** and **POC First Name**—The last and first name of the person who is submitting the information on behalf of the company.
- **POC Position**—The position of the person who is submitting information on behalf of the company.

2.1.2. Guard Information

The following basic information on the guard employee is mandatory:

- **Guard Last Name** and **Guard First Name**—The last and first name of the guard employee whose certification records you are submitting.
- **Guard Middle Name**—The middle name of the guard employee whose certification records you are submitting. **NOTE:** The **Middle Name** field is optional.
- **SSN (last 4 digits)**—The last four digits of the social security number for the guard employee whose certification records you are submitting.
- **Region Code**—The FPS region code of the primary region where the guard works. The FPS Regions are defined in the below image.



RAMP will recognize the guard using a combination of their last name, first name, and last four digits of their social security number. Ensure that information is entered exactly how the name and social security number display in the FPS reports sent to you. If there are ANY differences in what you submit, RAMP will reject the file.

2.1.3. Certification Information

FPS has established national standards for a minimum set of mandatory certifications and frequencies as follows:

Certification Type	Description	Mandatory	Frequency
AED Certification	Completed automated external defibrillator training and received certification.	Y	Annual
Contractor Basic Training	Completed 64 hours of Basic Training provided by contractor.	Y	One time
Contractor Basic Weapons Training	Completed 40 hours of Basic Weapons Training provided by the contractor.	Y	One time
CPR Certification	Completed cardiopulmonary resuscitation training and	Y	Annual

Certification Type	Description	Mandatory	Frequency
	received certification.		
Domestic Violence Certification	Completed certification for disclosure of domestic violence (e.g., Lautenberg Statement).	Y	Annual
Drug Certification	Completed drug testing with a negative result (e.g., no drugs were detected). NOTE: Do not submit that the drug certification was completed if the test result was positive.	Y	Initial and random
Firearms Qualification	Successfully completed firearms performance qualification through testing at a range. NOTE: Only a single passing score should be recorded per weapon. If a guard has qualifications for different weapons, submit each separately.	Y	Annual
First Aid Certification	Completed first aid training and received certification.	Y	Every three years
High School Diploma/GED	Received high school diploma or GED. There are no substitutes for this requirement. NOTE: Do not submit information on advanced degrees. The only required information is on HS Diploma/GED.	Y	One time
Medical Certification	Successfully completed medical examination and obtained certification from physician.	Y	Every three years
Baton Training	Completed training on how to use a baton.	N	Annual
Contractor Refresher Training	Completed 40 hours of Refresher Training provided by contractor. NOTE: This is inclusive of screener refresher training.	N	Every three years
FPS Basic Training	Completed 8 hours of Basic Training (e.g., DHS initial orientation) provided by FPS.	N	One time
FPS Refresher Training	Completed 8 hours of Refresher Training provided by FPS.	N	Annual
Initial Screener Training	Completed 8 hours of Initial Screener training provided by FPS. NOTE: This includes screening functions and equipment (e.g., X-Ray and MAG Training).	N	One time
OC Spray Training	Completed training on how to use OC spray.	N	Annual
Other Requirement	Other contract- or post-specific certification. Examples of other requirements may include: driver's license, security clearance. NOTE: Do not submit information on the following items through this process: I-9, DD-214, College Degrees, Suitability or FPS Exams.	N	One time
Other Weapons Qualification	If other weapons are required in a contract, additional qualifications information would be required.	N	Annual
Respirator Fit Test	Successful completion of a respirator fit test. Do not submit information on unsuccessful fit tests.	N	Annual
State/Local Firearms Permit	Issued permit authorizing to carry a firearm in specified state or locality. NOTE: Do not submit information on an application that was submitted and is pending approval. Only submit the actual permit effective date and expiration date.	N	One time
State/Local Guard Permit	Issued permit authorizing to serve as a security guard in specified state or locality. NOTE: Do not submit information on an application that was submitted and is pending approval. Only submit the actual permit effective date and expiration date.	N	One time
Supervisory Training	Completed supervisory training as applicable.	N	One time

Each certification has data associated with it that is mandatory (e.g., Start Date, Issuing Authority, Score, etc.). The form will indicate which fields are mandatory based on the certification type selected. Below is a table indicating which fields apply to each certification.

EXHIBIT 6: PTS INSTRUCTIONS

[PLACEHOLDER]

EXHIBIT 7: MEDICAL QUESTIONNAIRE AND PHYSICAL ABILITIES TEST MANUAL

Protective Security Officers (PSO) Medical Examination and Certification Standards

General Background

PSOs provide integrated law enforcement support and security services daily to millions of tenants and visitors at federally owned/leased facilities nationwide. PSOs present a visible deterrent, safeguard and secure government assets, and provide a safe and secure environment for employees and visitors.

Medical Exam Questionnaire and Certification of Standards

The purpose of Medical Exam Questionnaire is to guide physicians in determining a PSO candidate's medical fitness to perform job tasks. This questionnaire contains both specific medical standards and direction as to when additional diagnostic testing may be required. **A physician must review and complete this Questionnaire.** *A physician's determination of a limiting condition will result in a failure to meet required medical standards.* The questionnaire has three sections and two attachments:

- **Section 1:** Critical Tasks Performed by PSOs identifies medical and physical limiting tasks.
- **Section 2**: Medical Exam Questionnaire includes the physician's review of specific standards for vision, hearing, cardiovascular fitness, musculoskeletal condition, and general health.
- **Section 3**: Conclusions provides the physician an opportunity to communicate their observations and determine a conclusion on the candidate's ability to perform the functions of the job.
- **Attachment 1**: PSO Functions and Tasks details the minimum set of specific tasks all PSOs are expected to perform.
- **Attachment 2**: Physical Abilities Testing Manual provides detailed instructions for administering submaximal stamina test for PSOs.

Section 1: Critical Tasks

PSOs must have the physical capacity and training to accomplish common and occasional tasks. The checklist below is based on an abbreviated and consolidated list of critical tasks (Attachment 1) that are indicative of demands placed upon PSOs. Critical Tasks are divided into two types:

- **Common Critical Tasks**: Normal, everyday duties.
- **Occasional Critical Tasks**: Occur less frequently, but are critical to successful job performance and public safety.

PSOs may be exposed to a wide variety of environmental conditions including, but not limited to, the following:

- Working outdoors
- Excessive heat
- Excessive cold
- Constant noise
- Slippery or uneven walking surfaces
- Working around moving objects or vehicles
- Shifts lasting eight or more hours while working alone
- Frequent, close contact with members of the public
- Potential threats or security risks, whether physical or verbal
- Construction environment and associated hazard

Common Critical Tasks	
1	Stand post at the entry/exit gates to verify all persons' identification and conduct inquiries and surveillance of items, packages, and people. Check packages, briefcases, containers, or any other items in the possession of people entering or leaving a Federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items. Operate x-ray machine to search deliveries, visitors' packages, equipment, and hand carried articles for prohibited items.
3	Monitor security and fire alarms and closed-circuit television to detect security risks or threats.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct patrols in accordance with routes and schedules contained in post orders. Inspect facilities and perimeters for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities. Close and secure open windows, doors, gates, or other access points.
6	Investigate the source of suspicious odors and sounds.
7	Patrol locations in areas which are a potentially hazardous to the public (e.g., construction sites).
8	Observe unique characteristics of an individual for identification purposes. Observe a person's body language to assess attitude and intention.
9	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
Occasional Critical Tasks	
1	Locate and review documents and information (e.g., logs, lists). Read memos and other written material to obtain and maintain knowledge. Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
2	Use defensive tactics to prevent or control movements of individuals.
3	Subdue violent persons with or without assistance. Break up fights. Disarm individuals.
4	Apply handcuffs to individuals who are displaying erratic or violent behavior.
5	Use baton or chemical spray to temporarily incapacitate a violent individual. Participate in training in the use of chemical agents, restraining devices, and batons to be used in emergency situations.
6	Discharge firearm during daylight or in dark or low light environment while using flashlight.
7	Evacuate individuals from dangerous and/or life threatening situations.
8	Administer cardio-pulmonary resuscitation (CPR).
9	Pursue fleeing individual on foot.

Section 2: Medical Exam Questionnaire

Patient's Name:_____
(Printed: Last, First, MI)

VISION		
QUESTIONS TO DETERMINE ELIGIBILITY	**CIRCLE**	
1. Does candidate wear corrective lenses? If yes, in the below chart indicate with a check mark the type of lenses used and which lenses are used most frequently, and identify the prescription strength:	**Yes**	**No**

Visual Aid	Yes	Used Most Frequently	Prescription Strength
Glasses			
Soft Contact Lenses			
Hard Contact Lenses			
Gas Permeable Lenses			

2. Does candidate have 20/30 vision while using both eyes?	**Yes**	**No**
3. Visual Acuity: Identify candidate's visual acuity with and without corrective lenses. If the candidate does not wear corrective lenses insert "NA". Normal Acuity: _____Corrective Acuity:_____		
4. Is candidate capable, in at least one eye, of reading a minimum of Jaegar Number 2 or equivalent type and size letter at a distance of no less than 12 inches on a standard Jaegar chart?	**Yes**	**No**
5. Does candidate exhibit normal color vision?	**Yes**	**No**
6. Does candidate exhibit any visual conditions that may impact their ability to perform critical tasks of a PSO? For example, peripheral vision deficits or night blindness.	**Yes**	**No**
7. Use this section to explain any limiting factors or why candidate does not meet above requirements for vision.		

Section 2: Medical Exam Questionnaire

Patient's Name:_____
(Printed: Last, First, MI)

HEARING		
QUESTIONS TO DETERMINE ELIGIBILITY	**CIRCLE**	
1. Does candidate require use of a hearing aid?	**Yes**	**No**
2. Does candidate have hearing less than or equal to 25db?	**Yes**	**No**
3. Identify candidate's **average** hearing (corrected, if applicable) across the following 500, 1000, 2000, and 3000 Hz levels: _____ db		
4. Does candidate have hearing less than or equal to 45db?	**Yes**	**No**
5. Identify candidate's hearing (corrected, if applicable) at the 4000 and 5000 Hz levels: _____ db		
6. Does candidate have a hearing variance between left and right ears? If yes, identify the ear with more hearing loss? **Left**_____ **Right**_____ What is difference between 500 to 3000 Hz range? _____db **Required: Test candidate further for sound localization deficiency if difference exceeds 15 db.** What is the difference between 4000 to 5000 Hz range? _____ db **Required: Test candidate further for sound localization deficiency if difference exceeds 30 db.**	**Yes**	**No**
7. Does candidate present evidence of inner/middle/outer ear disorders affecting equilibrium?	**Yes**	**No**

Section 2: Medical Exam Questionnaire

Patient's Name:_____
(Printed: Last, First, MI)

CARDIOVASCULAR SYSTEM

The physician should administer the Physical Ability Test (Attachment 2) or review the results of the hiring agency's administered physical abilities test prior to completing this section.

QUESTIONS TO DETERMINE ELIGIBILITY

1. Identify candidate's aerobic capacity in **METs** _____or in **VO2 Max**_____

   Required standard: Minimum nine (9) METs or 31.5 ml/kg/min VO2 Max

2. Identify candidate's resting blood pressure:

   mmHg Systolic_____mmHg Diastolic_____

   Required standard: Maximum 180 mmHg systolic, 90 mmHg diastolic.

3. Use this section to explain any limiting factors or why candidate does not meet the above requirements for the cardiovascular system.

Section 2: Medical Exam Questionnaire

Patient's Name:_____

(Printed: Last, First, MI)

MUSCULOSKELETAL SYSTEM		
QUESTIONS TO DETERMINE ELIGIBILITY	**CIRCLE**	
1. Does candidate exhibit full range of motion?	**Yes**	**No**
2. Is candidate able to easily get up and down from a kneeling position?	**Yes**	**No**
3. Is candidate able to lift 40 pounds minimum from floor to waist?	**Yes**	**No**
4. Is candidate able to bench press at least 40% of their body weight?	**Yes**	**No**
5. Is candidate able to perform sit-ups and pushups continuously for at least 30 seconds? *Note: The candidate is to perform this task without stopping, irrespective of number of repetitions. This task tests candidate's strength, range of motion, and flexibility while performing a certain continuous motion for 30 seconds. It is not designed to test candidate's ability to do sit-ups and/or pushups.*	**Yes**	**No**
6. Use this section to explain any limiting factors or why candidate does not meet the above requirement for the musculoskeletal system.		

Section 2: Medical Exam Questionnaire

Patient's Name:_____
(Printed: Last, First, MI)

GENERAL HEALTH		
QUESTIONS TO DETERMINE ELIGIBILITY Conditions listed below could potentially influence a PSOs performance; these conditions would not solely exclude a candidate from a PSO position, but serve as indicators for further review. Physician's evaluation will determine if a condition limits a candidate's ability to perform tasks (Attachment 1).	**CIRCLE**	
1. Does candidate exhibit a loss of sense of smell, aphonia, or other abnormalities of nose, throat, or ears that may prevent successful task performance?	**Yes**	**No**
2. Does candidate exhibit evidence of chronic bronchitis, emphysema (moderate or severe), infectious pulmonary tuberculosis, or other respiratory abnormalities that may prevent successful task performance?	**Yes**	**No**
3. Does candidate exhibit evidence of eczema, psoriasis, dermatitis, or other dermatological condition that may prevent successful task performance?	**Yes**	**No**
4. Does candidate exhibit evidence of a gastrointestinal issue that may prevent successful task performance, requiring the candidate to stand or walk continuously for eight (8) hours without regular access to a restroom?	**Yes**	**No**
5. Use this section to explain any limiting factors or why candidate does not meet the above requirements for general health.		

Section 2: Medical Exam Questionnaire

Patient's Name:_____
(Printed: Last, First, MI)

Section 3: Conclusions

Summarize below any medical findings which, in your opinion, would limit this candidate from successfully performing PSO tasks or would otherwise make this candidate a hazard to himself/herself or others. Check appropriate section.

_____No limiting conditions noted.

_____Limiting conditions described below. (Identify appropriate questionnaire type and associated number. If additional space is necessary, use reverse side of this page.)

_____

_____

_____

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_____

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_____

_____

Signature: _____ **Date:** _____

Examining Physician's Name_____
(Print or stamp):

Address: _____

Telephone: _____

Attachment 1: PSO Functions and Task

PSO Specific Tasks (6 Core Areas/84 total tasks)

These tasks entail the minimum set of specific tasks all PSOs are expected to perform

Access Control	
1	Stand post at the entry/exit points to verify all persons' identification and conduct inquiries and surveillance of suspicious items, packages, and people.
2	Ensure individuals do not depart with government material unless they are authorized to do so.
3	Verbally challenge individuals who are approaching restricted areas.
4	Direct individuals who cause a disturbance to leave the property.
5	Operate traffic control points.
6	Close off areas to traffic, establish perimeters, and set up barricades to secure incident scenes or facilities.
7	Control access to incident scenes.
8	Help ensure integrity of a crime scene, maintaining it in its original condition until law enforcement personnel take over.
9	Coordinate the receipt, issuance, and tracking of all keys, key cards, lock combinations, vehicle passes/decals, etc.
10	Identify suspicious persons or vehicles.
Screening	
1	Inspect packages, briefcases, containers, or any other items in the possession of people entering or leaving a federally controlled facility.
2	Operate metal detectors to search visitors for prohibited items.
3	Operate x-ray machine to search deliveries and visitors' packages, equipment, and hand carried articles for prohibited items.
4	Conduct vehicle inspection, which may include inspecting under seats, in the trunk, and under the vehicle.
5	Conduct frisks or pat downs for weapons or other unauthorized items.
Visitor Processing	
1	Verify proper identification of visitors required for issuance of visitor badges.
2	Process visitors.
Patrol and Response	
1	Inspect appropriate countermeasures, including facility critical protection points and classified containers.
2	Inspect facilities for hazards, mechanical problems, and unsafe conditions and report problems to appropriate authorities.
3	Close and secure open windows, doors, gates, or other access points.
4	Manually open and close heavy gates and doors.
5	Conduct patrols in accordance with routes and schedules contained in post orders.
6	Inform dispatcher of present status and changes in conditions.
7	Patrol locations in areas which are potentially hazardous to the public (e.g. construction sites).
8	Inspect the perimeter, property, and buildings for hazards, intruders, and suspicious activities.
9	Observe the environment for suspicious vehicles or persons on or around Federal property.
10	Review maps, floor plans, diagrams, or other information to become familiar with facility and property boundaries.
11	Evacuate individuals from dangerous and/or life threatening situations.
12	Guide and assist First Responders (e.g., with scene management or security).
13	Assess the condition of injured individuals.
14	Perform basic first aid in response to emergencies.
15	Administer cardio-pulmonary resuscitation (CPR).
16	Administer/deploy automatic external defibrillator (AED).
17	Use fire extinguisher to put out a minor fire.
18	Request emergency assistance in response to traffic accidents.
19	Assist in conducting accident and incident scene searches and investigations (e.g., check visitor logs, video) in search of relevant evidence and information to determine the facts of the situation.
20	Follow directions to and respond to emergency and routine calls for service until the situation is resolved or until relieved by a higher authority.

Attachment 1: PSO Functions and Task

21	Investigate the source of suspicious odors and sounds.
22	Pursue fleeing individual.
23	Escort money, valuables, or people to provide security.
24	Escort facility tenants and visitors to and/or from their vehicles after hours.
Control Center Operations	
1	Check radio equipment for proper operation.
2	Monitor security and fire alarms and closed-circuit television to detect security risks, threats, or prohibited items carried by visitors.
3	Dispatch PSOs in response to calls for service, alarms, or emergencies.
Common Tasks	
1	Report potentially threatening situations and violations of law and security procedures.
2	Observe unique characteristics of an individual for identification purposes.
3	Collect information about stolen or missing property or suspicious activities to aid investigations.
4	Take detailed field notes so reports can be completed.
5	Write and/or speak situation reports regarding security related information (e.g., accidents, bomb threats, unlawful acts, characteristics of individuals).
6	Communicate with individuals to establish rapport.
7	Adjust communication to ensure understanding.
8	Provide direction or information to tenants or visitors.
9	Advise persons relative to problems, situations, etc.
10	Encourage people to approach by using effective non-verbal communication (e.g., making eye contact, smiling, greeting a person cordially, and nodding).
11	Communicate with rude or abusive people.
12	Use body language to project control and influence.
13	Use voice commands to project control and direct actions.
14	Explain rules, regulations, and procedures to individuals.
15	Interact with a subject who does not speak English.
16	Interact with a subject who has communication impairment (e.g., is deaf, has a speech impediment).
17	Interact with a subject who has mobility impairment (e.g., is blind, is wheelchair bound).
18	Interact with public, including children.
19	Interview witnesses to obtain description of possible suspects or description of what happened.
20	Advise appropriate personnel of potentially hazardous conditions (e.g., slippery floors).
21	Communicate with first responders.
22	Testify in court regarding criminal activity or other incidents.
23	Report misconduct of other Security Officers.
24	Ensure that all security equipment is activated and operating properly; if not, report to proper authority.
25	Inventory physical objects (e.g., keys, keycards, vehicles, visitor badges) and log accordingly.
26	Locate and review documents and information (e.g., logs, lists).
27	Read memos and other written material to acquire and maintain knowledge.
28	Participate in search for missing child.
29	Activate alarm systems.
30	Provide backup assistance to Law Enforcement Officers and other PSOs.
31	Maintain situational awareness regarding individuals' body language, projected attitudes, and intentions.
32	Care for and maintain firearms.
33	Participate in firearms training.
34	Participate in training in the use of intermediate force weapons to be used in emergency situations.
35	Use intermediate force weapon to temporarily incapacitate a violent individual.
36	Operate firearm to protect self and others.
37	Maintain positive control and retention of firearms and intermediate weapons at all times.
38	Use defensive tactics to prevent or control movements of individuals.
39	Defend against violent combative person(s) to prevent injury to self or others.
40	Physically control individuals displaying disruptive or violent behavior, to include applying handcuffs.

Attachment 2: Physical Abilities Testing Manual

Physical Ability Standard

This Manual provides detailed instructions for administering submaximal stamina test for Protective Security Officers (PSOs). Physical ability standards for PSOs are based on an extensive job analysis and are designed to ensure that candidates will be able to perform assigned tasks.

Aerobic Capacity Test Administration

To insure a candidate possesses adequate aerobic power (stamina), a standardized aerobic capacity test is administered. The aerobic test is a submaximal effort. Maximum oxygen consumption is estimated, rather than measured. **The required standard is 9 METs or VO2max of 31.5 ml/kg/min.**

The physician or hiring agency may use any of the three methods listed below for administering this test:

1. **Step Test:** Heart rate is monitored while the candidate steps up and down from a bench 10 or 11 inches high and large enough such that a candidate can safely step up and down without risk for six minutes. Stepping rate ranges from 18 to 24 ascents per minute. Heart rate, step rate, and bench height are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

2. **Stepmill Test:** Heart rate is monitored while the candidate steps on a moving tread with two stepping rates of 18 and 24 ascents per minute. The workload is increased after the first three minutes. Heart rate, step rate, and workload are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

3. **Treadmill Test:** Heart rate is monitored while the candidate walks/jogs on a motorized treadmill at a known speed and inclination. The workload is increased after the first three minutes by increasing the inclination of the treadmill. Heart rate and treadmill speed and inclination are used to compute the candidate's maximum aerobic power in mL/kg/min (American College of Sports Medicine, 1980; Astrand and Rodahl, 1986).

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Required Equipment:

- Step bench, stepmill, or treadmill
  - Step Bench must be 10 or 11 inches high, at least 36 inches wide and at least 24 inches deep.
  - Stepmill must be designed for commercial use with treads at least 20 inches wide by 60 inches long with a tread height of eight (8) inches.
  - Treadmill must be designed for commercial use, motorized, and capable of differential speed and inclination.
- Heart rate monitor with extra sensor belt
- Stopwatch
- Metronome
- Calculator
- Well-ventilated room with constant comfortable temperature
- Writing utensils
- Telephone or call button to summon emergency medical assistance with emergency number clearly posted for reference

Candidate Requirements:

- Candidates should not eat, smoke, or drink caffeinated beverages at least two hours prior to test
- Candidates should avoid heavy physical exertion at least three hours prior to test
- Candidate should be free of infection, including colds, prior to test

Test Administrator Requirements:

- American Red Cross or American Heart Association certified in cardiopulmonary resuscitation at the basic rescue level
- Familiar with emergency procedures for the facility
- Completely familiar with the required equipment and testing instructions before administering any tests
- Maximum administrator to candidate ratio is one administrator to six candidates

Prior to Administering Test:

- Calculate and record candidate's resting heart rate (RHR) and maximum heart rate
- Determine and record heart rate at which to stop testing
- Read all instructions to candidate

Calculations:

Estimating Resting Heart Rate*		
Age and Health Condition *If, at rest, the candidate displays a resting heart rate below the estimates listed, use the measured heart rate.	**Male**	**Female**
Under 40, healthy in appearance, not estimated to be overweight, and from questioning, pursues an active lifestyle (work and/or recreation).	70	76
Under 40 and overweight or sedentary lifestyle, OR Over 40, not overweight, and active.	74	80
Over 40 and sedentary.	78	84

Estimating Maximum Heart Rate (HRmax)

Maximal heart rate does not differ substantially between genders, but does decrease with age. The following chart identifies an accurate estimate of HRmax and Heart Rate to Terminate Testing.

Determining Heart Rate at Which to Terminate Testing

A submaximal aerobic capacity test should be stopped if heart rate reaches 85% of candidate's estimated maximum. A table of age and predicted maximum heart rates and level to stop the testing is presented below. Testing without a physician present is considered safe only up to 85% to 90% of maximum heart rate. This value can be determined by the following equation, and should be prominently recorded on a data sheet:

Heart Rate to Terminate Aerobic Capacity Test = 0.85 x Max HR

Attachment 2: Physical Abilities Testing Manual

NOTE: *The heart rate to terminate test (HRtt) could be set at even lower levels in instances where there is special concern about a given candidate (i.e., older candidate, or suspected very low fitness). Some facilities may elect to take a generally more conservative approach. To a certain extent, this can be accomplished without loss of accuracy.*

Age	HRmax	HRtt		Age	HRmax	HRtt
21	**199**	**169**		44	**184**	**156**
22	**199**	**169**		45	**183**	**156**
23	**198**	**168**		46	**183**	**155**
24	**197**	**168**		47	**182**	**155**
25	**197**	**167**		48	**181**	**154**
26	**196**	**167**		49	**181**	**153**
27	**195**	**166**		50	**180**	**153**
28	**195**	**165**		51	**179**	**152**
29	**194**	**165**		52	**179**	**152**
30	**193**	**164**		53	**178**	**151**
31	**193**	**164**		54	**177**	**151**
32	**192**	**163**		55	**177**	**150**
33	**191**	**163**		56	**176**	**149**
34	**191**	**162**		57	**175**	**149**
35	**190**	**161**		58	**175**	**148**
36	**189**	**161**		59	**174**	**148**
37	**189**	**160**		60	**173**	**147**
38	**188**	**160**		61	**173**	**147**
39	**187**	**159**		62	**172**	**146**
40	**187**	**159**		63	**171**	**146**
41	**186**	**158**		64	**171**	**145**
42	**185**	**157**		65+	**170**	**144**
43	**185**	**157**				

Attachment 2: Physical Abilities Testing Manual

Getting Started:

Attach heart rate monitor electrodes (belted or disposable), to candidate. Make sure heart rate monitor is in good working order and candidate's heartbeat appears as a regular rhythmic cursor on monitor. Read this statement to candidates prior to taking any test:

1. "You will be taking a test which will elevate your heart rate. You must get your physician's clearance before taking this test if you have:
   - Known or suspected heart disease
   - High blood pressure (hypertension)
   - Back problems
   - Chronic obstructive pulmonary disease such as asthma
   - Or if you are taking prescribed medication

2. You should also consider getting your physician's clearance if you:
   - Are in poor physical shape
   - Are over 35, don't exert yourself regularly in occupational or recreational endeavors like hiking, walking, running, etc.
   - Have any concerns about taking this test

3. You must stop taking test if you feel any of the following symptoms:
   - Pain or tightness in chest
   - Dizziness or light-headedness
   - Unusual shortness of breath
   - Any unusual pain

4. Testing procedures simulate demands of PSO position and are no direct reflection on your personal health. Unfortunately, there is a natural tendency to interpret these procedures as a physical examination which makes a definitive statement about a candidate's health. Thus, "failing" these tests can be a source of concern to a candidate. THESE TESTS IN NO WAY SHOULD BE CONSTRUED AS A MEASURE OF YOUR PHYSICAL HEALTH."

During the Test:

Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

- **Monitor** heart rate continuously.
- **Observe** candidate's physical condition.
- Occasionally **ask** candidate, "How are you doing?"
- Keep candidate **informed** on how much time remains during test.

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Step Test

Step bench shall stable enough were a bench will not move and a candidate can safely step up and down.

The test protocol is as follows:

Level 1: Three minutes at 18 Steps per minute
Level 2: Three minutes at 24 Steps per minute

Test Administration

1. **Read to candidate:** "You will be stepping up and down on this bench for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first." (Note: *Test Administrator shall provide figures of maximum heart rate and 85% heart rate to candidate.*)

2. **Read to candidate:** "It is important that on going up, you go all the way to where your leg is straight and your body is erect. (Demonstrate action). You may change lead legs, as you desire. (Demonstrate action). Your heart rate will be monitored during the entire test." (Note: *Have each candidate try three to five ascents with metronome audible, to acquire "feel" before starting test.)*

3. After candidate has had a few successful attempts, tell them to stop and stop metronome.

4. **Read to candidate:** "Are you ready?" (Note: *Start metronome at 18 steps per minute (72 beats per minute on metronome).*)

5. **Read to candidate:** "Begin test." (Note: *Start stopwatch as candidate starts their first step.)*

6. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

    a. **Monitor** heart rate continuously.
    b. **Observe** candidate's physical condition.
    c. Occasionally **ask** candidate, "How are you doing?"
    d. Keep candidate **informed** on how much time remains during test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS

a. **If candidate's heart rate exceeds 85% of age predicted maximum**
b. **Candidate is not physically qualified**
c. **He/she may be over stressed by test**

DO NOT DISCUSS PERFORMANCE OR SCORES

7. Monitor candidate's pace. If candidate is markedly faster or slower than cadence, have him/her adjust accordingly. Take note of candidate's motion; coming to a fully erect position on each ascent; remind candidate if necessary.

8. Starting at two minutes and zero seconds, count number of complete steps taken during next 30 seconds. (i.e. stop counting at two minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 1.

9. At two minutes and 45 seconds, tell candidate you are about to increase speed of test.

10. At two minutes and 55 seconds, note and record candidate's heart rate.

11. Increase speed of the metronome to 24 steps per minute (96 beats per minute on metronome).

12. Starting at five minutes and zero seconds, count number of complete steps taken during next 30 seconds (i.e. stop counting at five minutes and 30 seconds). This value, multiplied by two, will be the step rate for Stage 2.

13. At five minutes and 30 seconds, tell candidate: "30 seconds to go."

14. At five minutes and 50 seconds, tell candidate: "10 seconds to go."

15. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.

16. During ascent, tell candidate, "one more" and pause until he/she is starting last ascent and say: "Stop."

17. Note and record time at which candidate stopped test.

18. Note and record candidate's heart rate when test stopped.

19. It is useful to note time of day so time between tests may be determined.

Scoring the Step Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or MET**max**), may be obtained.

Calculation of aerobic capacity entails using data from final stage of step test. A generalized equation which uses data of a single stage (i.e. the last stage) is as follows:

For hand calculation of METmax using an 11" bench:

METmax = _[HRR{(0.2917*Step Rate) - 1}/(FHR - RHR)] + 1

For hand calculation of METmax using a 10" bench:

METmax = _[HRR{(0.2737*Step Rate) - 1}/(FHR - RHR)] + 1

Where:

Step Rate = Stepping rate on bench (e.g. 24 steps per minute or 18 steps per minute etc.).

FHR = Final Heart Rate at the end of the stepping period.

RHR = Resting Heart Rate.

HRR = Heart Rate Reserve (Age Predicted HR Max - RHR).

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Stepmill Test

The test protocol is as follows:

Level 1: Three minutes at 4 METs, 18 steps per minute
Level 2: Three minutes at 7 METs, 24 Steps per minute

Test Administration

1. Read to candidate: "You will be stepping up and down on this stepmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first. (Note: *Administrator should provide maximum heart rate and 85% heart rate figures to candidate.*) You can rest your hands on the rail but you cannot exert any pressure or press down on the handrails while stepping. Your heart rate will be monitored during entire test."

2. Have candidate try stepmill for up to one minute or until candidate says he or she feels comfortable and has the feel of stepping in the stepmill before starting test.

3. After they have had a brief period to get acclimated, tell them to stop.

4. Read to candidate: "Are you ready?"

5. Start the stepmill program and verify that it is on Level 1.

6. Read to candidate: "Begin test." (Note: *The timer should start counting from zero.*)

7. Monitor heart rate continuously and observe candidate's physical condition. It is important for the administrator to:

    a. **Monitor** heart rate continuously.
    b. **Observe** candidate's physical condition.
    c. Occasionally **ask** candidate, "How are you doing?"
    d. Keep candidate **informed** on how much time remains in test.

TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.

TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:

a. If candidate's heart rate exceeds 85% of age predicted maximum
b. Candidate is not physically qualified
c. He/she may be over stressed by test

DO NOT DISCUSS PERFORMANCE OR SCORES.

8. At two minutes and 45 seconds, tell candidate that you are about to increase the speed of test.

9. At two minutes and 55 seconds, note and record heart rate.

10. Proceed to Level 2 on stepmill. (Note: *Should be programmed to increase intensity automatically.*)

11. At five minutes and 30 seconds, tell candidate: "30 seconds to go."

12. At five minutes and 50 seconds, tell candidate: "10 seconds to go."

13. At five minutes and 55 seconds, candidate should be starting her/his next to last ascent.

14. During ascent, tell candidate, "One more" and pause until he or she is starting last ascent and say: "Stop."

15. Note and record time at which candidate stopped test.

16. Note and record candidate's heart rate when test is stopped.

17. It is useful to note time of day so time between tests may be determined.

Scoring the Stepmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of the Stepmill Test. A generalized equation which uses the data of a single stage (i.e. last stage in which the exercise intensity level was 7 METs) is as follows:

$$\mathbf{METmax = [HRR * 7 - 1}/\mathbf{(FHR - RHR)] + 1}$$

Seven (7) = METs during Level Two (2) or second stage of test
FHR = Final Heart Rate at the end of the stepping period
RHR = Resting Heart Rate
HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

Attachment 2: Physical Abilities Testing Manual

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Attachment 2: Physical Abilities Testing Manual

Treadmill Test

The test protocol is as follows:

Level 1: Three minutes at three miles per hour, 2.0% incline
Level 2: Three minutes at three miles per hour, 7.0% incline

Test Administration

1. Read to candidate: "You will be walking on a treadmill for a period of six minutes or until your heart rate reaches 85% of your age predicted maximum, whichever comes first (Note: *Administrator should provide the maximum heart rate and 85% heart rate figures to the candidate*). It is important you maintain a comfortable gait. Your heart rate will be monitored during entire test."

2. Have candidate try walking on treadmill for up to one (1) minute or until candidate says he or she feels comfortable and has the feel of stepping in treadmill before starting test.

3. After they have had a brief period to get acclimated, tell them to stop.

4. Read to candidate: "Are you ready?"

5. Start treadmill program and verify it is on Level 1.

6. Read to candidate: "Begin test." (Note: The *timer should start counting from zero.*)

7. Monitor heart rate continuously and observe candidate's physical condition. It is important for
   the administrator to:

   a. **Monitor** heart rate continuously.
   b. **Observe** candidate's physical condition.
   c. Occasionally **ask** candidate, "How are you doing?"
   d. Keep candidate **informed** on how much time remains in test.

<u>TERMINATE TEST IF CANDIDATE DOES NOT FEEL HE/SHE CAN COMPLETE SIX MINUTES.</u>

<u>TERMINATE TEST IF ANY SYMPTOMS LISTED IN PRECAUTIONS OCCURS:</u>

- **If heart rate exceeds 85% of age predicted maximum**
- **Candidate is not physically qualified**
- **He/she may be over stressed by the test**

DO NOT DISCUSS PERFORMANCE OR SCORES.

8. Monitor pace and placement on treadmill. If candidate begins to move to back of treadmill, have him or her speed up and move to front.

9. At two minutes 45 seconds, tell candidate that you are about to increase incline of treadmill.

10. At two minutes and 45 seconds, note and record heart rate.

11. Proceed to Level 2 on treadmill. (Note: *Should be programmed to increase intensity automatically.*)

12. At five minutes and 30 seconds, tell candidate: "30 seconds to go."

13. At five minutes and 50 seconds, tell candidate: "10 seconds to go."

14. At five minutes and 55 seconds, tell candidate: "Five (5) seconds to go."

15. At six minutes, say: "Stop."

16. Note and record time at which candidate stopped test.

17. Note and record candidate's heart rate when test is stopped.

18. It is useful to note time of day so time between tests may be determined.

Scoring the Treadmill Test

If candidate fails to complete at least five minutes of six minute test, score candidate as unqualified for any strenuous jobs. Estimates of METmax would be unreliable in this circumstance.

If candidate completes at least five minutes of six minute test, then predicted aerobic power (aerobic capacity or METmax) may be obtained.

Calculation of aerobic capacity entails using data from final stage of treadmill test. A generalized equation which uses data of a single stage (i.e., the last stage) is as follows:

$$\textbf{METmax} = \frac{\textbf{HRR}}{\textbf{FHR - RHR}}\,[(\textbf{MET Cost of Stage}) - 1] + 1$$

MET Cost of Stage = [22.86 x (0.1 + 1.8 x G)] + 1 @ 3 mph
G = % grade as a decimal fraction (e.g., 7.5% = 0.075)

Attachment 2: Physical Abilities Testing Manual

Note: For the recommended Treadmill Test the energy cost values are as follows:
Stage 1:4.3 METS at three (3) mph, 2.0% inclination; 6.4 METS at three (3) mph, 7.0% inclination.

FHR = Final Heart Rate at the end of the stepping period
RHR = Resting Heart Rate
HRR = Heart Rate Reserve (Age Predicted HR Max - RHR)

NOTE: Above equation can be used for any single stage treadmill test. If multiple stage test has been administered, use final stage data to calculate the MET score.

EXHIBIT 8A: CONTRACTOR PROVIDED UNIFORM ITEMS

1. Facility:

2. Uniforms: Contractor Uniform Items

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security officers 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	Minimum NIJ Level IIA with Concealed Carrier	Black	
Boots Pair,	Quarter	Black	
Cap	Baseball Style	Black	
Cap	Faux Fur Trooper Style	Black	
Double Magazine Case or Speed Loader Case	Nylon, Compatible with Specified Weapon	Black	
Duty Belt "Keepers"	Nylon	Black	
Expandable or Straight Police Baton	With Holder	Black	
Glove and Microshield Pouch	Nylon, Slide on Belt Type, Holds Set of Single Use Disposable Gloves and One (1) Single Use Disposable Microshield	Black	
Gloves	Winter, Pair	Black	
Handcuff Case	Nylon	Black	
Handcuffs and Keys	Meets NIJ 0307.01		
Jacket	Winter, Patrol Type	Black	
Jacket	Nylon Windbreaker	Black	
Key Strap with Flap	Nylon	Black	
Level II Firearm Retention Holster	Nylon, Slide on Belt Type with Hammer Safety Strap (Left/Right as Required)	Black	
Microshield	Single Use, Disposable		
Nameplate	2-1/2" x 5/8" Metal Plate with Rounded Edges and 1/4" Lettering Identifying First Initial and Last Name	Gold Metal with Black Lettering	
Necktie Clip-on		Black	
Oleoresin Capsicum (OC) **or** Combination OC– CS (Orthoclorobenzaimalononitrile) Canister	2.0 ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern		
Oleoresin Capsicum (OC) case	Nylon, Slide on Belt Type	Black	

Uniform Components	Description	Color	QTY
Pistol belt	Nylon without Shoulder Strap	Black	
Shirt, long sleeve	Insignia, Shoulder Patch	Light Gray	
Shirt, short sleeve	Insignia, Shoulder Patch	Light Gray	
Trouser	All Season Weight	Black	
Whistle	With Chain Attachment		

EXHIBIT 8B: CONTRACTOR PROVIDED SUPPLIMENTARY EQUIPMENT

1. Facility:

2. Supplementary Equipment: Contractor Equipment Items

The Contractor shall furnish the following supplemental equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers 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 8C: CONTRACTOR PROVIDED FIREARMS AND AMMUNITION

The contractor will provide all security officers, including part-time and reserve officers, with their own pistol. Select the firearm that will be used:

Caliber 9mm	Caliber .40 S&W
Caliber .38 Special	Caliber .357 SIG

Specifications

1. Caliber 9mm

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more then 30 oz. excluding the magazine. The caliber authorized is 9MM and not any larger. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more then 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. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

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

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

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. (If local statutes permit)

Recommended Brands:

- Federal
- Speer
- Winchester
- Remington

2. Caliber .38 SPECIAL

The overall size shall not exceed 10.5" long, 5.5" high, and 1.55" wide and weigh no more then 42 oz. or less than 35 oz empty with a 4 inch non-ported, semi or fully shrouded (lugged) barrel. The pistol may be capable of firing either 38 Special +P or .357 Magnum cartridges although the duty caliber authorized is .38 Special +P. The cylinder shall hold 6 rounds and be opened with the manipulation of just one release. The double action trigger pull must not weigh more than 12 pounds and not less than 5 pounds.

The pistol shall have a blued or stainless steel finish and must be capable of being fired without the manipulation of an external safety. The normal function of the pistol shall be double action with the capability of being fired in a single action mode. The pistol must be operable by a right or left-handed user. With the exception of grips and small internal parts, it shall be an all-metal firearm.

All safeties must be internal and passive. A transfer bar type mechanism will be the primary safety to positively prevent contact between the hammer and firing pin or hammer and cartridge primer unless the trigger is pulled completely through its entire length of travel.

The sights must be fixed front and fixed, drift or fully adjustable rear.

The following pistols are recommended:

- Smith & Wesson Model 686 K or L frame
- Taurus Model 82 or 65
- Ruger GP 100 Series

Ammunition type authorized:

- 110 – 135 grain +P rated Jacketed Hollow Point. **(If local statutes permit)**

Recommended Brands:

- Federal
- Speer
- Winchester
- Remington

3. Caliber .40 S&W

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

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

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

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

The following pistols are recommended:

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

Ammunition type authorized:

- 155-180 grain Jacketed Hollow Point

Recommended Brands:

- Federal
- Speer
- Winchester
- Remington

4. Caliber .357 SIG

The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more then 30 oz. excluding the magazine. The caliber authorized is .357 SIG. The magazines (three for each pistol) shall hold a minimum of 10 rounds and not more then 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

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

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

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

The following pistols are recommended:

- Smith & Wesson M&P .357 SIG
- Glock 31 & 32
- SIGARMS Sigpro or P229 in .357 SIG
- Steyr M Series in .357 SIG
- Springfield Armory XD in .357 SIG

Ammunition type authorized:

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

Recommended Brands:

- Federal
- Speer
- Winchester
- Remington

EXHIBIT 8D: CONTRACTOR PROVIDED PERSONAL PROTECTIVE EQUIPMENT

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

2. **Personal Protective Equipment: Contractor Equipment Items**

The Contractor shall maintain a stock of the following personal protective equipment items for each officer, post, and location covered by this contract in quantities sufficient to furnish all productive and supervisory security officers 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
Eyewear	Blood and Air Borne Protection	*
Gloves	Medical Examination Gloves	*
Hand Sanitizer	Alcohol-Based	*
N95 Mask	Filtering Face Piece Respirator	*
Microshield	Single Use, Disposable	

* As appropriate to supply each contract security officer this equipment for at least two weeks in performance of their duties. The Contractor shall replace disposable continuous wear items such as masks and gloves over the course of a security officer's shift as recommended by manufacturer to ensure maximum effectiveness of the item.

EXHIBIT 8E: CONTRACTOR PROVIDED COMMUNICATION EQUIPMENT

1. **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/cellular phones and described associated equipment/ to equip each security officer on post a method to communicate with FPS and the Post Tracking System.

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

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 COTR 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 officer, supervisory personnel and the Contractor's base station.

   The cellular phones must have a telephone number with the local area code of the location of the post. The cellular phone will have the capability to receive and make calls without restrictions for having the capability for two-way communications between FPS, the Contractor, and the security officer personnel assigned to this Contract.

5. The Contractor will provide a listing of radio(s) and associated equipment used on this Contract to the COTR prior to standing post. The Contractor will

provide a listing of cellular telephone numbers and the associated posts used on this Contract to the COTR prior to standing post.

EXHIBIT 8F: CONTRACTOR PROVIDED VEHICLES

1. Facility: locations as per the post exhibits

2. Equipment: Contractor Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, for patrol at the facility, 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. The vehicle(s) shall be available at all times during the life of the contract. The Contractor shall immediately replace a vehicle if the Contractor must remove it 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 have the following equipment:

- Rotational emergency roof light in compliance with applicable state and local laws
- One (1) 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers
- One (1) conventional, universal first aid kit that contains an Airway pack, Cling bandages, and a minimum of two bite sticks

3. Vehicle Requirements:

	Vehicle Type	Estimated Miles Per Day
1	Automobile	5
2	Automobile	20
3		
4		

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

	Vehicle Type	Estimated Miles Per Day
1	Small sport utility type	48
2		
3		
4		

EXHIBIT 9A: GOVERNMENT PROVIDED UNIFORM ITEMS

1. Facility:

2. Uniforms: Government Provided Uniform Items

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security officers performing on the Contract. Government furnished uniform items for wear and use only while on duty during the performance of this Contract.

3. Uniform Items:

Uniform Components	Description / Color	QTY

EXHIBIT 9B: GOVERNMENT PROVIDED SUPPLIMENTRY EQUIPMENT

1. Facility:

2. Supplementary Equipment: Government Provided Equipment Items

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

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY

EXHIBIT 9C: GOVERNMENT PROVIDED PERSONAL PROTECTIVE EQUIPMENT

1. Facility:

2. Personal Protective Equipment: Government Provided Equipment Items

The Government may furnish the following personal protective equipment items for each security officer, post, or location as indicated to all productive and supervisor security officers 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
Eyewear	Blood and Air Borne Protection	0
Gloves	Medical Examination Gloves	0
Hand Sanitizer	Alcohol-Based	0
N95 Mask	Filtering Face Piece Respirator	0
Microshield	Single Use, Disposable	0

EXHIBIT 9D: GOVERNMENT PROVIDED COMMUNICATIONS EQUIPMENT

1. Facilities:

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

3. The Contractor will provide a receipt for radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.

4. The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

EXHIBIT 10: FEDERAL MANAGEMENT REGULATIONS SUBPART C, CONDUCT ON FEDERAL PROPERTY (41 CFR 102-74)

Subpart C—Conduct on Federal Property

Applicability

§102-74.365—To whom does this subpart apply?

The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

Inspection

§102-74.370—What items are subject to inspection by Federal agencies?

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

Admission to Property

§102-74.375—What is the policy on admitting persons to Government property?

Federal agencies must—

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

(b) Close property to the public during working hours only when situations require this action to provide for the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in 102-71.20 of this chapter as the highest ranking official of

the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and

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

Preservation of Property

§102-74.380—What is the policy concerning the preservation of property?

All persons entering in or on Federal property are prohibited from—

(a) Improperly disposing of rubbish on property;

(b) Willfully destroying or damaging property;

(c) Stealing property;

(d) Creating any hazard on property to persons or things; or

(e) Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

Conformity With Signs and Directions

§102-74.385—What is the policy concerning conformity with official signs and directions?

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

Disturbances

§102-74.390—What is the policy concerning disturbances?

All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that—

(a) Creates loud or unusual noise or a nuisance;

(b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;

(c) Otherwise impedes or disrupts the performance of official duties by Government employees; or

(d) Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling

§102-74.395—What is the policy concerning gambling?

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

(1) Participating in games for money or other personal property;

(2) Operating gambling devices;

(3) Conducting a lottery or pool; or

(4) Selling or purchasing numbers tickets.

(b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

Narcotics and Other Drugs

§102-74.400—What is the policy concerning the possession and use of narcotics and other drugs?

Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from—

(a) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or

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

Alcoholic Beverages

§102-74.405—What is the policy concerning the use of alcoholic beverages?

Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings

manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

Soliciting, Vending and Debt Collection

§102-74.410—What is the policy concerning soliciting, vending and debt collection?

All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for—

(a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Solicitation Of Federal Civilian And Uniformed Service Personnel For Contributions To Private Voluntary Organizations," and sponsored or approved by the occupant agencies;

(b) Concessions or personal notices posted by employees on authorized bulletin boards;

(c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);

(d) Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(h). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part;

(e) Collection of non-monetary items that are sponsored or approved by the occupant agencies; and

(f) Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

Posting and Distributing Materials

§102-74.415—What is the policy for posting and distributing materials?

All persons entering in or on Federal property are prohibited from—

(a) Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;

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

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

Photographs for News, Advertising or Commercial Purposes

§102-74.420—What is the policy concerning photographs for news, advertising or commercial purposes?

Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of—

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

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

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

Dogs and Other Animals

§102-74.425—What is the policy concerning dogs and other animals on Federal property?

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

Breastfeeding

§102-74.426—May a woman breastfeed her child in a Federal building or on Federal property?

Yes. Public Law 108-199, Section 629, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

Vehicular and Pedestrian Traffic

§102-74.430—What is the policy concerning vehicular and pedestrian traffic on Federal property?

All vehicle drivers entering or while on Federal property—

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

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

(c) Must comply with all posted traffic signs;

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

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

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

Explosives

§102-74.435—What is the policy concerning explosives on Federal property?

No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

Weapons

§102-74.440—What is the policy concerning weapons on Federal property?

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

Nondiscrimination

§102-74.445—What is the policy concerning discrimination on Federal property?

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

Penalties

§102-74.450—What are the penalties for violating any rule or regulation in this subpart?

A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations

§102-74.455—What impact do the rules and regulations in this subpart have on other laws or regulations?

No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121 (c)).

SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

SECTION C – CONTRACT CLAUSES

I. FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Alt. I) (JUNE 2010)

(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 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—

SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(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 incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

SOLICITATION/CONTRACT FOR COMMERCIAL ITEMS

(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.

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(g) *Invoice*.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payments.
(1) *Services accepted.* Payments 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:

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(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 hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualification s 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 provided 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—

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(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 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 met 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.

(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)

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(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 32.60702).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
(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.

(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.

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(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; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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(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 Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
(A) Change the name in the CCR database;
(B) Comply with the requirements of Subpart 42.12 of the FAR;
(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.

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(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 FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
(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)

II. ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS (Alternate I) (JUNE 2010)

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined in the statement of work and contract exhibits, as Protective Security Officer (PSO) and related services, at federally owned, leased or occupied facilities protected by the Federal Protective Service at various locations primarily located in but not limited to the states of Iowa (IA), Kansas, (KS), Missouri (MO), and Nebraska (NE). 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 Labor Hour Contract IDIQ type with fixed hourly rates. Resultant task orders under this contract will be Labor Hour type.

03. MINIMUM AND MAXIMUM QUANTITIES

a. In accordance with paragraph (b) of the "Indefinite Quantity" clause, the guaranteed minimum quantity to be ordered under this contract is 120,000 Hours, which will be ordered at the established unit price (s) for basic services. The contract maximum is the total quantity of hours awarded for all services (Basic, TAS, ESS), inclusive of all optional ordering periods (to include the 6 month option available under FAR 52.217-8).

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b. The Schedule of Supplies/Services and Prices (i.e. the Schedule) sets forth the maximum quantity of hours that the Government may order under the contract. The maximum quantities set forth in the Schedule are based upon the current, known service requirements with adjustments to provide for maximum ordering flexibility. The current, known service requirements are set forth in the attached Post Coverage Exhibits and are provided for informational purposes only. The Government reserves the right to order up to the maximum quantities set forth in the Schedule regardless of the contents of the Post Coverage Exhibits attached to this contract to address unforeseen requirements such as the addition of new posts/buildings/location and/or expansion of duty hours at existing posts. The cumulative total quantity of hours ordered under the contract shall not exceed the contract maximum quantity as defined above, unless and until the Contracting Officer notifies the contractor in writing that the contract maximum quantity has been increased.

1. Ceiling Price

Each task order issued under this contract will be issued for the actual known service requirements at that time, will be accompanied by a Post Coverage Exhibit and will set forth a ceiling price in the task order Schedule which will be subject to the labor hour provisions found at FAR 52.212-4 (Alternate 1). 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 the order

04. PRICES

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

1. The minimum wage rates and fringe benefits applicable to the solicitation/contract are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) incorporated herein.

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 applicable job classification reflects the <u>minimum wage</u>

rates and fringe benefits that the Contractor must pay to all employees working under the resultant contract

3. The attached Collective Bargaining Agreements (CBA) are herewith incorporated into the contract and only those provisions recognized as allowable wages or fringe benefits under the terms of the Service Contract Act, as incorporated into the contract under FAR Clause 52.222-43, will be subject to adjustment when applicable. Incorporation of the CBA does not authorize price adjustment of all economic terms established in the CBA and is limited only to allowable wages and fringe benefits under the Service Contract Act.

B. Contingency Pricing

1. Contractors shall 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)(Sept. 2009).

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 (e.g. state gross receipts tax). 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.

Note: Increases to Supervisor wages and benefits are not subject to contract price adjustment in the subsequent ordering period periods under FAR 52.222-43(d), unless the Supervisory position is expressly covered under a Collective Bargaining Agreement or DOL Wage Determination. For Supervisor positions that are not subject to contract adjustment under FAR 52.222-43(d), the contractor is permitted to include a reasonable escalation in subsequent ordering periods (periods 1-4),

based on the labor market in the geographical area that the effort will be performed.

C. Definitions

1. **Basic Services** – Basic services are the permanent ongoing services specifically included, by location, in the task order(s) at time of issuance or added through modification up to any established quantity maximums identified in the contract. The Government shall order these services using the Basic Services Rates specified in the Schedule of Supplies/Services and Prices.

2. **Temporary Additional Services** - During the term of the contract, the Government may have requirements for temporary additional services (TAS) beyond the basic services requirements. TAS are the short term, non-recurring needs for service. Examples where TAS may be ordered include, but are not limited to, the following: 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 as at an IRS building during tax season), or service requirements at any federal owned/leased facility and property covered by the scope of this contract. After 120 consecutive days of temporary additional service, the services will be billed at the basic hourly rate. The temporary additional services may be terminated, and the services may become permanent at the request of the agency at which time a contract modification will be issued by the Government to provide for those services as permanent post locations at the basic hourly rate.

Due to the nature of TAS, the Contractor may be required to perform these services with little advance notice.

In the event anyone other than the Contracting Officer or FPS COTR contacts the Contractor to request TAS under this contract, the Contractor shall not proceed with the request but shall notify the FPS COTR and Contracting Officer immediately and obtain proper authorization from the Contracting Officer and FPS COTR. Contractors who perform services without proper authorization from the Contracting Officer or FPS COTR shall not be reimbursed for such services.

3. **Emergency Security Services** - During the term of the contract, the Government may have requirements for emergency security services (ESS) beyond the basic and/or TAS requirements. ESS are generally

short term requirements in support of any unanticipated events such as natural disasters, civil disturbances, etc. ESS may require small or large scale PSO deployments, (in excess to the of the basic and TAS reserve guard force capacity) to support an emergency. The Contractor shall furnish fully qualified PSOs, management, supervision, equipment, supplies and any other cost for sustained emergency surge security force services. The requirements under the "ESS " Contract Line Item Numbers (CLINs) shall be ordered for anywhere in the geographic area covered under this contract with little, if any, advance notice. The hourly rate for emergency PSO services shall be inclusive of all costs (including, but not limited to, travel costs, per diem, lodging, mileage, and vehicles) directly related to or incidental to providing service at locations the Government will specify when ordered. There will be no "phase-in" period for these requirements. The contractor shall have sufficient, fully qualified staff to meet all requirements ordered under the ESS CLIN at any time. (NOTE: It is possible that the government may order all estimated hours in a single emergency event. The contractor may use reserve forces to fulfill ESS requirements, however, the use of reserve forces to meet ESS requirements will not relieve the contractor of the requirement to maintain a sufficient reserve force to provide all services under the contract to include ongoing Basic Services and TAS requirements.) The requirements ordered under the ESS CLIN(s) will be for no more than 120 days of service. Thereafter, provided the Government notifies the Contractor within 30 days before the expiration of the ESS task order, any continuing long-term requirements for those same post/locations shall be at the basic hourly rates specified for fixed posts/facilities within the contract.

4. **Continuity of Operations Plan (COOP) Implementation** – The Contractor shall submit a COOP to the Government as a post-award deliverable. The COOP shall identify provisions made for the acquisition of necessary personnel, resources and supplies, if necessary, for continuation of PSO operations in the event of an emergency such as a pandemic (e.g. H1N1 flu virus) until normal operations can be resumed. *It is noted that an event requiring implementation of the COOP may result in a reduction in requirements due to partial or full closure of Government facilities and/or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.* Actual hours worked by PSO standing posts during such an emergency will be invoiced under the Basic Services CLIN. All other direct costs (ODCs) associated with implementation of the COOP, including but not limited to: overtime, travel

and per diem, PPE replenishment, changes to IT/communication systems or devices, and training and certification of additional personnel etc. shall be reimbursed under the Optional COOP Implementation CLIN contained in the Schedule of Supplies/Services and Prices. Since COOP implementation costs cannot be pre-determined at this time, the Government has provided estimates and established Not To Exceed (NTE) Amounts in the Schedule of Supplies/Services and Prices.

Pursuant to the clause entitled, CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored), the Government may unilaterally exercise these CLINs in the event of an emergency event. The CLINs will be funded upon exercise and the contractor may invoice for costs associated with COOP Implementation up to the Not-to-Exceed Amount specified in Schedule of Supplies/Services and Prices. All reimbursable costs/ODCs must be authorized by the Contracting Officer. Written authorization must be gained prior to incurring costs under this CLIN. Contractors shall provide a cost element breakdown and applicable indirect rates with their request. Reimbursable costs/ODCs must be in conformance with the contractor's approved Continuity of Operations Plan (COOP). Invoices submitted for payment against this CLIN shall be rejected if CO authorization was not previously obtained. The contractor shall invoice 30 days in arrears on a monthly basis during the length of the event.

Other direct costs associated with COOP Implementation shall not exceed the maximum amounts specified in Schedule of Supply/Services and Prices without authorization from the contracting officer.

III. 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 contract and task order number for which the information is being submitted.

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IV. INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

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

V. DELIVERIES OR PERFORMANCE

01. TERM OF CONTRACT

The full term of the contract will be up to five (5) years, if all established optional ordering periods are exercised. The start and end dates for the base ordering period and each optional ordering period will be defined within the resultant contract. Applicable periods of performance will be established in resultant task orders. Established optional ordering periods may be exercised in accordance with FAR 52.217-9 “Option to Extend the Term of the Contract”.

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

If it is determined by the Government that award of a successor contract cannot be made to start immediately after the end of the last optional ordering period, the Government shall have the unilateral option of extending the services of this contract for an additional six (6) months beyond the last optional ordering period in accordance with FAR 52.217-8. The price associated with the potential need to exercise the option under FAR 52.217-8 shall be evaluated. Using the Pricing Schedule, the Contractor shall submit unit prices and extended prices (i.e. Unit Price x Estimated Quantity) for the line items entitled, “6 Month Extension Period Pursuant to FAR 52.217-8” under Basic Services, TAS and ESS. The Government will determine whether the price, inclusive of all options (including the options available under FAR 52.217-8), is fair and reasonable, and whether the price of the base period and all option periods (including the option(s) represented by FAR 52.217-8), in combination with the other evaluation factors specified in the solicitation, represents the best value to the Government.

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VI. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES – Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall be submitted via one of the following three methods:

A. **By mail:**

NPPD-FPS-Region 6

DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 6 Invoice

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

802-288-7658

C. **By e-mail:**

NPPDInvoice.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, (JUNE 2010), the contractor shall annotate "FPS Region _6_" on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. 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 contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work

under this contract and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within the contract (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 task order(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 of hours performed. Repeated substantiated errors in invoicing may adversely affect the performance assessments assigned during the pendency of the contract. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for man-hours, the Contracting Officer's designated representative may compare the labor-hours required in the task order 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 task order. If variances are noted between the invoice and the DHS Form 139, the Government will propose a price deduction. For example, if the task order 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 Services in Accordance with the Terms and Conditions of the Contract

1. To compute labor-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor through the Post Tracking System (PTS)(PTS is further defined in the SOW), with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out methods.

2. Reduction at Post – In the event that posted PSOs 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 in PTS, on the DHS Form 139, or any other approved Sign-in/Sign-out method, the approved method 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, the Government may assess price deductions at the applicable contract hourly rate for each post hour where services are not rendered in full accordance with the terms and conditions of the contract (e.g. PSO on post but not properly uniformed, performing, equipped, certified, licensed, etc.). In addition, deductions may also include, but are not necessarily limited to, all cost associated with Government personnel standing post until such time as the contractor provides a suitable replacement or corrects the deficiency.

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

1. If the Contractor uses DHS Form 139 (Record of Time of Arrival/Departure from Facility) the Contractor will retrieve the forms from each post and submit the reports for the previous week to the COTR every Monday by 10:00 am or as otherwise directed by the COTR. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

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

A. Contracting Officer (CO)

1. The CO for this RFP and resultant award is:
   Marcus Mason

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1901 North Highway 360, Suite 500
Grand Prairie, TX 75050
Marcus.mason@dhs.gov

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 contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract's terms and conditions; make final decisions on unsatisfactory performance; terminate the contract or task 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:
   Sharon Byram
   601 E. 12th Street, Rm 1712
   Kansas City, MO 64106

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

3. After award of the contract or task order, 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 order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

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4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the contract or 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.

VII. SUPPLEMENTAL CONTRACT CLAUSES

The following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this contract.

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

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

NUMBER	TITLE	DATE
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
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
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-15	Stop Work Order	AUG 1989
52.245-1	Government Property	AUG 2010
52.245-9	Use and Charges	AUG 2010
3052.211-70	Index for Specifications	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	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	OCT 2008

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02. THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years.

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

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

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than less than $100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $50,000,000.00;

(2) Any order for a combination of items in excess of $50,000,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

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FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2017.

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

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

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

(a) The Government may extend the term of this contract by written notice to the contractor at least 30 days before the contract expires; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

FAR 52.222-100- NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 10-03) (JUN 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (t).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be

(1) obtained from the Division of Interpretations and Standards, Office of Labor Management Standards, U,S, Department of Labor, 200 Constitution Avenue, NW, Room N5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor Management Standards or Office of Federal Contract Compliance Programs; or

(2) provided by the Federal contracting agency, if requested; or

(3) downloaded from the Office of Labor-Management Standards web site at

www.dol.gov/olms/ree;s/complianceIEOt3496; or

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(4) reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471 , which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.* (I) The Contractor shall include the substance of the provisions of paragraphs (a) through (I) of this clause in every subcontract that exceeds $10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 3D, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) 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 non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

FAR 52.223-1 -- Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a

direct result of this contract, will comply with the applicable specifications or other contractual requirements.

FAR 52.223-2 -- Affirmative Procurement of Biobased Products Under Service And Construction Contracts. (Dec. 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.usda.gov/biopreferred.

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

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

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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	**$15.00**	**36.25%**

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

PAID HOLIDAYS PROVIDED BY LAW:

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

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VACATION OR PAID LEAVE AS REQUIRED BY LAW:
(1) Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than 15 years of service.

(3) Four (4) hours of annual leave each week for an employee with 15 or more years of service.

HSAR 3052.209-76 PROHIBITION ON FEDERAL PROTECTIVE SERVICE GUARD SERVICES CONTRACTS WITH BUSINESS CONCERNS OWNED, CONTROLLED, OR OPERATED BY AN INDIVIDUAL CONVICTED OF A FELONY (DEC 2009)

(a) Prohibitions. Section 2 of the Federal Protective Service Guard Contracting Reform Act of 2008, Public Law 110-356, generally prohibits the Department of Homeland Security from entering into a contract for guard services under the Federal Protective

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Service (FPS) guard services program with any business concern owned, controlled, or operated by an individual convicted of a serious felony.

(b) Definitions. As used in this clause:

Business concern means a commercial enterprise and the people who constitute it.

Felony means an offense which, if committed by a natural person, would be punishable by death or imprisonment for a term exceeding one year.

Individual means any person, corporation, partnership, or other entity with a legally independent status.

Convicted of a felony means any conviction of a felony in violation of state or federal criminal statutes, including the Uniform Code of Military Justice, whether entered on a verdict or plea, including a plea of nolo contendere, for which a sentence has been imposed.

(c) A business concern that is owned, controlled, or operated by an individual who has been convicted of any felony, and that wishes to submit a bid, proposal, or other offer on a solicitation to obtain a FPS contract for guard services, must submit with its offer an award request as specified in paragraph (d) of this clause.

(1) A financial, voting, operational, or employment interest in the business concern of the individual's spouse, child, or other family member, or person with whom the individual shares his or her household, will be imputed to the individual in determining whether the individual owns, controls, or operates a business concern.

(2) An individual owns, controls, or operates a business concern by fulfilling or holding the following types of roles or interests with respect to the business concern:

(i) Director or officer, including incumbents of boards and offices that perform duties ordinarily performed by a chairman or member of a board of directors, a secretary, treasurer, president, a vice president, or other chief official of a business concern,

including Chief Financial Officer, Chief Operating Officer, or Chief contracting official.

(ii) Officials of comparable function and status to those described in paragraph (c)(2)(i) of this clause as exist in partnerships of all kind and other business organizations, including sole proprietorships.

(iii) A general partner in a general or limited partnership.

(iv) An individual with a limited partnership interest of 25% or more.

(v) An individual that has the:

(A) Power to vote, directly or indirectly, 25% or more interest in any class of voting stock of the business concern;

(B) Ability to direct in any manner the election of a majority of the business concern's directors or trustees; or

(C) Ability to exercise a controlling influence over the business concern's management and policies.

(3) Generally, the existence of one or more of the roles or interests set forth in paragraph (c)(2) of this clause, including roles or interests attributed to the individual, will be sufficient to determine that the individual owns, controls or operates the business concern. However, specific facts of the case may warrant a different determination by Government in light of all of the facts and circumstances. Conversely, ownership, control, or the ability to operate the business concern, if it exists in fact, can be reflected by other roles or interests, and the offeror or contractor should reveal the existence of felony convictions if there is doubt as to whether the individual owns, controls or operates the business concern.

(d) Award request.

(1) A business concern owned, operated or controlled by an individual convicted of any felony may submit an award request to the Contracting Officer. The basis for such request shall be either that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5; that

such individual no longer owns, controls or operates the business concern; or that commission of the serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS. The business concern shall bear the burden of proof for award requests.

(2) If the Contracting Officer in his or her sole discretion, is unable to affirmatively determine that the subject felony is not a serious felony as defined in (HSAR) 48 CFR 3009.171-5 or that such individual no longer owns, controls or operates the business concern, then the Contracting Officer shall deny the award request.

(3) The Head of the Contracting Activity has sole discretion to approve an award request.

(4) A copy of the award request with supporting documentation or a copy of a previously approved award request shall be attached with the bid or proposal.

(5) An award request shall contain the basis for the request (i.e., that the subject felony is not a serious felony as defined by this regulation; that the convicted individual does not or no longer owns, controls or operates the business concern; or that the commission of a serious felony no longer calls into question the individual or business concern's integrity or business ethics and that an award would be consistent with the mission of FPS). The award request shall contain, at a minimum, the following information:

(i) Name and Date of Birth of Individual Convicted of a felony.

(ii) A full description of which roles or interests indicate that the individual owns, controls, or operates or may own control or operate the business concern.

(iii) Date sentenced.

(iv) Statute/Charge.

(v) Docket/Case Number.

(vi) Court/Jurisdiction.

(vii) The nature and circumstances surrounding the conviction.

(viii) Protective measures taken by the individual or business concern to reduce or eliminate the risk of further misconduct.

(ix) Whether the individual has made full restitution for the felony.

(x) Whether the individual has accepted responsibility for past misconduct resulting in the felony conviction.

(6) Upon the request of the Contracting Officer, and prior to contract award, in addition to information described in paragraph (d)(5) of this clause, the business concern must provide such other documentation as is requested by the Contracting Officer to use in determining and evaluating ownership, control, or operation; the nature of the felonies committed; and such other information as is needed to make a decision on whether award should be made to the offeror under the Federal Protective Service Guard Contracting Reform Act of 2008. The refusal to timely provide such documentation may serve as grounds to preclude contract award.

(e) (1) Privacy Statement. The offeror shall provide the following statement to any individual whose information will be submitted in an award request pursuant to (d)(5) and (6) of this clause.
(2) Privacy Notice. The collection of this information is authorized by the Federal Protective Service Guard Contracting Reform Act of 2008 (Pub. L. 110-356) and Department of Homeland Security (DHS) implementing regulations at Homeland Security Acquisition Regulation (HSAR) 48 CFR 3009.171. This information is being collected to determine whether an individual that owns, controls, or operates the business concern submitting this offer has been convicted of a felony that would disqualify the offeror from receiving an award. This information will be used by and disclosed to DHS personnel and contractors or other agents who require this information to determine whether an award request should be approved or denied. Additionally, DHS may share this personal information with the U.S. Justice Department and other Federal and State agencies for collection, enforcement, investigatory, or litigation purposes, or as otherwise authorized. Submission of this information by the individual is voluntary, however, failure to provide it may result in denial of an award to the offeror. Individuals

who wish to correct inaccurate information in or to remove their information from an offer that has been submitted should contact the business concern submitting the offer and request correction. Should individuals seek to correct inaccurate information or remove their information from an offer that has been submitted in response to a solicitation for FPS guard services prior to contract award, an authorized representative of the business concern submitting the offer must contact the contracting officer of record and request that the firm's offer be formally withdrawn or submit a correction to the award request. After contract award, it is recommended that an authorized representative of the business concern that submitted the inaccurate or erroneous information contact the contracting officer of record. The contracting officer will handle such requests on a case by case basis.

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

_____It is not a business concern owned, controlled, or operated by an individual convicted of a felony.

_____It is a business concern owned, controlled, or operated by an individual convicted of a felony, and has submitted an award request pursuant to paragraph (d) of this clause.

(g) If an award request is applied for, the offeror shall attach the request with supporting documentation, to the bid or proposal. The supporting documentation may include copies of prior award requests granted to the offeror.

(h) The notification in this paragraph applies if this is an indefinite delivery/indefinite quantity contract, blanket purchase agreement, or other contractual instrument that may result in the issuance of task orders, calls or option to extend the terms of a contract. The Contractor must immediately notify the Contracting Officer in writing upon any felony conviction of personnel who own, control or operate a business concern as defined in paragraph (c) of this clause at any time during the performance of this contract. Upon notification of a felony conviction the Contracting Officer will review and make a new determination of eligibility prior to the issuance of any task order, call or exercise of an option.

(End of clause)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information,* as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely

affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All

contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where

HSAR 3009.108-7005 Clause. (DEVIATION)

(a) When Section 743 of Division D of Pub. L. 111-8, Section 743 of Division D of Pub. L. 110-161, or a subsequent appropriation act is in effect with the same contracting prohibition; insert the provision (FAR) 48 CFR 52.209-2.

(b) In the event that Section 743 of Division D of Pub. L. 111-8, Section 743 of Division D of Pub. L. 110-161, or successor legislation is no longer in effect with the contracting prohibition, insert the provision (HSAR) 48 CFR 3052.209-70, Prohibition on Contracts with Corporate Expatriates, in effect on June 30, 2009, in all solicitations and contracts.

FAR 52.209-2-Prohibition On Contracting With Inverted Domestic Corporations--Representation (Jul 2009)

(a) *Definition*. “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation*. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

.INSURANCE REQUIREMENT

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

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

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

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

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

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(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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CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES] IN THE EVENT OF AN EMERGENCY (October 2009)(tailored)

1. The contractor shall submit to the contracting officer and COTR a contingency and continuity of operations plan (the "Plan") for providing uninterrupted mission critical contract deliverables [for services] in the event of an H1N1 epidemic or other emergency within 15 days of calendar award.
    a. The contracting officer has identified all or a portion of the contract deliverables [services] under this contract as critical contract deliverables [services] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services in support of mission critical functions are listed in the Post Exhibits which are provided as an Attachment to this contract. *(It is noted that an event requiring implementation of your Plan may result in a reduction in requirements specified in the Post Exhibits due to partial or full closure of Government facilities and/or realignment of requirements specified in the Post Exhibits based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.)*
    b. The contractor shall formulate the proposed Plan prior to the award of this contract and address it in summary as required within the Management Approach factor of its Technical Proposal, or as otherwise specified at the time of incorporation of this clause into a contract by modification, for continuing the performance of critical contract deliverables [services] as identified in the Post Exhibits during an emergency.
        i. The contractor shall identify in the Plan provisions made for the acquisition of necessary personnel, resources and/or supplies, if necessary, for continuity of operations until normal operations can be resumed;
        ii. The Plan must, at a minimum, address:

            1) Identifying and Tracking Emergencies and Pandemics

            2) Tracking Impact of Emergencies and Pandemics on the Workforce

            3) Compliance with applicable Occupational Safety and Health Administration regulations

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4) Realignment and Augmentation of Resources to Ensure Contractual Requirements are met, to include:

- Challenges associated with maintaining PSO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
- Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site
- The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
- Prioritization and Deployment of a Limited or Dwindling Workforce
- Educating and Protecting of Workforce to Minimize Operational Impacts
- Acquisition, Storage, and Distribution of Personal Protective Equipment

5) Communication with workforce and Government, to include:

- Any established alert and notification procedures for mobilizing identified "critical Contractor service personnel"
- Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
- Any associated changes needed to the Contractor's information technology infrastructure to support the contract in an emergency

2. The contractor recognizes that the contract deliverables [services]under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
3. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services] Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.

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4. Implementation of the Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
5. In the event implementation of the contractor's Plan is exercised by the Government, all reimbursable costs/ODCs must be authorized by the Contracting Officer via the COTR prior to incurring such costs.
6. This clause shall be included in subcontracts for the critical deliverables [services].

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Alt. II) (OCT 2010)

(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).

_X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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_X__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_X__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_X__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

_X__ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (8) [Reserved]

___ (9) (i) 52.219-6, Notice of Total Small Business 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.

___ (10) (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.

_X__ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (12) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (15 U.S.C. 637 (d)(4).)

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___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

_X__ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15) (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.

___ (16) 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).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_X__ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

_X__ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X__ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X__ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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_X__ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X__ (24) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_X__ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X__ (26) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_X__ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_X__ (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

___ (32) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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___ (33) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 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, 108-301, 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.

_X__ (34) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X__ (35) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (38) 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)).

___ (39) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

_X__ (41) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

_X__ (42) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

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_X__ (43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (44) (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*.]

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

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

_X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

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

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___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 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, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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)

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(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).

(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222–41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(H) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(I) 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.*).

(J) 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.*).

(K) 52.222–54, Employment Eligibility Verification (Jan 2009).

(L) 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.

(M) 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.

SECTION D – LIST OF CONTRACT DOCUMENTS, EXHIBITS or ATTACHMENTS

- Statement of Work (Attachment 1)
- Exhibits (Attachment 2)
- Department of Labor Wage Determination(s) (Attachment 3)

MEMORANDUM OF UNDERSTANDING

MVM, Inc. ("MVM" or "Company") and the United Government Security Officers of America, Local 20 ("Local 20" or "Union") hereby agree:

1. MVM utilizes, and agrees to continue utilizing, the following process for scheduling security officers who work on the Company's contract with the Federal Protective Service in St. Louis and who are members of Local 20:

A. MVM first schedules all full-time officers who hold bid positions for a minimum of thirty-two hours per week, provided such hours are available.

B. If full-time officers holding bid positions cannot cover all hours that are needed to be covered, MVM schedules the full-time officers holding non-bid positions to cover these hours for a minimum of thirty-two hours per week, provided such hours are available. MVM selects the officers holding non-bid positions for these hours in order of the most senior officer who is able to work the hours.

C. If the full-time officers holding non-bid positions cannot cover all hours that are needed to be covered, MVM utilizes the list and process referred to in paragraph 6.4(a) of the collective bargaining agreement between the parties dated September 18, 2009 through September 30, 2014.

2. On a bi-weekly basis, MVM shall provide to the President of the Union a document describing what non-bid position officers were called in connection with the coverage of hours described in paragraph 1.B of this Agreement. The document shall contain the names of the officers called, the order in which they were called and the date called.

3. By signing this Agreement, the Union withdraws with prejudice and settles Grievance #014 dated March 4, 2010.

MVM, INC.	UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL 20
By: Tony L. Sims	By:
Tony L. Sims, SPHR Labor Relations Manager	Title: President Local 20 UGSOA
Date: 7/5/2011	Date: July 7, 2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MVM, Inc.

AND THE

UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA

LOCAL #20
(St. Louis, Mo/Missouri "boot")

Effective Date:
September 18th, 2009 through September 30th, 2014

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PREAMBLE

THIS AGREEMENT IS ENTERED INTO THIS Date September 18th, 2009 by and between MVM, Inc. its successors and/or assigns, hereinafter referred to as the "Company" and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) AND ITS AFFILIATED LOCAL NO. 20 hereinafter referred to as the "Union".

ARTICLE 1: Recognition

Section 1.1 The Company does recognize the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act for all full-time and regular part-time Security Officers employed by the Company who work at various facilities in these units:

St. Louis Missouri metropolitan area (Unit A)
Posts and assignments secured by the Company within the St. Louis metro and Park Hills, Missouri, areas including any new posts and assignments.

Missouri "Boot" area (Unit B)
Post and assignments secured by the Company to include sites in Cape Girardeau, Sikeston, Poplar Bluff, and Kennett, Missouri, areas including any new posts and assignments.

Section 1.2 Excluding, office clerical and professional employees, managers, temporarily assigned employees, substitute employees, assistant supervisors and supervisors as defined in the act, as well as training specialists and all other employees.

ARTICLE 2: Management Rights

Section 2.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter combine, transfer, assign, or cease work, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, and equipment; to determine the number, location and operation of departments, and divisions of the Company, to reasonably and with advance notice issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. When the employer intends to amend or revise policies rules, regulations, and practices, the employer will provide thirty (30) days advance notice to the Union of its intent to do so. Upon the Company's request, the union agrees to meet with the Company for the purpose of discussing and negotiating the effect of any amended or revised policy, rules, regulations, or practices. In the event the Company claims to be unable to provide thirty (30) days advanced notice, the Company must provide documentation or requisite proof from the organization which initiated, directed or caused the subject policy, rule, regulation, practice, change, notification or implementation. This documentation or position of proof must be done in such a manner to fully satisfy any/all questions or inquires from the Union.

Section 2.2 The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3: Union Security Clause

Section 3.1 An employee who is a member of the Union at the time this Agreement becomes effective and shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

A. An employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement either:

1) Become a member of the Union and remain a member.

2) As an employee, who has declared their "Beck Rights", pay to the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise.

3) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amount equal to the agency fee required above, to a tax-exempt organization (under Section 501 (c) (3) of the IRS Code). The Union shall have the right to charge any employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the employee's individual behalf. Further, any employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.

B. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, the Union shall provide the appropriate documentation to the Company requesting that an employee be discharged. The effective date will be no sooner than six (6) weeks after the date of notice (Note: This six (6) week requirement may be extended when prospective replacement employees do not meet the minimum licensing and suitability requirements during the hiring process). The notice shall also contain reason for the discharge. The Company will inform the employee of his/her impending discharge effective date. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Company will not be requested to discharge the employee.

ARTICLE 4: Check Off

Section 4.1 Upon receipt by the Company of a check-off authorization in the form set forth in Article 4 of this Agreement, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for each bi-weekly payroll period following receipt of such check-off authorization, until such check-off authorization is revoked by the employee in accordance with the terms thereof, one-half the Union's membership dues for the month in which such deduction is made. The Company will forward the monies so deducted to the Treasurer of the Union not later than the fifteenth day of the successive calendar month for which the deduction is made. The Company shall deduct from an employee's wages only that amount of money which the Treasurer of the Union has certified to the Company, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in the Union. If, for any payroll period in which the Company is obligated to make deductions pursuant to this Article 4, the wages owed an employee (after deduction, mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct pursuant to this Article 4, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deduction, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

Section 4.2 The Company shall not deduct any monies from an employee's wages pursuant to Article 4.1 of this Agreement, unless the check off authorization executed by the employee conforms exactly to the following form:

CHECKOFF AUTHORIZATION

(A) Authority to Deduct. I herby authorize MVM, Inc. to deduct from wages owed to me for each bi-weekly payroll period, and to forward to the International Union, United Government Security Officers of America (UGSOA). The monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in the Union , United Government Security Officers of America (UGSOA)

(B) Revocability of Authorization. This check-off Authorization shall be irrevocable for a period of one year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this check-off Authorization executed by me, is delivered to MVM, Inc:

(1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating MVM, Inc. to honor this Check off Authorization, or

(2) during any period when there is no collective bargaining agreement in effect obligating MVM, Inc. to honor this Check-off Authorization.

This Check-off Authorization was voluntarily executed by me.

On_____,_____.
(date)

_____
Signature of Employee

Section 4.3 The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including reasonable attorneys' fees incurred by the Company) that arise out of or by reason of actions taken by the Company pursuant to Article 3 and Article 4.

ARTICLE 5: Union Representation

Section 5.1 The Company will recognize, meet, confer, and discuss with the Shop Stewards and other Union representatives, in all matters relating to grievances and interpretations as provided for under this Agreement. Any time spent by a Shop Steward or other Union representative in matters related to Union business will be time off without pay. Company and Union Representatives will conduct themselves professionally and treat each other respectfully and equally during all meetings and interviews. The Union will provide the Company with a list that is updated when changes are made of Shop Stewards.

Section 5.2 The Union Representative will be given access to the Security Officer and post locations for all Union related matters provided such Representative could acquire the proper security clearance for access. This access shall not impede the duty employee's ability to perform job functions or adherence to post orders, and the Union Representative will conduct all business as expeditiously as possible.

Section 5.3 The Company agrees to allow the Shop Steward/Union Representative and Committee Members time off without pay for union business. This provision will comply with all government regulations and operating procedures. The Shop Steward/Union Representative agrees to make every effort to provide seventy-two (72) hours advanced notice to notify the Company with a minimum forty-eight (48) hours in advance of the need to engage in union activities as described herein in order that their post location is adequately manned. Further, the Shop Steward/Union Representative will not leave their post location until a replacement Officer has properly relieved them. The Company may as its own option, elect to temporarily relieve Shop Stewards/Union Representative for processing grievances without a loss in pay.

Section 5.4 The Company agrees that any employee, at the employee's request, may have a Union Steward/Representative present any time said employee is being investigated. The employee and Union Steward, if one is requested, will be notified a minimum of forty-eight (48) hours ahead of time about this action and to its time and place.

Section 5.5 The Company agrees to allow the Union to establish its own "Union Pass-On Book" at the Company job sites covered by this Agreement. The "Union Pass-On Book" will be furnished and maintained by the Union.

Section 5.6 The Company will notify the Union a minimum of one (1) week in advance, prior to an initial training class actually commencing, so that the Union may arrange to meet with the Class. The Company agrees to allow the Union to meet with the class where the class is being conducted for four (4) hours for Union orientation. The Company will not pay this time. During orientation, the Union will have the option of taking the Class out to lunch. This will be paid for by the Union. The objective of this is to welcome the class aboard to the Company and the Union provided they meet all employment requirements, and to educate the class about organized labor and the Company. The Union will explain in detail the contract. This will allow the class to see that the Company and the Union are striving to achieve the same goals. The Union will present a positive image of the Company while at the same time presenting a positive image of the Union.

Section 5.7 The Company will provide the Union and the affected employee at least forty-eight (48) hours notice of the issuance of any disciplinary action. Violations that result in termination will be administered at a time and location mutually agreed to between the Company and the Union. However, in no event later than forty-eight (48) hours after the Company makes any such termination decision and provides the union with notice of the decision.

Section 5.8 Employees are prohibited from engaging in solicitation during their working time or during the working time of the employee or employees at whom such activity is directed. This includes, but is not limited to, a prohibition on conducting Union business during an employee's work time. Employees are prohibited from distributing or circulating written or printed material in work areas at any time or during their working time on the employee or employees at whom such activity is directed. "Working time" does not include break periods, meal periods, or periods in which an employee is not scheduled to be performing work for the company.

ARTICLE 6: Seniority

Temporary Assignments, Vacancies, Transfers, and Lay off & Recall

Section 6.1 Seniority shall be construed to mean the length of continuous service accrued by an employee while employed in classifications covered by this agreement including all service time with all previous employers as dictated by the Service Contract Act. Any bargaining unit employee who is promoted to a management position for more than one (1) year shall lose their seniority. If they return to the bargaining unit later, their seniority will start on that date.

Section 6.2 All new employees shall, for the first ninety (90) calendar days of their employment, be considered probationary employees. If retained after ninety (90) calendar days, these employees shall be placed on the Seniority List with seniority as of the date of hire into a classification covered by this Agreement. All such probationary employees may be dismissed during the ninety (90) day period, and shall not have recourse to the grievance or arbitration procedures contained in this Agreement, or be eligible for benefits except to the extent specifically required by law. However, the Company will consider an appeal by the Union on behalf of any such employee who is not subject to the grievance or arbitration procedures.

Section 6.3 Vacancies and new post locations shall be placed up for bid, within three (3) weeks except for extenuating circumstances (i.e. Bona-fide National Emergencies) after a vacancy occurs, for a period of seven (7) calendar days at all Company job sites. The bid will identify the days, hours, and location of the vacant or new posts. The bid will also identify the minimum qualifications necessary in order to be eligible to bid on the vacant or new post. If the minimum qualifications have been met, the bid will be awarded to the bidder with the most seniority. It is understood that unqualified bidders who have not been trained yet by the Company, and as such are unqualified to fill the new post or vacancy, will be given a reasonable amount of time to attend the required contract training and subsequently assume the vacancy. Should two (2) bidders meet all the qualifications and have the same seniority date, the bid will be awarded using the last four (4) digits of the officers social security number and the officer with the lowest number will be awarded the bid. Unit-B employees may not bid to new locations within Unit A. Should the filling of a vacancy or new post location under this Article create a second vacancy, that vacancy shall be filled under this article, as well.

Section 6.4 Temporary assignments and Additional Hours

(A) Temporary assignments and additional hours shall be filled using a voluntary list (constantly) revolving, sent out to the job sites on a quarterly basis for employees who want additional hours. The Company will use a revolving wheel, starting with the most senior officer and continuing down the eligibility list until all assignments have been exhausted. When the next assignments occur, the Company will pick up where they left off on the additional hours list and fill the post until all assignments have been exhausted. This will continue until all officers have had an opportunity to accept an assignment. Then the process begins anew. The Union will receive a copy of the list at least one (1) week before it is distributed to the rank and file. The additional hour's list is based on seniority. If there are no volunteers, the Company will use the reverse seniority making it mandatory for the least senior employee to take the temporary assignment. Part-time employees will not be eligible for these assignments unless all reasonable avenues have been exhausted. Part-time employees will be placed at the bottom of the additional hour's list in order of their seniority.

(B) Short notice assignment will be conducted pursuant to Section 7.2

(C) Temporary assignments that exceed thirty (30) days, or are anticipated to exceed thirty (30) days will be advertised two (2) weeks in advance of the schedule if possible, on the Post Bid Vacancy Letters for that two (2)week schedule. Any officer may volunteer. This selection will be done using the revolving wheel in reference to 6.5 (A). If more than one (1) volunteer submits for the temporary assignment, the selection will be made by seniority. Each selection will be made for the duration of the assignment. Any Full-time employee who fills a temporary assignment will maintain rights to their permanent bid when the temporary assignment ceases operation, or the upon the completion of the duration of the assignment. The Company may fill the vacancy created by the temporary assignment of this volunteer through the Company's normal scheduling process. Employees who volunteer for a temporary assignment understand that they have vacated their permanent bid for the duration of the assignment.

(D) FEMA sites will be done in pursuant to 6.4 (A). There will be a separate list for officers who wish to work FEMA sites, the Union will receive a copy of this list prior to its distribution to the rank and file. However, due to the potential for short notice the Company will use Part-time officers, for two (2) weeks only. After that, the officers will be selected in pursuant of 6.4 (A) using the revolving wheel, not to exceed eight (8) weeks in duration. Part-time employees will be placed at the bottom of the list in order of their seniority.

Section 6.5 A successful bidder will not be eligible to submit another bid on a vacant or new post for a period of one (1) year from the date the successful bid was awarded. This Section 6.5 shall not prohibit the Company from removing a successful bidder from the post during the one (1) year period due to customer preference, with documentation, or other disciplinary reasons related to duty performance at that specific post, or in the event of a temporary assignment as outlined in Section 6.4. Prior to the publication of a bid letter, if circumstances should arise and the employee feels the necessity to bid out of his or her post during the ineligible period to bid, the employee will submit in writing to the Company and Union a justification for the need to bid out of his or her post, The employee may be allowed, by mutual agreement between the Company and Union, to submit a bid on a new or vacant post. The Company agrees that no officer will be required to work another post, after they have been properly relieved from their duty post, after working their normal scheduled hours of duty. The Company shall allow employees to switch bid days with other employees if both parties are agreeable, they are both qualified to work each post, and the scheduling manager approves such change. No such change will be unreasonably denied. Employees may give up one of their bid days temporarily to another employee if both parties are agreeable and it does not cause overtime. It is the intent of this section to allow temporary switches to the schedule. However, it shall not be the intent of this Section to override the permanent bid process by employees who temporarily switch assignments.

Section 6.6 In the event a vacant or new post location is posted two(2) times and cannot be filled by utilizing the bidding system set forth in Section 6.3, the Company will assign the most senior Part-time employee who meets the minimum qualifications identified on the job bid for a period of at least one (1) year with the ability to bid onto a new post bid if one arises within in the one (1) year period.

Section 6.7

(A) The Company and the Union agree that no employee will be involuntarily transferred or reassigned, except for a temporary assignment as provided for in Section 6.4 from the post location the employee is assigned to on the date of execution of this Agreement. This provision shall not apply in the event an employee is involuntarily transferred due to a customer request, with documentation, or for just cause disciplinary reasons. The Company will not require officers to perform duties outside of their post orders and field of expertise without first bargaining with the Union over such issues. This would include certain aspects of vehicle inspections, mechanical work, etc.

(B) Officers who work assignments that require eight (8) hours stationed/posted in the outdoor environment will rotate, to the extent reasonably possible, with other officers at the same location. It is the intent of the Company and the Union by this subsection to give outside posted Security Officers a reprieve from inclement weather.

Section 6.8 Any layoff of employees because of reduction in force shall be made by laying off the employee or employees using inverse seniority. Part-time employees will be laid off first. The Company with the assistance of the Union will work together in order to avoid layoffs. In the event of a layoff, the Company will refer the laid off employees to the Missouri Job Service or offer employees, other positions within the Company if they are qualified and there are positions available. During a layoff or more than three (3) employees, because of a Reduction in Force (RIF), the employer will not contest the laid off employees applications for unemployment benefits.

Section 6.9 Recall of employees laid off will be in order of their seniority, with the employee with the most seniority being recalled first. Part-time employees will be called back last.

Section 6.10 The Company shall prepare and maintain, subject to examination and correction with substantiating proof by Union Representatives a Seniority List by classification to record the status of each employee in the Company covered by this Agreement. The Union shall be provided with a copy of the Seniority List, and shall be notified of all changes once a month. Each employee shall have the right to protest any errors in his seniority status.

Section 6.11 Seniority rights of laid-off employee will continue to accumulate for a period of eighteen (18) months.

Section 6.12 Seniority rights of employees on leave of absence because of illness (not related to Workers Compensation) shall accumulate for a period of eighteen (18) months.

Section 6.13 Employees shall lose seniority for any of the following reasons only:

(A) Discharge for just cause;
(B) Voluntary resignation, quit, or promoted to a management position in pursuant to Article 6.1
(C) Laid off for more than eighteen (18) months at any one time;
(D) On a leave of absence because of illness for more than eighteen (18) months:
(E) On a leave of absence due to Workers Compensation for more than twenty-four (24) months;
(F) Failure to return to work as required in Section 6.9 above;
(G) Absent from work for more than two (2) days without reporting in, unless the employee has a legitimate medical reason for failing to report in. (In the event an employee fails to report to management due to a medical situation, the employee must provide medical documentation to substantiate that such a failure to report was a medical emergency.) The Company may consider unusual circumstances where an employee fails to report for duty greater than one (1) day.
(H) It is understood that the loss of seniority means termination. This sub-section shall not apply in the event of a mitigated arbitrator's award.

Section 6.14 Part-time Officers shall receive their post assignments and vacancies up to thirty-two (32) hours. Once all Part-time Officers have received thirty-two (32) hours, any additional hours will be filled as outlined in Section 6.4. The Company will consider seniority within the Part-time officer pool when writing the schedule.

Section 6.15 If the employee should lose part of their post bid due to unforeseen circumstances, such as building closures or post closures, and they retain at least twenty four (24) hours or more of their bid, they will be allowed to keep that portion of their bid until the Company can give them enough hours to bring them up to the thirty-two (32) hours. If an employee retains thirty-two 32 or more hours that will become their new post bid, unless they decline the post and choose to go back into the Part-time officer pool, however, that employee will maintain their seniority.

Section 6.16 If it becomes necessary to realign post bids and vacancies due to building or post closures, the Company and the Union will work together in the realignment in order to minimize the effects of post realignment on the bargaining unit. In the event that realignment becomes necessary, it shall be the intent that the proportion of forty (40) hour post bids and thirty-two (32) hour post bids will remain the same. However, exact ratios will also be subject to the realignment process. The parties agree to re-open Section 6.15 above when Section 6.16 has been invoked.

ARTICLE 7: Over Time Rates

Section 7.1 Any work done in excess of forty (40) hours per workweek shall be considered overtime and paid at one-and-a-half (1-1/2) times the hourly rate. The workweek as identified herein will be established by the Company consistent with the requirements of the Fair Labor Standards Act (FLSA).

Section 7.2 If required to work overtime (i.e. over forty hours in a workweek), the selection of Security Officers shall be made in accordance with the additional hours list outlined in Section 6.4.

ARTICLE 8: Paid Holidays

Section 8.1 All Full-time employees covered by this Agreement, shall receive eight (8) hours of holiday pay at their regular hourly rate for the following holidays, provided the employee works the week of the holiday (regardless of the day of the week on which they fall): New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Part-time employees, who work less than thirty-two (32) hours per week, shall receive holiday pay on a prorated basis. It is understood that Health and Welfare is paid on all hours (to include Holidays) up to forty (40) hours per workweek.

Section 8.2 To be eligible for the above holiday pay, the employee must have been in the employment of the Company prior to the date of the holiday.

Section 8.3 Should one of the above holidays fall within any employee's vacation week, the day shall not be included in the vacation week, and the employee shall be compensated for the holiday as provided for in Section 8.1 of this Agreement or offered an additional day off.

Section 8.4 An employee who is on approved leave of absence or on layoff shall receive the holiday pay provided they for the Company sometime during the week in which the holiday falls.

ARTICLE 9: Grievance Procedure

Section 9.1 For the purpose of this Agreement, a grievance means a dispute, claim or complaint based on an alleged violation, misinterpretation or misapplication of this Agreement, and arising under and during the term of this Agreement. Grievances, arising during the term of this Agreement shall be adjusted in accordance with the following procedure:

(A) The number of days provided for in the processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for presentation and processing of grievances the time limits specified may be extended by mutual written agreement. The failure of the Union to proceed to the next step of the grievance procedure within the time limits specified shall render the grievance null and void. The failure of the Company to answer a grievance to within the time limitation in this article shall permit the Union to move to the next step of the grievance procedure and shall result in the Company waiving any defense based on the Union's failure to adhere to the time limits in the agreement.

(B) (**Step One**): Within fourteen (14) calendar days of the occurrence which caused the grievance or when the Union became aware of the occurrence that caused the grievance, the Union shall present the grievance in writing to the Project Manager but in no event any later than sixty (60) days from the date of the occurrence, which caused the grievance. Within seven (7) calendar days after receipt of the written grievance the Project Manager or his or her designated representative and the designated Union Representative will meet at a mutually agreeable location at or near the effected work location. Within seven (7) calendar days the Project Manager or designated representative of the Company shall give the Company's position to the Union in writing. If the answer does not result in a satisfactory settlement, the following procedure shall be applied.

(C) Only the Union may move a grievance to arbitration. The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at *Step one* of the grievance procedure.
(**Step Two**) Within twenty-eight (28) calendar days of the occurrence, which first caused the grievance, or when the Union became aware of the occurrence but not later than sixty(60) Calendar days the grievance shall be referred by the Chief Steward, President, or designated representative to the Director of Human Resources. The Company and Union Representative shall discuss the grievance in this step in person at a location at or near the effected work location with witnesses that either party may desire to have present. Within seven (7) calendar days thereafter, the Director of Human Resources or his/her designated representative shall give the President or his or her designated representative, their answer in writing. Should the answer not be acceptable to the Union and the matter not disposed of, the Union may within fifteen(15) consecutive calendar

days after the answer from the Director of Human Resources request in writing that the matter be submitted to Arbitration. The procedure to be as follows: ***Arbitration*** If the parties are unable to reach an agreement on an Arbitrator within ten (10) calendar days after request for arbitration, the Union shall draft a request for the Director Federal Mediation and Conciliation to submit a list of seven(7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Company, the Company and the Union shall alternately strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

Section 9.2 The cost of the Arbitrator and the meeting room shall be borne equally by the Company and the Union. Parties will be responsible for compensation, if any for their witnesses.

Section 9.3 Any award of back compensation shall be offset by all earned income received during the applicable period including disability, unemployment, or other pay received but with the exception of income earned by the employee from the position that he/she held at the time of discipline.

Section 9.4 Should the arbitrator or administrative law judge order that the Company reinstate a discharged employee, and the discharged employee is otherwise able to satisfy all qualification requirements for the position, the Company shall be obligated to do so. However, if the Company's government client or other government entity prohibits the employee from working on the contract or from entering onto the government's property, and the Company has submitted the requisite proof of such prohibition/denial to the Union, the Company shall not be obligated to reinstate the employee. In such circumstances, the arbitrator or administrative law judge, may, but is not required to, order the Company to pay severance pay to the employee in the amount up to a maximum of four months of pay based on forty(40) hours per week at the employee's base hourly rate. The pay for Part-time employees shall be prorated. This pay is separate and distinct from the back pay compensation cited in Section 9.3 above.

Section 9.5 The Union and the Company may request that a transcript of the Arbitration Hearing be taken. If a transcript of the hearing is taken, the party requesting the transcript shall be solely responsible for the cost of the transcript and all costs related to the court reporter. In order to receive a copy of the transcript a party must agree to pay half of the cost of the transcript and half the total cost of the court reporter. If the Arbitrator requests a copy of the transcript, the Union and the Company shall equally share the cost of the transcript and court reporter costs.

Section 9.6 The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator's decision will be based solely and exclusively on this bargaining agreement. Decisions of the Arbitrator shall be final and binding on the Union, its members, and the Company.

ARTICLE 10: Discharge and Discipline

Section 10.1 No employee, after the Completion of the probationary period shall be discharged, suspended, or otherwise disciplined without just and sufficient cause.

Section10. 2 In all cases of discharge, suspension, or other discipline, the employee involved, the Chief Steward, or designated representative shall be notified, in writing, of the action and the reason for such action. All disciplinary actions shall occur within ten (10) days of the date of the conduct causing the discipline. If more time is needed by the Company to complete an investigation, the Union agrees to discuss this need with the Company. In all cases of employee discipline, the Company shall notify the Chief Steward or designated representative of the action and the reason for such action.

Section 10.3 Should there be any dispute between the Company and the Union concerning the existence of just and sufficient cause for discharge, suspension or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions in this Agreement.

Section 10.4 When an employee is required to provide documentation related to a time off/call off incident, the employee should have forty-eight (48) hours to provide such documentation. In the event such incident should exceed three (3) days, the employee shall be required to provide such documentation at the time of their return to work.

Section 10.5 Documentation for Sick Time: Employee's will not be required to provide documentation when calling off sick unless they call off for three (3) or more consecutive days. The employee will have seventy-two (72) hours, from the date they return to work, to provide such documentation in the event they call off for three (3) or more days consecutively.

Section 10.6 The Company agrees that all interview, disciplinary interviews, and counseling, will count as time worked and the employee will be compensated for actual time. The Company agrees that an employee who has to be relieved from his post early for any of above mentioned meetings will not lose pay, including Health and Welfare, except in cases that result in suspension. Employees will be paid overtime if their meeting will put the employee over forty (40) hours in that work week. Calling an employee in for discipline or disciplinary interview on his/her day off will entitle the employee to two (2) hours show-up pay or all time spent related to the employee being called in for this meeting, whichever is greater.

Section 10.7 The Company will never require an employee to sign any documentation related to disciplinary action before meeting face-to-face with a Union Representative, if so requested by the employee. The Company will not carry out any discipline in a manner that will embarrass an employee. Disciplinary issues will be reviewed in private.

Section 10.8 The Company agrees that for every Management Personnel present during an interview there may be a Union Representative present.

Section 10.9 The Company will conduct an independent review of the facts giving rise to any disciplinary action.

Section 10.10 It is agreed that the Shop Steward shall not be coerced, harassed, or discriminated against by the Company because of representing other employees with management.

Section 10.11 If an employee becomes aware that they will be absent from work. They are required to notify the Company as soon as possible, but not less than four (4) hours prior to the beginning of his/her shift. In the event an employee fails to report for duty with less than four (4) hours notice due to a medical situation, the employee shall provide medical documentation to the substantiate that such failure to report was a medical emergency.

ARTICLE 11: Leave of Absence

Section 11.1 The provisions of this Article are for the purpose of maintaining uninterrupted seniority retained during authorized periods of Leave of Absence.

Section 11.2 A Leave of Absence, which is anything over three (3) days, without pay may be granted by the Company to an employee for reasonable cause to be determined by the Company.

Section 11.3 The Company will confirm in writing to the Union all leaves of absence granted.

Section 11.4 Employees off work because of illness or accident will be considered on leave (without regular pay) for the period necessary or may elect to use earned vacation, pursuant to Article 20, to supplement time lost.

Section 11.5 Generally, other leaves of absence will be for a period of not more than thirty (30) days, but may be extended for reasonable cause, any extension must be by mutual agreement between the Company and the Union.

Section 11.6 An employee who becomes a duly elected or appointed Union official shall be granted a leave of absence without pay, for the duration required to perform the duties of the position, which he or she was elected or appointed.

ARTICLE 12: On-the-Job Injury

Section 12.1 In the event an employee suffer an on-the-job injury, the Company will comply with any and all requirements as set forth in the applicable state's workers' compensation laws.

ARTICLE 13 Non-Discrimination

Section 13.1 The terms and provisions of this Agreement shall apply to all employees alike, without discrimination with respect to race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability, familial status and ancestry or other categories required by law.

ARTICLE 14: Strike and Lockout

Section 14.1 In consideration of the Company's commitment as set forth in Article 14.3 of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work that;

(A) Involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 9 of this Agreement; or

(B) Involves a matter specifically referred to or covered in this Agreement; or

(C) Involves a matter, which has been discussed between the Company and the Union.

Section 14.2 The failure or refusal on the part of any employee to comply with the provisions of Article 14.1 of this Agreement shall be cause for discipline, including discharge. The Union officers, agents, representatives, stewards and committee, by accepting such positions, have assumed the responsibility of making every reasonable effort to prevent violations of Article 14.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

Section 14.3 In consideration of the Union's commitment as set forth in Article 14.1 of this Agreement, the Company shall not lock out employees.

ARTICLE 15: Uniforms

Section 15.1

(A) The Company will supply three (3) sets of uniforms for its Full-time employees and two (2) sets for its Part-time employees. A uniform shall consist of a long sleeve shirt, a short sleeve shirt, a pair of pants / trousers. Full-time employees will also receive from the Company two (2) ties and Part-time employees shall receive one (1) tie. The provided uniforms will be wash and wear which the employees will wash. A jacket will be issued to each employee. A cold weather hat will be issued to each employee whose post location requires outside work. Raincoats will be available at all post locations where outside work is required. The company will also issue a bulletproof vest and a blood borne pathogen case for wear while on duty.

(B) The Company will only issue new uniforms due to reasonable and customary wear and tear. The Company agrees to replace all uniforms and equipment when damaged in the line of duty, when it is beyond the control of the employee. All Company issued uniforms items must be returned to the Company upon termination of employment.

Section 15.2 Effective upon ratification of this agreement and the duration of this agreement, the uniform maintenance allowance shall be $.28 per hour for all hours worked, up to forty (40) hour in a workweek.

ARTICLE 16: Weapons, Health, Safety, and Physical Exams

Section 16.1

(A) The Company will provide safe weapons and equipment.

(B) The Company and the Union agree to have a safety committee comprising of two (2) members of management and two (2) members of the union. This committee will meet quarterly with the objective to identify safety issues on the contract and bring forth a means to resolve the issues in a timely matter.

(C) FOID (Firearms Owner IDentification) cards will be subject to inspection. The costs of the FOID cards (initial or renewals) will be incurred by the Company. The cost of replacement cards when lost or stolen will be incurred by the employee.

(D) Security Officers with Level I holsters who prefer a Level II holster or higher, may request an upgraded holster.

Section 16.2

(A) The Employer shall pay for all physical/medical examinations that are contractually required by the DHS contract or Worker's Compensation, including but not limited to laboratory tests to detect the presence of alcohol or illicit drugs. The Company shall not pay for any follow-up tests or examinations related to such examinations if required due to the newly discovered or pre-existing physical or medical condition. The payment of such follow-up tests or examinations will be the responsibility of the individual or his or her medical insurance plan.

(B) Physical/medical exams may be required by the Employer in order for the employee to return to work after a medical absence, not associated with the job, which will be paid for by the officer. Should the Employer have concerns regarding an Employee's fitness for duty, the Employer may designate the physician or clinic, at its discretion at no cost to the employee. The employer shall pay the Employee up to one (1) hour for time spent taking an employer-requested medical examination.

(C) The Employer will pay for and provide a clinic where employees may receive Hepatitis-B shots.

Section 16.3 The Company will abide by the Drug Free Workplace Act for any employee who comes forward with alcohol or drug related issues that the employee desires assistance with. The Company will comply with the Drug Free Workplace Act regulations when dealing with an employee who requires this assistance. The employee will not be disciplined or discriminated against when coming forward with these issues in accordance with the Drug Free Workplace Act.

Section 16.4 During a tornado warning near the location of an employee, the employee will rely on their judgment, taking into consideration all protocols covered by the Occupant Emergency Plan, Post Orders, Contract Guard Information Manual, and any Special Orders. The employee may be allowed to secure their post if at all possible, and proceed to a safe area to prevent injury or death. Employees will also consider their role in implementing these protocols.

ARTICLE 17: Training and Pay

Section 17.1 The Company shall pay all employees their regular hourly rate when the employee reports for annual training such as first aid and CPR, firing range for semi-annual weapons firing, or any other training conducted after an employee's initial training. If training/ qualification time should cause the employee to exceed forty (40) hours in a workweek, then all hours over forty (40) per week shall be one-and-one-half (1-1/2) times the regular rate. It is the intent of the Company and the Union that no employee will lose any wages for mandatory training. The Company will provide the opportunity for scheduled employees to receive their full complement of hours. All training wages to include health and welfare, as prescribed in Section 18.2, up to 40 hours per workweek.

Section 17.2 All officers will be trained in the use of the straight baton, PPCT Defensive Tactics, and handcuffs. The training will be conducted by certified trainers who are recognized by the National Rifle Association and PPCT Management Systems, Inc. Officers who are not trained or certified on the appropriate equipment will not use or carry that piece of equipment until they are properly trained and certified.

Section 17.3 All employees will be paid one (1) hour of pay to include Health and Welfare, up to forty (40) hours in a paid workweek, for urinalysis testing and physical exam for annual license renewal at St. Louis City, St. Louis County and St. Charles County Private Security Section.

Section 17.4 Employees will be allowed to see their target while it is being scored.

Section 17.5 The FPS Practical Pistol Course cannot be altered in any way without first notifying the Union in writing prior to any implementation. The Company agrees to effects bargaining with the Union over substantial changes in the FPS Practical Pistol Course.

ARTICLE 18: Health & Welfare Benefits

Section 18.1 The Health and Welfare rate from the effective date of this agreement through September 30, 2009 is $3.82 per hour.

Section 18.2 The following Health and Welfare rate shall apply to all hours worked up to a maximum of 40 hour per week, as follows:

October 1, 2009 – September 30, 2010	$4.05 Per Hour
October 1, 2010 – September 30, 2011	$4.15 Per Hour
October 1, 2011 – September 30, 2012	$4.25 Per Hour
October 1, 2012 – September 30, 2013	$4.35 Per Hour
October 1, 2013 – September 30, 2014	$4.45 Per Hour

Section 18.3 This benefit shall be paid directly to the employee on his/her regular paycheck.

Section 18.4 The Union and the Company agree that the Health & Welfare Plans (Health and 401k) that were in place in Unit-B (Missouri "boot") will remain in effect and under the Company's plans, status quo.

(A) All employees who are eligible for Family Medical Leave will be required during the twelve (12) week period of leave to make required employee contributions toward health and dental coverage.

(B) All employees who are not eligible for the Family Medical Leave may maintain their health and dental coverage by paying the full premium required under the operating insurance plan.

ARTICLE 19: Bereavement Leave

Section 19.1 In case of necessary absence of an employee to attend or make arrangements for a funeral of a member of his immediate family (spouse, son, daughter, brother, sister, mother, father, parental/legal guardianship) such employee will be granted paid time off not to exceed three (3) days. If needed, the employee may take three (3) additional workdays off without pay for the purpose of time off, outside of operational needs. If an employee requests time off for the death of a family member (grandmother, grandfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, step relatives) not identified above, the Company agrees to allow six (6) days off without pay. Company may request evidence of qualification under this provision in the form of an obituary. Operational needs are defined for this Section as national emergencies, or other unforeseen circumstances, causing critical staffing needs.

ARTICLE 20: Vacation & Other Leave

Section 20.1 All employees covered by this Agreement, who have been in the service of the Company one (1) year or more may take a vacation any time after their anniversary date of hire. Vacation time available will be scheduled annually and selection of vacation time shall be on the basis of seniority. During the month of December of the year preceding the vacation year, the Company shall make available to the Union a vacation schedule that identifies vacation periods available. Officers shall then, in order of seniority, be allowed to select available vacation in weekly increments, with each officer selecting one (1) week at a time. After all officers have had the opportunity to select a weekly vacation period, any officer who have more than (1) week of vacation entitlement will go through the selection process again in seniority order. If an officer with vacation entitlement elects to forego his vacation selection opportunity for some, or all, of his vacation, he may elect to take such vacation time later in the year but only after approval from the Company. Any vacation time still available after the December selection period will be distributed on a first come, first serve basis as operational needs dictate. In the event circumstances beyond the Company's control create the need to modify the vacation schedule, such modification shall be made by the Company with advance notice to the Union subject to Section 20.2 below. The Company will use a ratio of 1:23 of the personnel to be off at one time when scheduling vacations.

(A) All full-time employees, thirty-two (32) hours or more per week, upon completion of one (1) year service on the contract shall receive two (2) week's vacation each year. The employee will receive forty (40) hours of vacation pay for each week earned.

(B) All full-time employees, thirty-two (32) hours or more per week, upon completion of five (5) years service on the contract shall receive three (3) weeks' vacation each year. The employee will receive forty (40) hours of vacation pay for each week earned.

(C) All full-time employees, thirty-two (32) hours or more per week, upon completion of fifteen (15) years service on the contract shall receive four (4) weeks of vacation each year. The employee will receive forty (40) hours of vacation pay for each week earned.

(D) Part-time employees may take their vacation prorated according to the schedules in A, B, and C of this Section.

(E) In the event that a Full-time employee, thirty-two (32) hours or more per week, takes an extended leave of absence exceeding sixty (60) days, they will have their vacation prorated accordingly except in the event of military deployment or service. Applicable federal or state statutes supersede this section.

(F) Vacation shall be used and paid out during the twelve month period immediately following the year in which it was earned, i.e. in the twelve month period subsequent to the employee's anniversary date and prior to his or her next anniversary date, at the time the employee uses the vacation. Any vacation not taken during this time period shall be cashed out at the end of his time period and paid in a separate check.

(G) Vacation may be used in eight (8) hour increments and will not exceed twelve (12) hours.

Section 20.2 Due to the changing work environment and availability of personnel (i.e. bona-fide emergencies, increase in operational needs), vacations may be cancelled and deferred to a later date but no more than three (3) months. The three (3) month requirement of this section may be extended if the Company experiences justified operational requirements with proof of documentation to the Union, (e.g. a National Emergency in which, client substantially increases the productive hours of the contract). It is not the intent of the Company to deny, avoid, or abuse the vacation leave of the unit through cancellations. Deferral of vacations will be done in inverse order of seniority.

Section 20.3 If an employee cancels his or her, vacation after the schedule has been published and distributed, his or her will work hours that are assigned by the Company for the period covered by the vacation request.

ARTICLE 21: Call in and Report Pay

Section 21.1 Any employee who has left the Company's job site and who is called back to work after termination of his or her regular shift, or prior to his or her regular shift, shall receive a minimum of four (4) hours pay at the regular hourly rate. Only time actually worked will be used for the calculation of overtime pay as provided for in Article 7 of this Agreement. It is agreed that no officer will receive call-in pay when leaving his/her current duty location and going to another duty location for a specified time prior to going home. Employees who leave one duty location to go to work at another duty location in the same day will be considered "on the clock" for the amount of time it takes to travel to the other duty location and will be paid accordingly.

ARTICLE 22: Jury Pay/Court Pay

Section 22.1 Should an employee be required to serve on a Federal, State or County Jury, the Company will grant the employee time off without pay for the duration of the employee's jury duty obligation.

Section 22.2 Should an employee be required to attend court in connection to his or her job, he or she will be compensated for his time spent at his regular rate of pay.

ARTICLE 23 - WAGE RATES AND CLASSIFICATION

Section 23.1 The Company agrees to pay all the bargaining unit employees by the direct deposit system. The Company agrees to use this method of payment for the duration of this contract. When an employee notifies the Company that they have been shorted on their paycheck, the company agrees to correct the problem by issuing a check for the difference in pay immediately, or in the employee's next paycheck, at the employees' discretion.

Section 23.2 The wage rate for the period from the effective date of the agreement through September 30, 2009 shall be as follows:

Unit A	St. Louis	$20.62 per hour
Unit B	Missouri "boot"	$16.89 per hour

(Cape Girardeau, Sikeston, Poplar Bluff, and Kennett, MO)

Section 23.3 The effective wage rate for the period October 1, 2009 through September 30, 2010 shall be as follows:

Unit A	St. Louis	$21.24 per hour
Unit B	Missouri "boot"	$17.57 per hour

Section 23.4 The effective wage rate for the period October 1, 2010 through September 30, 2011 shall be as follows:

Unit A	St. Louis	$21.98 per hour
Unit B	Missouri "boot"	$18.18 per hour

Section 23.5 The effective wage rate for the period October 1, 2011 through September 30, 2012 shall be as follows:

Unit A	St. Louis	$22.75 per hour
Unit B	Missouri "boot"	$18.81 per hour

Section 23.6 The effective wage rate for the period October 1, 2012 through September 30, 2013.

Unit A	St. Louis	$23.66 per hour
Unit B	Missouri "boot"	$19.56 per hour

Section 23.7 The effective wage rate for the period October 1, 2013 through September 30, 2014.

Unit A	St. Louis	$24.72per hour
Unit B	Missouri "boot"	$20.44 per hour

ARTICLE 24: Schedules

Section 24.1 The Company agrees to provide the employee, on November 1st of each year, a schedule(s) of annual training dates for the following year and will update it on a monthly basis.

Section 24.2 The Company agrees to facilitate requests for shift swaps between officers provided the officers are properly trained and cleared to work said post and make such requests to the area manager.

ARTICLE 25: Separability of Contract/Contract Reopening

Section 25.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 25.2 By mutual agreement, the Union and the Company may open portions of this agreement for the purposes of renegotiation. Items will only be reopened one at a time.

ARTICLE 26: Relief of Duty

Section 26.1 The Company will relieve any officer who becomes too ill to perform their job duties. The officer may not leave their post until properly relieved, unless there is a medical emergency and the officer has notified his or her supervisor. Management personnel may assume that officer's duty post during emergency relief situations.

ARTICLE 27: Meals And Rest Periods

Section 27.1 The Company will continue its current practice of providing breaks or relief. It is agreed that while on a break or relief, employees are required to stay on call and to respond to any emergency situation as it may arise.

Section 27.2 Pursuant to Section 27.1, each employee will be provided a break at mid-point for each four (4) hours of duty. It is understood that the timing of these breaks may vary based upon operational issues at any given time.

Section 27.3 When an employee requests a break before or between any scheduled break for the purpose of using the restroom or for sickness the employee will be relieved from their post as soon as possible. In the event that the employee cannot wait for relief to arrive they will secure their post if necessary, call the Mega Center, or Manager on duty and advise them that they cannot wait for relief and are proceeding to the nearest restroom.

ARTICLE 28: Employee Personnel File

Section 28.1 The Company agrees that any employee who wishes to review their personnel file may do so after setting up an appointment with management. The employee will be allowed to review their personnel file, with a member of management present. Upon the employee's request, a union representative may be present when they review their file. The employee has the right to dispute any documents, including notes to file; that they believe should not be in their file.

Section 28.2 Any disciplinary action that has been taken against an employee, the date of issuance which is nine(9) months or greater, shall not be used in any way against an employee provided that that employee has not received any discipline for the same offense within that nine (9) month period. All such discipline shall be purged from the employee's personnel file after nine months from the date of issuance. Any other discipline shall not be used against the employee after twelve (12) months from the date of issuance. The Company will, upon the request of the affected employee or the Union, confirm by use of certified mail that the discipline has been purged.

ARTICLE 29: Post Orders, Special Orders, Pass On Changes

Section 29.1 The Company agrees that, for any changes, corrections, or updates that are initiated by FPS, DHS, the Client, or any other agency that affects the post orders. special orders, or pass-on information at any location on the contract after the initial verbal directive that it receives or learns of it will notify the affected posts as soon as possible after it learns of the change. All officers have an affirmative obligation to review the post orders at the beginning of each shift and notify their relief of any changes or revisions.

ARTICLE 30: Successor Clause

Section 30.1 This provision of this agreement shall be binding upon the Company and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE 31: Part-time Officers

Section 31.1 It is agreed, that the Company may maintain a Part-time force, consisting of not more than 27% of the Full-time force. The Part-time officer's will be kept on a separate seniority list and will not be eligible for bidding on other Full-time job related positions until all other Full-time employees or those grandfathered in prior to March 1st 2009 have been given the opportunity to bid on said position. Part-time officers may be utilized when the Full-time officer pool has been given the opportunity to work up to 40 hours per workweek. Part-time officers will not be given a set schedule that conflicts with or detracts from the Full-time officer's opportunities. Part-time officers will not be given any schedule that conflicts with the Full-time officers assigned schedules.

ARTICLE 32: Inclement Weather Clause

Section 32.1 The Company agrees that when extremes of weather occur that employees working at exterior post, defined as outside guard station posts, that the Company will take reasonable means necessary to protect the employees during any dangerous and unsafe situations that arises due to inclement weather.

Section 32.2 All employees working at exterior posts (defined as outside guard station posts) will be provided, by the Company without cost to the employee; with a parka, winter hat, a post raincoat that remains with the post, and gloves. The officer will be allowed to improvise with other articles of clothing, at the officer's own expense, provided they comply with MVM's uniform requirements and standards. The wearing of these garments must not detract from the overall appearance of the officer's uniform.

Section 32.3 The Company agrees that during extremes of heat and cold officers working at exterior posts (defined as outside guard stations) will be provided relief. The Company will insure that these officers will not be required to stay outside in extreme adverse weather conditions when health issues become clear and present and prevent the officer from fulfilling his or her duties in accordance with the Statement of Work and the Security Guard Information Manual. For the purpose of this contract, inclement weather will be defined as but not limited to; excessive heat, excessive cold, sleet, ice, snow, freezing rain, rain, thunderstorms, tornadoes, and any other inclement weather phenomena.

ARTICLE 33: Classification

Section 33.1 Full-time employees are those employees who are regularly scheduled to work at least thirty-two (32) hours per week.

Section 33.2 Part-time employees are those employees who are regularly scheduled to work less than thirty-two (32) hours per week.

Section 33.3 Part-time employees must be available to fill unexpected posts by providing the Company with a telephone number where they can be reached at all hours. Failure to respond to calls or report to work request on three (3) consecutive occasions during a ninety-day (90) period will be grounds for disciplinary action up to and including termination of employment.

Section 33.4 All employees covered under the seniority list prior to March 1st 2009 shall maintain their Full-time status & seniority.

ARTICLE 34: General Provisions

Section 34.1 The Company, in keeping with the harmonious relationship with the Union, will notify the local President of any changes to be made to current established operations, policies, rules, and regulations, before such matters are implemented.

Section 34.2 Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use personal cell phones or other personal handheld communications devices while on duty.

Section 34.3 Employees are required to obtain and renew all licenses and permits necessary to perform their required duties. All costs associated with the process of obtaining and renewing firearms licenses and permits will be paid entirely by the employer and not result in any outlay or expenditure of monies by the employee. When employees receive licenses and permits, the employee will notify the supervisor and provide a copy of the license or permit.

Section 34.4 The Company may require employees to undergo random drug screening. Upon notification by the Company, the employee must submit for testing within twenty-four (24) hours provided that employee is not on vacation or leave of absence at the time of the notification. Failure to comply with the random drug screening will be grounds for termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of the first screening. If additional testing is required, that test will be done at the employee's expense. If the second test passes, the Company shall reimburse the employee the total cost of the second test.

ARTICLE 35: Waiver, Entire Agreement, & Amendments

Section 35.1 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 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. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement.

Section 35.2 This Agreement constitutes the full and complete agreement between the Company 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, including but not limited to any past practices.

Section 35.3 This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 33: Duration

Section 33.1 This Agreement shall be effective September 18th, 2009 through September 30th, 2014.Unless either party gives sixty (60) day written notice to the other prior to and shall be renewable after this date as needed and it may be amended, or modified by either party after the anniversary date.

Section 33.2 Notices required to be presented to the Company under this Article shall be sent to the Company's Director of Human Resources. Notices required to be sent to the Union under this Article will be sent to the Union President.

In Witness whereof, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: MVM, Inc.

By:

Title: Dir HR

Date: 10-20-09

By:

Title:

Date:

By:

Title:

Date:

FOR: United Government Security Officers of America International Union

By:

Title: International President

Date: 10-26-09

FOR: United Government Security Officers of America International Union Local 20

By: William Taylor

Title: President

Date: 11-12-09

By:

Title: VICE PRESIDENT

Date: 11.12.09

CHIEF STEWARD
11-12-09

FIRST AMENDMENT TO AGREEMENT
MVM, Incorporated and International Union Security, Police and Fire Professionals of America (SPFPA) and Its Local 249 – October 1, 2009 to September 30, 2015

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is made and entered into on April 6, 2011, by and between MVM, Incorporated (herein the Company) and the International Union Security, Police and Fire Professionals of America (SPFPA) and its Local 249 (herein the Union):

The Company and the Union agree that the Agreement between the Company and the Union shall be amended as follows:

1. Effective March 14, 2011, Article #1 will be amended to include full-time and regular part-time security officers assigned to the designated facilities in the State of Missouri, listed in Area G below, as members of the bargaining unit pursuant to NLRB Case 17-RC-12691.

   Article #1 will read as follows:

   A. The Company recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in the National Labor Relations Act, and is certified by the National Labor Relations Board in Cases 17-RC-11584, 17-RC-12575, 18-RC-17382 and 17-RC-12691, for all full-time and regular part-time private security officers (PSO's) employed by the Company at the following designated areas and other Company locations where voluntary recognition of the Union has been confirmed in writing, in connection with the Company's contract with the United States Federal Protective Service ("FPS" or "Government" or "Government Client") to provide security services ("Contract"):

      a. Area A – Kansas City Metropolitan area – Posts and assignments secured by the Company within the Kansas City Metropolitan area and St. Joseph, Missouri including any new posts and assignments.
      b. Area B – Topeka, Kansas area – Posts and assignments secured by the Company within the Topeka, Kansas area including any new posts and assignments.
      c. Area C – Des Moines, Iowa area – Posts and assignments secured by the Company within the Des Moines, Iowa area including any new posts and assignments.
      d. Area D – Nevada, Missouri area – Posts and assignments secured by the Company within the Nevada, Missouri area including any new posts and assignments.
      e. Area E – Kansas area – Posts and assignments secured by the Company within Kansas in the following cities: Wichita, Salina, Dodge City, Pittsburgh, Hutchinson, Independence, Manhattan, Lawrence, Emporia, and Hays, Kansas including any new posts and assignments.

f. Area F – Iowa area – Posts and assignments secured by the Company within Iowa in the following cities: Creston, Marshalltown, Dubuque, Burlington, Ottumwa, Storm Lake, Mason City, Cedar Rapids, Sioux City, Spencer, Decorah, Waterloo, Ames, Clinton, Fort Dodge, Carroll, Iowa City, and Davenport, Iowa. This agreement specifically excludes any worksites in Council Bluffs, Iowa including any new posts and assignments.

g. Area G – Missouri area – Posts and assignments secured by the Company within Missouri in the following cities: Maryville, Rolla, Hannibal, Springfield, Sedalia, Kirksville, Jefferson City, Joplin, West Plains, Lebanon, Columbia, Moberly and Chillicothe including any new posts and assignments.

2. As a result of the amendment to Attachment A effective October 1, 2011, the employees added to the Bargaining Unit at the designated facilities in Area G recognized in NLRB Case 17-RC-12691 shall be covered under the following economic provisions:

	10/1/2011	10/1/2012	10/1/2013	10/1/2014
Base Hourly Rates	$23.79	$24.61	$25.46	$26.34
Health & Welfare	$4.55	$4.68	$4.82	$4.96

The Uniform Allowance has been incorporated into the base hourly rates listed above; therefore, no additional allowance is offered as stated in Attachment A.

All other terms of the above referenced Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to sign this First Amendment to the Agreement in full acknowledgment of their intention to be bound by the Amendment to the Agreement.

FOR:

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

BY:

Mark Crawford 4/19/11
Mark Crawford
Vice President, Region 1

Brian Clisso
President, SPFPA Local 249

4/19/11
Date

FOR:

MVM, Incorporated

Paul Maltagliati
Director, Law Enforcement and Security Services

Tony L. Sims, SPHR
Labor Relations Manager

4/19/2011
Date

MEMORANDUM OF UNDERSTANDING

MVM, Inc. ("Company" or "MVM") and the INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA ("SPFPA"), as well as SPFPA Local 249 ("Local 249"), have agreed to merge into Local 249, the security officers working for MVM at the MVM worksites the Company maintains pursuant to Contract Number HSCEC6-08-D-00001 between MVM and the Federal Protective Service located in the state of Kansas, as defined and certified by the National Labor Relations Board in case No: 17-RC-12575. Specifically, these worksites ("Area E") are located in the following cities: Wichita, Salina, Dodge City, Pittsburgh, Hutchinson, Independence, Manhattan, Lawrence, Emporia, and Hays, Kansas.

In addition, MVM, SPFPA and Local 249 have agreed to merge into Local 249, the security officers working for MVM at the MVM worksites the Company maintains pursuant to Contract Number HSCEC6-08-D-00001 between MVM and the Federal Protective Service located in the state of Iowa, as defined and certified by the National Labor Relations Board in case No: 18-RC-17382. Specifically, these worksites ("Area F") are located in the following cities: Creston, Marshalltown, Dubuque, Burlington, Ottumwa, Storm Lake, Mason City, Cedar Rapids, Sioux City, Spencer, Decorah, Waterloo, Ames, Clinton, Fort Dodge, Carroll, Iowa City, and Davenport, Iowa. This agreement excludes the MVM worksite(s) located in Council Bluffs, Iowa.

The above groups will be covered by the collective bargaining agreement between MVM, SPFPA and Local 249 dated October 1, 2009 through September 30, 2015, a copy of which is attached hereto.

It is agreed to and understood by all parties that the wage rates, health and welfare rates, and uniform allowance rates contained in the collective bargaining agreement between MVM, SPFPA and Local 249, which is attached to this Memorandum, will not be applicable to the security officers in Area E and Area F until October 1, 2010. Until that time, the wage rates, health and welfare rates, and uniform allowance rates for these two Areas shall **remain as currently negotiated and or required by current wage determinations.**

Mark Crawford, Vice-President
International Union, Security, Police and
Fire Professionals of America

Date: 4/2/10

James Robertson
Director, Human Resources
MVM, Inc.

Date: 3-30-10

Brian E. Clisso, President
SPFPA, Local 249

Date: 4-2-2010

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is to acknowledge an agreement between MVM, Inc. and the Security, Police and Fire Professionals of America (SPFPA) Local 249, collectively known as the parties.

The parties agree to amend Article 7 Sections A & B with Seniority reflecting the following current practice of using the initial hire date and shift start time as the determining factor for seniority:

Article 7 – Seniority

A. Seniority shall be construed to mean the length of continuous service accrued by an employee while employed in classifications covered by this Agreement. Seniority shall be determined as the employee's anniversary date and start time of work first performed on the Government Contract. An employee's seniority shall continue to accrue while on layoff or approved leave of absence.

B. Newly hired full time and part time employees shall be regarded as probationary employees for the first ninety calendar days. During their probationary period, employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. Probationary employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Company. Upon the 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 date of work first performed on the government contract, provided the employee has not had a break in service. Seniority of employees with the same hire date and start time shall be ranked by month and date of birth (not year), with ties broken by birth date.

This Agreement will continue through the duration of the collective bargaining agreement between the parties and may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. In the event this Agreement is terminated, the applicable provisions of Article 7 in its current written state in the collective bargaining agreement between the parties shall be invoked.

For the Union:

Brian E. Clisso
President
SPFPA Local 249

1-4-2011
Date

For Management:

Tony L. Sims, SPHR
Labor Relations Manager
MVM, Inc.

1/13/2011
Date

Collective Bargaining Agreement

between

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA), AND ITS AMALGAMATED LOCAL 249

and

MVM, Inc.

October 1, 2009 through September 30, 2015

AGREEMENT

BETWEEN

INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

AND ITS

AMALGAMATED LOCAL 249

AND

MVM, INC.

PREAMBLE

WHEREAS, MVM, Inc. and Security, Police and Fire Professionals of America, and its Amalgamated Local 249 (SPFPA), recognize employees right to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, and encourage the amicable settlement of disputes between employees and their employer; and

WHEREAS, MVM, Inc. and Security Police and Fire Professional of America, and its Amalgamated Local 249 (SPFPA), recognize that the employees must meet the highest standards of performance and efficiency; and

WHEREAS, MVM, Inc. and Security Police and Fire Professional of America, and its Amalgamated Local 249 (SPFPA), recognize that a mutual commitment to cooperation promotes both the efficiency of MVM, Inc.'s operations and the well-being of its employee;

NOW, THEREFORE, this Agreement is entered into this 18th day of september, 2009, by and between MVM, Inc., its successors and/or assigns (hereinafter referred to as " The Company") and SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA, and its AMALGAMATED LOCAL 249 (hereinafter referred to collectively as "The Union").

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ARTICLE 1 RECOGNITION

A. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Board (NLRB) in Case No. 17-RC-(11584), in these areas in connection with the Company's contract with the United States Federal Protective Service ("FPS" or "Government" or "Government Client") to provide security services ("Contract"):

   Kansas City Metropolitan area (Area A)-Posts and assignments secured by the Company within the Kansas City Metropolitan area and St. Joseph, Missouri including any new posts and assignments.

   Topeka, Kansas area (Area B)—Posts and assignments secured by the Company within the Topeka, Kansas area including any new posts and assignments.

   Des Moines, Iowa area (Area C)—Posts and assignments secured by the Company within the Des Moines, Iowa area including any new posts and assignments.

   Nevada, Missouri area (Area D)—Posts and assignments secured by the Company within the Nevada, Missouri area including any new posts and assignments.

B. This Agreement excludes all office clerical employees, professional employees and supervisors as defined by the NLRA.

ARTICLE 2 MANAGEMENT RIGHTS

A. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including but not limited to, the right, in accordance with it's sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to close down or relocate the Company's operations or any part thereof, to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of equipment and other property of the Company; to introduce new or improved research, production, service distribution, and maintenance methods, materials and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable after consultation but not negotiation with the local President, or representative, to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company shall inform the Union of any changes to be made to the Company's operations and regulations. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercising of any such right or function shall not preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 UNION SECURITY CLAUSE

A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing shall remain members in good standing on the effective date of this Agreement. Further, those employees who are not members of the Union on the effective date of this Agreement shall on or before the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of the Company covered by this Agreement, hired on or after the effective date of this Agreement shall, on or before the ninetieth day following the beginning of such employment, become and remain members in good standing in the Union.

B. It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal laws and the remainder of the Agreement shall remain in full force and effect.

C. Failure to maintain Union membership in good standing shall be cause for termination upon notice to the Company by the Local Union's Financial Secretary-Treasurer. In right-to-work states this does not apply.

D. The Company shall not be required to discharge any employee for non-compliance with the foregoing until the Company receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Company and hold the Company harmless from any liability or claims by reason of compliance with the request of the Union.

ARTICLE 4 DUES CHECK OFF

A. Upon receipt by the Company of a check-off authorization in the form set forth in this Article of the Agreement, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first two pay periods of each month following receipt of such check off authorization, until such check off authorization is revoked by the employee in accordance with the terms thereof, one-half the Union's membership dues for the month in which such deduction is made. The Company will forward the monies, so deducted, to the Treasurer of the Union not later than the last day of the calendar month in which the deduction is made. The Company shall deduct from any employee's wages only that amount of money which the Treasurer of the Union has certified to the Company, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all employees as a condition of employment or of acquiring and/or retaining membership in the Union. If, for any payroll period in which the Company is obligated to make deductions pursuant to this Article, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct pursuant to this Article, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deduction, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

B. The Company shall not deduct any monies from any employee's wages pursuant to Part A of this Article, unless the check off authorization executed by the employee conforms to the following form:

CHECK OFF AUTHORIZATION

1. Authority to Deduct. I hereby authorize MVM, Inc. to deduct from wages owed to me for the first two payroll periods of each month, and to forward to International Union, Security, Police and Fire Professionals of America (SPFPA) Amalgamated Local 249, the monthly membership dues uniformly required of all employees as a condition of employment or of acquiring and/or retaining membership in International Union, Security, Police and Fire Professionals of America (SPFPA) Amalgamated Local 249.

2. Revocability of Authorization. This check off authorization shall be irrevocable for a period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Check Off Authorization, executed by me, is delivered to MVM, Inc. (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating MVM, Inc. to honor this Check Off Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating MVM, Inc. to honor this Check Off Authorization. This Check Off Authorization was voluntarily executed by me on _____, _____.

_____
Signature of Employee

C. The Company shall allow designated Union representatives to hand out a mutually agreed to Union informational package during initial training of the Union membership requirement as a condition of employment or their right to exercise Beck rights under this Agreement. The Company will notify the Union forty-eight (48) hours in advance of the designated time and day for the meeting. The Union will notify the Company in advance of the Union representative who will conduct the meeting to distribute informational package. This meeting will be by voluntary attendance and will not be time compensated for by the Company.

D. The Union shall defend, indemnify, and hold the Company harmless against any and all claims, demands, suits, grievances, or other liability (including attorney fees incurred by the Company) that arise out of or by reason of actions taken by the Company pursuant to this Articles 3 & 4.

ARTICLE 5 UNION REPRESENTATION

A. The Company recognizes and shall deal with the Shop Stewards and other Union representatives in all matters relating to grievances and interpretations as provided for under this Agreement. The Union will provide the Company with a list that is updated when changes are made of Shop Stewards at every facility. Any time spent by a Shop Steward or other Union representative in matters related to Union business shall be authorized time off without pay.

B. Union representatives shall be given access to the guards at all post locations for any and all Union related matters, including posting materials in the "Union pass-on" books, provided such representative can acquire the proper security clearance for access. The Union agrees to provide prior notification of when they wish to access post locations. This access shall not impede the duty employee's ability to perform job functions or adherence to post orders, as there shall be no Union business conducted during the employee's work time, or cause MVM to incur any costs. Relief shall be provided, if possible, when necessary. The Company shall provide reasonable assistance in providing the required clearances. Moreover, there shall be no solicitation regardless of the purpose during an employee's work time, and there shall be no distribution of any materials during an employee's work time or in any work areas, with exception of posting materials in "Union pass-on" books.

C. When the Company requests a Shop Steward for meetings or a Shop Steward is removed from post at the Company's request to represent bargaining unit members, this will occur without loss of pay to the Steward involved. When possible, the Shop Steward agrees to notify the Company forty-eight (48) hours in advance of the need to engage in union activities as described herein in order that their post location is adequately manned. Further, the Shop Steward shall not leave their post location until a replacement officer has relieved them from their post.

D. The Company agrees that any employee, at the employee's request, may have a Union Steward present any time the employee is participating in an interview that the employee reasonably believes may lead to his/her being disciplined. The employee and Union Steward, if one is requested, shall be notified ahead of time about any such meeting and as to its time and place.

E. The Company will provide the Union and the affected employee with a MVM Form 700-5 within 48 hours of the conduct that resulted in the issuance of the form. Violations of Company policies, procedures or regulations that result in a Form 700-5 may be sent by certified return receipt mail, fax or a hard copy distribution to both the employee and Union. The Union will provide the Company a designated fax number and telephone number for purposes of this notice requirement. When a violation results in termination, the Union will be notified of the time and place the employee will be notified of his/her termination.

F. The Company agrees to allow the Union to establish its own "Union Pass-On Book" at all Company job sites covered by this Agreement. The "Union Pass-On Book" will be furnished and maintained by the Union.

ARTICLE 6 CLASSIFICATIONS

A. Full time employees are those employees who are scheduled to work a minimum of 32 hours per seven (7) day period, per calendar year.

B. Part time employees are those employees who are scheduled to work less than 32 hours per seven (7) day period, per calendar year. Part-time employees are eligible for holiday pay, vacation leave benefits, sick leave, and all other benefits, on a pro rata basis in proportion to the hours they work.

C. Part time employees will not exceed more than 20% of the Company's work force in any "Area" covered by this Agreement.

D. An applicant becomes an employee upon standing their first post.

E. Part-time employees, not holding a bid post must be available to fill unexpected open posts by providing the Company with a telephone number where they can be reached at all hours. Failure to respond to calls or report to work requests on three consecutive occasions during a ninety day period will be grounds for disciplinary action up to and including termination of employment.

ARTICLE 7 SENIORITY

A. Seniority shall be construed to mean the length of continuous service accrued by an employee while employed in classifications covered by this Agreement. Seniority shall be determined as the employee's anniversary date of work first performed on the Government Contract. An employee's seniority shall continue to accrue while on layoff or approved leave of absence.

B. Newly hired full time and part time employees shall be regarded as probationary employees for the first ninety calendar days. During their probationary period, employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. Probationary employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Company. Upon the 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 date of work first performed on the government contract, provided the employee has not had a break in service. Seniority of employees with the same hire date shall be ranked by month and date of birth (not year), with ties broken by birth date.

C. Promotion, within the bargaining unit, shall be based on seniority, qualifications and work record. If the above mentioned factors are otherwise equal, seniority shall prevail. If any deficiency is identified, due to not having been trained or certified for a particular post, the employee shall be given such training or certification obtained by the Company in order to meet the post qualifications. Additional training or certification will be provided if the officer in question has not been previously afforded the opportunity to complete the training or obtain the required certification.

D. All vacant and newly acquired permanent post locations, within the various "Areas" covered by this Agreement, shall be placed up for bid in the "Area" where the vacant or new post is located, for a period of seven (7) calendar days at company job sites within that "Area." The bid will identify the days, hours and location of the vacant or new post. The bid will also identify the minimum qualifications necessary in order to be eligible to bid on the vacant or new post. Probationary employees do not meet the minimum qualifications for eligibility to bid on open posts until after their probationary period has been completed. If the employee's probationary requirement has been satisfied prior to actually assuming the post, he/she may bid on that post. If the minimum qualifications have been met, the Company will review all work records of bidders and in the event work records are equal, the bid will be awarded to the bidder with the most seniority, who is a member in good standing with the Union. Officers who are not in bid posts shall be assigned duties according to the needs of the Company, with consideration for seniority.

E. Employees assigned to posts in Areas as identified in Article 1 (A) who wish to be notified of vacant or newly acquired posts in Areas other than the Area which they are assigned, shall notify the Company of this intent. The Company shall maintain an "Area Vacant Posts Notification List" for each Area. The Notification List will identify employees seeking to bid on vacant posts outside their Area of assignment. The Company shall provide a designated Union representative a copy of all Area Notification Lists as well as all bid sheets.

F. Temporary assignment (post assignment for less than thirty (30) calendar days) can be made by the Company without regard for the provisions contained in this Article. The Company shall consider seniority, qualifications and work record when making such a temporary assignment. In the event a temporary assignment is unexpectedly anticipated to exceed the 30 calendar day temporary assignment period, the Company and the Union will agree to meet in an effort to address operational needs.

G. A successful bidder shall not be eligible to submit another bid on a vacant or new post for a period of one (1) year from the date the successful bid was awarded unless the post was terminated by the Government Client and removed from the Contract. This paragraph of the Article shall not prohibit the Company from removing a successful bidder from the post during the one (1) year period due to written customer request or other disciplinary reasons specified in writing. If circumstances arise where the officer feels a necessity to bid out of his/her post during the referenced one (1) year period, the employee will submit in writing to the Company and the Union, an explanation of their need to bid off the post. The officer may then be allowed, by mutual agreement between the Company and Union, to submit a new bid for a vacant or new post.

H. In the event any vacant or new post location cannot be filled by utilizing the bidding system set forth in this Article, the Company may assign the least senior employee who meets the minimum qualifications identified on the job bid, to the vacant or new post.

I. The Company and the Union agree that no employee shall be involuntarily transferred or reassigned from the post location to which the employee is assigned to on the date of execution of this Agreement. This provision shall not apply in the event an employee is involuntarily transferred due to a written customer request or for disciplinary or operational reasons specified in writing. An employee who is involuntarily transferred, shall be allowed to bid on any new post bid proposal without having completed the one (1) year post bid criteria, unless the transfer was for disciplinary reasons.

J. The Company shall prepare and maintain, subject to examination and correction with substantiating proof by Union representatives, a Seniority List by classification to record the status of each employee in the Company covered by this Agreement. The Union shall be provided with a copy of the Seniority List, and shall be provided a copy as changes dictate. Each employee shall have the right to protest any error in his seniority status.

K. Seniority rights of laid-off employees or employees requesting leave without pay shall continue to accumulate for a period of twenty-four (24) months, providing that the employee remains a member in good standing with the Union by payment of the minimum dues required, or obtaining an out of work withdrawal card.

L. Seniority rights of employees on leave of absence because of illness shall accumulate for a period of twenty-four (24) months.

M. Employees shall lose seniority for any of the following reasons only: DISCHARGE FOR JUST CAUSE; VOLUNTARY RESIGNATION OR QUIT; LAID OFF FOR MORE THAN TWENTY-FOUR (24) MONTHS AT ANY ONE TIME; ON LEAVE OF ABSENCE FOR MORE THAN TWENTY-FOUR (24) MONTHS AT ANY ONE TIME, BECAUSE OF ILLNESS; AND BEING ABSENT FROM WORK FOR ONE (1) DAY WITHOUT REPORTING IN TO MANAGEMENT, UNLESS THE EMPLOYEE HAS A LEGITIMATE MEDICAL REASON OR OTHER EMERGENCY OR ACT OF GOD WHICH WOULD PRECLUDE NOTIFICATION TO THE COMPANY FOR NOT REPORTING IN TO MANAGEMENT.

N. The Company shall furnish a complete list of new employees upon their completion of basic training, their satisfaction of all other requirements necessary for hire, and their standing of their first post as a Security Officer to the Union Secretary/Treasurer. The list shall include names, addresses and telephone numbers of the new employees.

O. The Company agrees that upon promotion to Company management for more than 90 days, the employee is no longer a member of the Bargaining Unit and loses all seniority rights.

ARTICLE 8 TRANSFER, LAYOFF AND RECALL

A. When full time positions are being reduced, full time employees will be laid off as follows:

1. Probationary employees working in the Area at which the reduction is to be made shall be laid off first.

2. Should it be necessary to further reduce the work force, part time employees in the affected Area shall then be laid off in the inverse order of their seniority.

3. Should it be necessary to further reduce the work force, full time employees in the affected Area shall be laid off in the inverse order of their seniority; and

4. Full time employees facing lay off shall have the right to assume a part time position, if any exist and are open. Additionally, full time employees may be placed in part time positions and part time employees may be laid off to satisfy any layoff requirement.

B. When part time positions are being reduced, part time employees will be laid off as follows:

1. Probationary employees working in the Area at which the reduction is to be made shall be laid off first;

2. Should it necessary to further reduce the work force of part time employees in the affected Area, they will be laid off in the inverse order of their seniority.

C. In the event of a layoff of full time or part time employees, the following shall apply:

1. If a non-probationary full time employee is laid off, he/she may displace the most junior full time or part time employee, in terms of seniority, on the Government Contract.

2. If a non-probationary part time employee is laid off, he/she may displace the most junior part time employee, in terms of seniority, on the Government Contract.

3. Part time employees shall not displace full time employees under any circumstances.

D. Employees who have been laid off, or transferred to another Area covered by this Agreement by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another Area in lieu of layoff by reason of a reduction in work force, or otherwise involuntarily transferred, said employee shall receive the rate of pay for the position for the Area to which he/she was transferred. Additionally, that employee shall not lose his accrued seniority upon commencing work in the new Area.

E. Laid off employees will be recalled in accordance with this Agreement to available positions within the Areas before new employees are hired. Laid off employees declining recalls to their "home Area", defined as the Area in which they worked immediately prior to being laid off, will be deemed to be voluntary terminations of employment. Laid off employees are not eligible for any compensation (other than required unemployment compensation) from the Company.

ARTICLE 9 HOURS OF WORK

A. Normal hours of work will depend on post assignment. The company agrees that all employees covered by this agreement, will be site trained prior to assuming a post. Site training will be paid at the regular hourly rate.

B. If an employee becomes aware that he/she will be absent from work he/she is required to notify the Company as soon as possible, but not less than four (4) hours prior to the beginning of his/her shift, unless an unforeseen emergency situation results in less notice.

C. If possible, the Company agrees to notify an employee of any scheduled shift change at least twenty-four (24) hours in advance. If advance notice of the schedule shift change is not possible, notice of the scheduled change must be provided to the employee by personal contact. A permanent change to the shift schedule shall be discussed with the Union and a determination made as to whether or not the post would have to be re-bid. Priority consideration shall be given to the security officer holding the current post bid.

ARTICLE 10 OVERTIME RATES

A. Any work done in excess of forty (40) hours per work week shall be considered overtime and paid at one and a half (1½) times the hourly rate. The workweek as identified herein will be established by the Company consistent with the requirements of the Fair Labor Standards Act (FLSA).

B. Selection of Security Officers for overtime shall be in the order of the officers who hold a valid commission and clearance and are properly trained for the post, and who will cause the least amount of overtime to be incurred. When qualifications for overtime are equal, selection will be made by seniority beginning with the most senior officer and rotating through the list of all officers trained for the Post. All attempts possible shall be made to assure equitable distribution of overtime to all security officers. Security officers who desire to work hours additional to their regular schedule may submit their name in writing to management.

ARTICLE 11 PAID HOLIDAYS

A. All employees covered by this Agreement shall receive eight (8) hours of pay. The following are the Company recognized holidays (regardless of the day of the week on which they fall); New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

B. To be eligible for the above holiday pay, the employee must have been in the employ of the Company prior to the date of the holiday.

C. Should one of the above holidays fall within any employee's vacation week, the day shall not be included in the vacation week, and the employee shall be compensated for the holiday as provided for in Section A of this Article.

D. An employee who is on approved leave of absence or on lay off shall receive the holiday pay provided he/she works for the Company sometime during the week in which the holiday falls. An employee working part time, in order to receive holiday pay, must work more than four (4) shifts during the month in which the holiday falls.

ARTICLE 12 GRIEVANCE PROCEDURES

A. For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. Grievances arising during the term of this Agreement shall be adjusted in accordance with the following procedure:

1. Any employee having a dispute, claim, complaint or disciplinary action being taken against him/her shall, during his/her shift, discuss either of the aforementioned with the Company management and Union Steward within five (5) working days of the occurrence. Should these Parties be unable to resolve the grievance, the following procedure shall be applied.

2. The Union Steward or the employee will, within ten (10) working days after the initial contact with Company management about the occurrence which caused the employee to consider him/herself aggrieved, present the facts in writing to Company management. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the article of the CBA violated including an appropriate justification for redress, and the adjustment sought if known. Within five (5) working days after the filing, representatives of the Company shall answer the grievance in writing. If the answer does not result in a satisfactory settlement, the following procedure shall be applied.

3. Within twenty (20) working days of the occurrence, which first caused the grievance, the grievance shall be referred by the Union Steward, to the Company and Union President. The Company and the Union President shall discuss the grievance in this step, with witnesses that either party may desire to have present. Within five (5) working days thereafter, the Company shall give the Union President their answer in writing. Should the answer not be accepted and the matter not disposed of, the Union may within forty-five (45) working days after the grievance has first arisen, request in writing that the matter be submitted to Arbitration. If service of such request on the company is not completed within this time period, the grievance shall be of no further force and effect, and shall be invalid, for all purposes, and, specifically, shall not be arbitrable.

4. 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 Company 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.

B. Only the Union (i.e., no individual grievant) may move a grievance to arbitration.

C. The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement. Prior to the arbitration, the Company and the International Union, or designee, and their representatives, if applicable, agree to meet telephonically or in person to attempt to clarify the issues and resolve the grievance in question within five (5) working days. The Arbitration procedure is as follows:

1. If the parties are unable to reach an agreement on an arbitrator within fifteen (15) working days after request for arbitration, the Union shall draft a request for the Director of Federal Mediation and Conciliation to submit a list of seven (7) qualified and impartial arbitrators. Within ten (10) working days after receipt of that list by the Company, the Company and the Union shall alternately strike names from the list until only one (1) name remains. The Arbitrator whose name remains shall hear the grievance.

2. The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Company, unless the witness or participant is called by the Company. Any other expenses, including transcript costs, shall be borne by parties incurring the expense.

3. No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Company's Contract(s) with the Government, or the Company's adherence to a request of the Government, provided that request is in writing, shall be processed to Step Three because those matters are not arbitrable.

4. The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Contract; (b) establish or modify any wage rate; (c) or 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 law, including but not limited to the requirement of 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 regarding a request of the Government.

5. 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 Company. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received, but with the exception of income earned by the employee from a position that he or she held at the time of the discipline). Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Should the Government refuse to allow the employee to return to work, the arbitrator's decision to return the employee to work, shall not be binding on the Company.

D. The term "working days" shall not include Saturday, Sundays and holidays when used in this Article. The time limits specified may be extended by written mutual agreement.

E. It is agreed that the Union stewards or other Union representatives shall not be coerced, harassed or discriminated against by the Company because of representing other employees with Company management, or for conducting Union business.

ARTICLE 13 DISCHARGE AND DISCIPLINE

A. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just and sufficient cause unless the employee is removed from working under the Government Contract, at the request of the Government, or if the employee's credentials are denied or withdrawn by the Government.

B. The Company may institute discipline beginning at any of these levels, based upon the severity of the infraction:

1. Verbal warning
2. Written warning
3. Suspension
4. Termination

C. In all cases of discharge, suspension or discipline, the employee involved shall be notified in writing, within 48 hours of the action and the specific reason for such action. In all cases of employee discharge the Company shall notify the Union Chief Steward of the action and the reason for such action. In cases of Administrative suspension, pending a company investigation, the company will provide the chief steward advance notice of the suspension and all supporting documentation in writing, with the exception of witness statements, or confidential information unless the parties sign appropriate confidentially statement, at the time of the suspension.

D. The Company agrees to disregard any disciplinary write up issued after such write up is twelve (12) months old. Any write up which is more than twelve (12) months old shall not be used against an employee for progressive disciplinary purposes or in a grievance or arbitration procedure. Records of disciplinary action will be retained in the security officer's personnel file for as long as he/she works for the Company.

E. Acknowledgement or the receipt of discipline shall not constitute admission of guilt on the part of the employee. Furthermore, the Company shall forward a copy of every disciplinary notice to the Chief Steward upon request of the employee.

F. Should the Government withdraw credentials, certifications or request the removal of any employee from the contract, the Company will endeavor to investigate the facts that

resulted in the Government's action. If at their sole discretion, based on the investigation facts, the Company feels justified, they will prepare a letter requesting reconsideration of the employee's removal and a copy of the letter will be provided to the Local Union President or his/her designee.

ARTICLE 14 LEAVES OF ABSENCE

A. The provisions of this Article are for the purpose of maintaining uninterrupted seniority retained during authorized periods of Leave of Absence.

B. Leave of Absence without pay may be granted by the Company to an employee for reasonable cause.

C. The Company shall confirm in writing all leaves of absence granted for periods exceeding one (1) week duration and furnish copies of the confirmation to the Union.

D. Employees off work because of illness or accident will be considered on leave (without regular pay) for the period necessary.

E. Generally, other leaves of absence will be for a period of less than thirty (30) days, but may be extended for reasonable cause. Any extension must be by mutual agreement between the Company and the Union.

F. An employee who becomes a duly elected or appointed Union official shall be granted a leave of absence, without pay, for the duration required to perform the duties of the position to which he/she was elected or appointed.

ARTICLE 15 EXCUSED ABSENCES

A. The Company agrees, tardiness of less than two (2) hours shall be excused if the reasons are agreed upon by the Company and the Union on a case by case basis.

B. In the event an employee fails to report for duty due to a medical situation, the employee may be required to provide medical documentation that such failure to report was a medical necessity.

ARTICLE 16 ON THE JOB INJURY

A. In the event an employee suffers an on-the-job injury, the Company shall comply with any and all requirements as set forth in the applicable state's Worker's Compensation Laws. If the employee suffers an on-the-job injury, which requires immediate medical treatment, the Company shall compensate the injured employee for time away from work on the day of the injury.

ARTICLE 17 NON-DISCRIMINATION

A. The terms and provisions of this Agreement shall apply to all employees alike, without, discrimination with respect to race, color, religion, sex, national origin, age, veteran's status, disability, or other categories required by law. The Company shall initiate an investigation of all discrimination complaints within five (5) working days after receipt of a complaint and shall notify the President of the Local Union, or designee, of the initiation.

ARTICLE 18 STRIKE AND LOCKOUT

A. In consideration of the Company's commitment as set forth in Article 18 (C) of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees, shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, work speed up, or any other interference with or interruption of work at any of the Company's contract post locations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 12 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; (c) involves a matter which has been discussed between the Company and the Union; (d) involves a matter which was without the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.

B. The failure or refusal on the part of any employee to comply with provisions of Article 18(A) of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Article 12 of this Agreement. The failure or refusal by a Union officer, agent, representative, steward or committeeman to comply with the provisions of Article 18(A) of this Agreement constitutes leading and instigating a violation of said Article 18(A), it being specifically agreed that the union officers, agents, representatives, stewards and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Article 18(A) of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

C. In consideration of the Union's commitment as set forth in Article 18(A) of this Agreement, the Company shall not lock out employees.

ARTICLE 19 UNIFORMS

A. The Company shall supply uniforms in accordance with government contract requirements. A lightweight jacket shall be issued to each employee. Raincoats will be available at all post locations where outside work is required. The Company will only re-issue uniforms due to reasonable and customary wear and tear. All Company issued uniform items must be returned to the Company upon termination of employment.

B. From the date this Agreement is signed and through termination of this agreement, the Company agrees to provide a uniform allowance, for care/maintenance of uniforms, of twenty-five cents ($.25) per hour for all hours worked that requires the officer to be in uniform, up to a maximum of forty (40) hours per week.

ARTICLE 20 WEAPONS AND SAFETY

A. The Company shall provide safe weapons and equipment. The Company shall make available to all Officers cleaning materials and supplies needed for maintaining clean and safe weapons. Officers are responsible for maintaining their assigned weapon in a serviceable condition.

B. Each employee shall be issued a weapon, trigger lock, and carrying case to be used at their assigned Post(s) and utilized for the annual re-qualification.

C. All employees are authorized and encouraged by the Company to safely practice shooting with their issued weapon during off duty time, to maintain proficiency, at their own expense.

ARTICLE 21 TRAINING PAY

A. The Company shall pay all employees covered by this Agreement, the cost of Federal, State or client-mandated training and shall compensate employees at their regular straight time hourly rate for actual time spent training.

B. Employees will be required to attend training programs and seminars that the Company may offer from time-to-time in order to improve the services offered, as well as the skills of the employees. The Company shall provide at least two (2) weeks notice for training. The training programs shall be paid by the Company. Employees who are not available for scheduled training due to an emergency or leave pursuant to this Agreement will make up said training at the time and place identified by the Company: provided that

employees are required to attend all training programs related to qualifications for working on the Contract or licensing requirements on the dates and times scheduled by the Company and/or the Government.

ARTICLE 22 HEALTH AND WELFARE

A. To be eligible for Health and Welfare Benefits, and employee must have completed thirty (30) days of service. The Company will make a health plan available for employees. All Health and Welfare funds will be paid to the MVM Health Plan, the employee's 401k plan, or as cash to the employee, based upon their choice.

B. The Health and Welfare amounts contained in Attachment A are applicable for all the "Areas" identified in Article 1 of this Agreement.

C. The Health and Welfare contributions will be made for all hours paid for, up to a maximum of forty (40) hours per week.

D. The parties agree that they will follow FMLA, where applicable.

ARTICLE 23 FUNERAL LEAVE

A. In case of a necessary absence of an employee to attend or make arrangements for a funeral of a member of his/her immediate family (spouse, son, daughter, step-children, brother, sister, parents, parents-in-law, brother in-law, sister in-law, grandparents, grandchildren, or common law partner), such employee shall be granted paid time off, for a period not to exceed three (3) days in order to attend the funeral. If needed, the employee shall be allowed to take three (3) additional workdays off without pay. If an employee requests time off for the death of a family member not identified above, the Company agrees to allow up to five (5) days off without pay.

B. The Company may request documentation to confirm the death of a family member if the Company has a reasonable basis to question the veracity of the employee request for time off provided in conjunction with this Article.

C. Part time employees are eligible for this benefit only if a regular scheduled day of work is missed for this purpose.

ARTICLE 24 VACATIONS AND PERSONAL LEAVE

A. All employees covered by this Agreement who have continuous service from their initial hire date on the Government contract with any predecessor or incumbent contractor for one year or more may take vacation any time after their anniversary date of hire.

B. Vacation time will be scheduled on the basis of seniority and in no more than 2 week increments.

C. The request of any employee for more than 2 weeks vacation at one time will be reviewed by the Company on a case by case basis.

D. Vacation requests will be granted in the Company's discretion based on staffing and operational needs.

E. Employees agree to provide the Company with at least 5 weeks notice of any vacation requests, in the event less than 5 weeks is given the Company will consider the request on a case by case basis.

F. In the event circumstances beyond the Company's control create the need to modify the vacation schedule, the Company shall make such modification with advance notice to the Union.

G. All full time employees, upon completion of one (1) year service on government contract shall receive 80 hours paid vacation. Full time employees shall receive vacation pay at their regular base rate of pay on their regularly scheduled workweek, up to a maximum of forty (40) hours per week. Health and Welfare contributions shall be made for each hour of vacation actually taken. All employees covered by this agreement shall be eligible for yearly vacations according to the following schedule:

1. Completion of 1 year of service shall receive 80 hours paid vacation per year.

2. Completion of 8 years of service shall receive 120 hours paid vacation per year.

3. Completion of 15 years of service shall receive 160 hours paid vacation per year.

4. Completion of 20 years of service shall receive 200 hours paid vacation per year.

5. Completion of 25 years of service shall receive 240 hours paid vacation per year.

H. Part-time employees may take their vacation prorated according to their normally scheduled work periods. If an officer changes from part-time to full-time status, his vacation pay will be prorated for the year since his/her last anniversary.

I. Vacation pay for employees on extended leaves of absence, or for employees that are absent for periods exceeding thirty (30) days, will be prorated based on the number of hours that were actually worked on contract for the year. The year will be determined as the 365-day period between the employee's anniversary dates.

J. If an employee cancels his vacation after the schedule that the vacation falls in is published and distributed, he/she will work hours that are assigned by the Company for the period covered by the vacation request.

K. Vacation shall be used and paid out during the twelve (12) month period immediately following the year in which it was earned, i.e., in the twelve month period subsequent to the employee's anniversary date and prior to his or her next anniversary date, at the time the employee uses the vacation. Any vacation not taken during this time period shall be cashed out at the end of this time period.

ARTICLE 25 CALL IN PAY AND REPORT PAY

A. Any employee who has left the Company's job site and who is called back to work after termination of his regular shift, or called into work prior to his regular shift, shall receive a minimum of four (4) hours pay at the regular hourly rate. Only time actually worked on contract shall be used for the calculation of overtime pay as provided for in Article 10 of this Agreement.

ARTICLE 26 JURY DUTY

A. Should an employee be required to serve on a Federal, State, or County Jury, the Company will grant the employee time off without pay for the duration of the employee's jury duty obligation.

ARTICLE 27 WAGE RATE AND CLASSIFICATIONS

A. Effective from the date this Agreement is signed, the hourly wage rates contained in Attachment A are applicable for all the "Areas" identified in Article 1 of this Agreement.

B. The Company agrees that all officers with the rank of Lieutenant will receive $1.50 an hour above the regular hourly rate from the date this Agreement is signed through September 30, 2015. The Company also agrees that Sergeants will receive $.50 above the regular hourly rate through September 30, 2015.

C. The Company shall provide all employees covered by this Agreement the effective locality M&IE (Per Diem) rate set forth by the GSA Schedule while employees are in support of contingency operations for the Company. Per Diem shall be paid to employees 1 week in advance and paid at the time of departure and every two weeks thereafter. Per Diem for employees will be computed from employee's home.

D. The Company shall provide all employees covered by this Agreement the Travel/Commute rate for mileage set forth by the GSA Schedule while they are in support of operational duties.

ARTICLE 28 GENERAL PROVISIONS

A. The Company, in keeping with a harmonious relationship with the Union, will notify the local President of any changes to be made to currently established operations, policies, rules and regulations.

B. The Company may require Employees to undergo random drug screening. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of the first screening, if additional testing is required from the same sample, that test will be done at the employee's expense. The Company shall pay, at the regular hourly rate, all employees covered by this Agreement for any time spent undergoing a required drug screening.

C. If an employee is prohibited from working the Government contract, due to expired commission, which resulted from the Company's action or inaction, the Company will provide the employee with additional work hours to make up any regularly scheduled hours lost.

D. Employees are required to obtain and renew all required commissions necessary to perform their required security duties. The Company is responsible for providing payment for all commissions for obtaining and/or renewal of those commissions. When commissions are received by employee, employee will immediately notify the supervisor and provide a copy of the commission.

E. The parties agree to meet on a quarterly basis.

ARTICLE 29 SUCCESSOR CLAUSE

A. This provision of this Agreement shall be binding upon the Company and its successors, assignees, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale transfer, or assignment of the Company or any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE 30 CONTRACT AGREEMENT DURATION

A. This Agreement shall be effective October 1, 2009 and shall continue in effect until September 30, 2015, and shall be renewable after this date, unless either party gives sixty (60) days written notice to the other, prior to September 30, 2015, that the party desires to begin negotiations on revisions, modification and/or changes to this Agreement. This Agreement may be amended or modified through negotiations after the anniversary date, any amendments or modifications shall become effective only after the approval for such amendment(s) or modification(s) has been given by the Union membership, as certified by the Union's Financial Secretary/Treasurer.

B. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements between the parties.

C. Notices required by the parties under this Article shall be sent by certified mail, return receipt requested, to the other party, with notices to the Company to be sent to its Director of Human Resources. Subject to Paragraph D, below, within thirty (30) days of the issuance of a notice to terminate this Agreement as set forth in Paragraph A, above, the parties shall commence the process for negotiating a successor to this Agreement.

D. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Company's relationship therewith to provide security services for Government under the Contract. In such event, the relationship with the Union shall also terminate, as shall any further duty to bargain.

ARTICLE 31 PARTIAL INVALIDITY

A. 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. Upon a finding by an arbitrator, National Labor Relations Board, the federal government, or Court that any provision of this Agreement is invalid, the parties will meet and negotiate regarding the effects of such a finding.

ARTICLE 32 WAIVER AGREEMENT

A. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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. Therefore, the Company and the Union for the life of this Agreement each waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement. This Article does not limit the discussion of mandatory topics as defined by the NLRA.

B. This Agreement constitutes the full and complete agreement between the Company 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. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between any predecessor to MVM on Government Contract, the Union and/or the employees, as well as any such prior commitments, understandings or practices, prior to March 1, 2009.

C. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 33 PHYSICAL EXAMINATIONS

A. The Company may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. The Company agrees to bear the cost of the pre-employment physical examination and the annual physical examination, to the extent one is required. The Company shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan. The Company shall pay, at the regular hourly rate, 2 hours for time spent undergoing required physical examinations.

ARTICLE 34 GOVERNMENT SUPREMACY

A. The Union acknowledges that the Company has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Company within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the

Government's overall security objective, and there shall be no recourse against the Company regarding such actions or their compliance with such directives. The Company will discuss any such changes or directives with the Union prior to their implementation, to the extent the Company is able to do so, and will provide written documentation of the Government's actions or directions, unless such disclosure is expressly prohibited.

B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Company and Union will comply with those requirements, and the Union or the Employee shall have no recourse against the Company through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

C. Any monetary or other benefit provided by the Company to employees pursuant to a Government directive, but subsequently no longer mandated by the Government or allowed as a chargeable expense by Company to the Government, may be terminated by the Company in its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

ARTICLE 35 CONTRACT RATIFICATION

This agreement shall become enforceable upon ratification and when signed by the Company's representatives and the Union's representatives.

MVM, Inc.

By 10/8/2009

By

By

SPFPA, Amalgamated Local 249

By

By

By

By

By

International Union SFFPA

Vice President, Region 10

ATTACHMENT A

	Current	10/1/09	10/1/10	10/1/11	10/1/12	10/1/13	10/1/14
Wages	$21.23	$21.97	$22.74	$23.54	$24.36	$25.21	$26.09
Uniform allowance	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Health and Welfare	$3.82	$4.05	$4.29	$4.55	$4.68	$4.82	$4.96

MEMORANDUM

TO: Donnie Harling
President, Local 778
Lincoln, Nebraska

FROM: Jose R. Morales, SPHR
Chief Negotiator

DATE: March 31, 2010

SUBJECT: Memorandum of Understanding – Annual Bid Post for Local 778

1. The purpose of this memorandum is to formalize in writing the discussion and understanding regarding MVMs agreement to permit Bid Post to be put up for bidding for a one year trial.

   a. It is understood that the company will not be involved in the process.

   b. The Bid Post will be announced for bidding by Local 778 no later than October 1 of the current year. The result of the bidding will be provided to the Site Manager no later than December 1 of the same year.

   c. The company agrees to incorporate the changes into the work schedule within four weeks of receiving the information from Local 778.

2. It is also understood that the company is under no obligation to continue the bid process beyond the one year trial. The company agrees to meet with Local 778 to discuss the continuation or cancelation of the annual bids.

FOR THE UNION:

Donnie Harling, President
Local 778
International Union, Security, Police and
Fire Professionals (SPFPA)

DATE: 4-5-2010

FOR MVM, INC:

Jose R. Morales, SPHR
Chief Negotiator

DATE: 4-7-2010

CC: Don Eagle
R. Martinez
S. Janes
A. Sims

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is made and entered into on March __, 2011, by and between MVM, Incorporated (herein the Company) and the International Union Security, Police and Fire Professionals of America (SPFPA) and its Local 777/778 (herein the Union):

The Company and the Union agree that the Agreement between the Company and the Union shall be amended as follows:

1. Effective December 13, 2010, Article #1 will be amended to include full-time and regular part-time security officers assigned to the designated facilities in the State of Nebraska as members of the bargaining unit.

   Article #1 will read as follows:

   A. The Company recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in the National Labor Relations Act, and is certified by the National Labor Relations Board in Cases 17-RC-11672 and 17-RC-12683, for all full-time and regular part-time private security officers (PSO's) employed by the Company at the following designated facilities in the State of Nebraska: Beatrice – SSA; Grand Island – SSA; Lincoln – Denney Federal Office Building, SSA, USCIS and Veterans Benefits Administration; Norfolk – SSA and IRS; North Platte – SSA and IRS; Omaha – Zorinsksy Federal Office Building, ODAR, US Attorney, USCIS, DOJ Immigration Court, FBI and SSA; Scottsbluff – SSA and at the following designated facilities in the State of Iowa: Council Bluffs – SSA and other Company locations in Nebraska and Iowa where voluntary recognition of the Union has been confirmed in writing, in connection with the Company's contract with the United States Federal Protective Service ("FPS" or "Government" or "Government Client") to provide security services ("Contract").

2. As a result of the amendment to Appendix A effective October 1, 2011, the employees added to the Bargaining Unit at the designated facilities in the State of Nebraska recognized in NLRB Case 17-RC-12683 shall be covered under the following economic provisions:

	10/1/2011	10/1/2012
Base Hourly Rates	$21.33	$21.96
Health & Welfare	$4.22	$4.34

The Uniform Allowance is has been incorporated into the base hourly rates listed above; therefore, no additional allowance is offered as stated in Appendix A.

FIRST AMENDMENT TO AGREEMENT
MVM, Incorporated and International Union Security, Police and Fire Professionals of America (SPFPA) and its Local 777/778 – March 31, 2010 to March 31, 2013

All other terms of the above referenced Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to sign this First Amendment to the Agreement in full acknowledgment of their intention to be bound by the Amendment to the Agreement.

FOR:

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

BY:

Mark Crawford

~~Don Eagle~~ MARK CRAWFORD
Vice President, Region ~~3~~ 1

3/23/11
Date

FOR:

MVM, Incorporated

Paul Maltagliati
Director, Law Enforcement and Security Services

3/25/2011
Date

Tony L. Sims

Tony L. Sims, SPHR
Labor Relations Manager

FORM NLRB-4279
(2-88)

UNITED STATES OF AMERICA

NATIONAL LABOR RELATIONS BOARD

RC - RM - RD

	TYPE OF ELECTION (CHECK ONE)	(ALSO CHECK BOX BELOW WHEN APPROPRIATE)
MVM, Inc.	☐ CONSENT	
Employer	☒ STIPULATED	☐ 8(b)(7)
and	☐ RD DIRECTED	
International Union, Security, Police and Fire Professionals of America (SPFPA)	☐ BOARD DIRECTED	
Petitioner		
	CASE 17-RC-12683	

CERTIFICATION OF REPRESENTATIVE - RESIDUAL UNIT

An election has been conducted under the Board's Rules and Regulations among the following employees:

All full-time and regular part-time private security officers (PSOs) employed by the Employer and working at its facilities located at 115 N. Webb Road Suite 1, Grand Island, NE, 605 Iron Horse Drive Suite A, Norfolk, NE, 200 N. 5th St., Norfolk, NE, 300 East Third Street, North Platte, NE, 415 Valley View Drive, Scottsbluff, NE, 2001 Broadway, Scottsbluff, NE, and 2630 Eastside Boulevard, Beatrice, NE but EXCLUDING office clerical employees, professional employees, supervisors as defined in the Act, and all other employees.

The Tally of Ballots shows that the petitioner has been selected by these employees to represent them. No timely objections have been filed.

As authorized by the National Labor Relations Board,

It is certified that **International Union, Security, Police and Fire Professionals of America (SPFPA)**

may bargain for these employees as part of the group of employees that it currently represents.

Signed at Overland Park, Kansas

On the 13th day of December, 2010

/s/ Daniel L. Hubbel
Regional Director, Region 17
Mail ballot election held 11-15-10 to 11-29-10
Tally issued 11/30/2010

Collective Bargaining Agreement

Between

MVM, INC.

And the

International Union, Security, Police and Fire Professionals of America (SPFPA) AND ITS LOCALS 777 AND 778

March 31, 2010 – March 31, 2013

AGREEMENT

BETWEEN

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

AND ITS

AMALGAMATED LOCAL 777 and 778

AND

MVM, INC.

PREAMBLE

WHEREAS, MVM, Inc. and International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 777 and 778 (SPFPA), recognize employees right to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, and encourage the amicable settlement of disputes between employees and their employer; and

WHEREAS, MVM, Inc. and International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 777 and 778 (SPFPA), recognize that the employees must meet the highest standards of performance and efficiency; and

WHEREAS, MVM, Inc. and International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 777 and 778 (SPFPA), recognize that a mutual commitment to cooperation promotes both the efficiency of MVM, Inc.'s operations and the well-being of its employee;

NOW, THEREFORE, this Agreement is entered into this 31 day of March, 2010, by and between MVM, Inc., its successors and/or assigns (hereinafter referred to as " The Company") and INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA), and its AMALGAMATED LOCAL 777 and 778 (hereinafter referred to collectively as "The Union").

Disclaimer: Masculine - Feminine References. Whenever "man", "men", "he", or "his" appear as words or parts of words, they have been used for literary purposes and are meant in their generic sense which is to include all mankind both male and female.

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APPENDIX A – ECONOMIC PROVISIONS

APPENDIX B – DISCIPLINARY POLICY

ARTICLE 1-RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in the National Labor Relations Act, and is certified by the National Labor Relations Board in Case 17-RC-I 1672, for all Security Officers employed by the Company within the Omaha, Lincoln, and Council Bluffs Metro areas and other Company locations in Nebraska and Iowa where voluntary recognition of the Union has been confirmed in writing, in connection with the Company's contract with the United States Federal Protective Service ("FPS" or "Government" or "Government Client") to provide security services ("Contract").

1.2 If an Employee is requested by the Employer to work in a new or different location, not covered by this CBA, with a higher classification wage rate, the Employee will receive the wage rate for the higher classification, to include overtime hours worked. If no one volunteers, an employee will be selected, using inverse seniority.

If the Employee requests to voluntarily work in a lower classification, the employee will be compensated at the wage rate for the lower classification, to include any overtime hours worked in the lower classification.

1.3 This Agreement excludes all probationary employees, office clerical employees, professional employees, and supervisors as defined by the National Labor Relations Act.

1.4 The Company recognizes the need and desire to have each city covered by this document to be independent of the other cities. However, due to a geographical proximity, the Company agrees that Council Bluffs, Iowa and Omaha, Nebraska will be treated as one city. Lincoln and all other cities, should they be voluntarily recognized by mutual agreement between the Company and the Union, covered by virtue of this agreement, will stand on their own.

ARTICLE 2-MANAGEMENT RIGHTS

2.1 The Employer shall retain all rights, powers, and 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;

Determine and change the methods and manner in which services are provided;

Introduce new methods or improved methods of operation;

Determine the extent to which and the manner and means its business will be operated or shut down in whole or in part;

Determine whether and to what extent any work shall be performed by employees and how it shall be performed;

Select, hire, promote, permanently or temporarily transfer regardless of the location, demote, lay off, assign, train, suspend, terminate and discipline employees;

Select and determine supervisory employees; to bid or not bid, or to rebid or to not rebid, the Contract with the Government;

Determine and change starting times, quitting times, schedules and shifts;

Reasonably determine and change methods and means by which operations are to be carried on;

Establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct, and to adopt new policies, work rules, regulations, practices and standards/codes of conduct;

Assign duties to employees in accordance with the needs or requirements of the Government and the Employer, as determined by the Employer or the Government, and any other rights not specifically restricted by this Agreement.

ARTICLE 3-UNION SECURITY

3.1 The Union and the Company recognize existing laws establishing the right to work privileges in the States of Iowa and Nebraska, and agree that no security officer covered by any provision this agreement, shall be required to join or pay dues assessments, service fees or other fees to the Union as a condition of obtaining or maintaining employment with the Company.

3.2 The Union reserves the right to assess fees and/or assessments to non-union members, as permitted by law, once, or if it is established, that the representation of a non-union member has become a financial burden on the Union or its representatives.

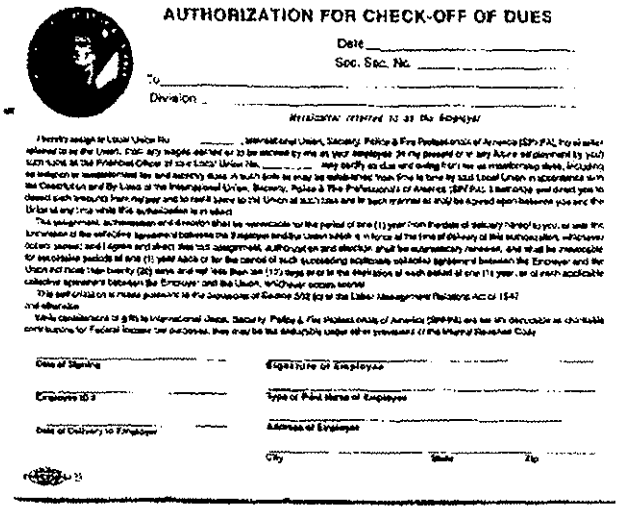
3.3 The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder.

ARTICLE 4-DUES CHECK OFF

4.1 The Employer will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form as represented in Article 4.3. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Secretary-Treasurer of the International Union, Security, Police and Fire Professionals of America (SPFPA), within fifteen (15) days after the first regular payday of the month.

4.2 The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. 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 preceding the date that deductions are to be made.

4.3 The Company shall not deduct any monies from a security officer's wages pursuant to Article 4.1 of this Agreement, unless the check-off authorization executed by the security officer conforms to the following form:



AUTHORIZATION FOR CHECK-OFF OF DUES

Date _____

Soc. Sec. No. _____

To _____

Division _____

4.4 The Union agrees to indemnify and to hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making this deduction of the employees. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it. The Company will remit all dues that are authorized deductions to the Secretary-Treasurer of the International Union, Security, Police and Fire Professionals of America (SPFPA) within fifteen (15) days from the date the deduction was made. The Company shall furnish the Local Union with a deduction list, setting forth the name from any action or actions growing out of these deductions commenced by an Employee deducted once they are paid over to the International Union, Security, Police and Fire Professionals of America (SPFPA). Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

ARTICLE 5-UNION REPRESENTATION

5.1 The Company recognizes and will work with the Shop Stewards and other Union representatives in all matters relating to grievances and interpretations as provided for in this Agreement. Any time spent by a Shop Steward or other Union representatives in matters related to Union business will be time off without pay.

5.2 Union representatives will be given access to guards and post locations for all Union related matters provided such representatives can acquire the proper security clearance for access. However, if the Company's Government Client refuses to grant such persons access to its facility, the Union shall have no recourse against the Company. The Union agrees to provide prior notification of the necessity to access post locations. The Company will provide reasonable assistance in providing the required clearances.

5.3 The Company agrees to allow the Shop Steward(s)/Executive Council Member(s) time off without pay while processing grievances, contract negotiations, for Union business or to attend Union Conferences and other joint Union-Company Conferences. However, the Company's compliance with this provision may not result in the Company being in violation of any Government regulations or compliance with the Statement of Work (SOW). The Shop Steward(s)/Executive Council Member(s) agree to notify the Company in advance of the need to engage in union activities, as described herein, ensure that their post location is adequately manned. Further, the Shop Steward(s)/Executive Council Member(s) will not leave their post unless pre-approved by the Site Supervisor and a replacement officer has relieved them from their post obligations.

5.4 The Company agrees that any officer, at the officer's request, may have a Union Steward or other Union Designated Representative present any time the employee is participating in an investigatory interview in which the employee reasonably believes may lead to his or her being disciplined. Time permitting, the officer and Union Steward will be given prior notice of such an interview.

5.5 Officers who waive their rights to pre-counsel and waive their rights to have a Shop Steward or Representative present at any interview by the Company do not waive their rights to counsel at any time the Officer changes his or her mind.

5.6 The Company, when asked by the Officer for representation by the Union, will immediately stop asking questions. The Company may remove the Officer from post pending notification and arrival of Union Representation. Should the necessity arise whereby the Officer, the Union, and the Company would need to schedule a different time, place, or date, the Company will endeavor to accommodate the parties involved.

5.7 The Company recognizes "Weingarten Rights" and shall comply with such upon any Officers request.

5.8 At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein. The parties may mutually agree that further representatives may be present.

5.9 If permitted by the government and the Company, the Company agrees to allow the Union to establish its own "Union Pass-On Book", and Union bulletin board at the Company job sites covered by this Agreement. The "Union Pass-On Book,", and Union bulletin board will be furnished and maintained by the Union. All requests for placement of bulletin boards will be to the Site Supervisor. The placement of any material that is derogatory towards any employee of the Company or the Government, anti-government, anti-company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and/or remove Union related information on the designated Bulletin Boards. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising, or political matters during work hours.

5.10 The Employer shall make every effort to reimburse employees for all required and approved travel expenses, within two pay periods after submission of a travel expense report, as required by and reimbursable under the Employer's Contract using the Federal travel regulations and the Employer's policies in effect.

ARTICLE 6-SENIORITY

6.1 Contract seniority will be construed to mean the length of continuous service accrued by a security officer while employed on the FPS-Heartland contract in the classifications covered by this Agreement. Seniority will be determined by the security officer's anniversary date as of the date work was first performed on this Government Contract with this Company or a predecessor employer engaged in providing similar services. Security officer's seniority will continue to accrue while on layoff for a period of sixty (60) days or on approved leave of absence for thirty (30) days or to the maximum required by Federal or State Law. (Refer to Article 6.11 for Bargaining Unit Seniority)

6.2 All new security officers shall, for the first ninety (90) calendar days of their employment, be considered probationary security officers. All such security officers may be dismissed during this ninety (90) day period at the sole discretion of the Employer.

A) Security Officers, employed by the Company, who transfers from another duty location, outside of this agreement, will be ineligible to bid on any post for a period of not less than ninety (90) days.

6.3 The selection of Lead Officer (LO) or Assistant Lead Officer (ALO) will be at the sole discretion of the Employer, based on the requirements indicated above and prior experience in leadership positions, employee's work history, both with the Company and during other employment.

A) Lead Officers and Assistant Lead Officers are not considered supervisors.

B) Lead Officers and Assistant Lead Officers are required to act as a channel of communication for management. Leads will transmit management directions and instructions to Officers.

6.4 All vacancies that occurs in an existing position covered by this Agreement, and the Employer chooses to fill that vacancy, the Employer shall post the job for a period of five (5) working days (excluding Saturdays, Sundays, and Holidays).

The bid post announcement will identify, on the date that the bid is published; the type of duty (patrol, entry control, x-ray, etc.) the specific days of work, the specific hours the officer will work, and the location of the post and will indicate whether holidays are included or excluded. Duties outlined in the post bid may change as operational needs dictate and/or as required by the government or Company. Should the Company not be able to put the winner into the location by Client request to the Federal Protective Service, the officer will receive documentation to that effect and the next most senior officer who has placed a bid on that location will be awarded the bid.

A) Any employee who wishes to apply for the open position shall do so in writing during the posting period, if there is a posting period for the position. The Employer will consider all applications received.

B) A successful bid within the bargaining unit, shall be based on seniority, qualifications, documented disciplinary actions, and any client-restrictions to work on that post.

C) Should the need arise to change a bid location(s) the Company and the Union agree to meet to discuss operational needs.

D) All post will remain open for one bid cycle or (5) business days. Should the post remain un-bid, a second bid announcement will be released using the applicable bidding procedures. Should the post still remain un-bid, a third and final announcement will be released which will open the post to all officers, within the Bargaining Unit, regardless of bid status. The post will then be awarded to the most senior officer who placed a bid. Should the post remain un-bid, an at-large officer shall be placed into the post, with no bid-restrictions, until the officer successfully bids into a post.

E) Should a bid post be vacated due to military deployment, that is expected to last for 180 days or greater, the position shall be put out to bid, at which time he will be reinstated, in accordance to applicable laws.

F) A successful bidder will not be eligible to submit another bid on a vacant or new post for a period of one (1) year from the date the bidder's current bid was awarded, with the exception of Article 6.4D of this agreement. This Article shall not prohibit the Company from removing a successful bidder from the post during the one (1) year period due to customer preference or by order of the Federal Protective Service, or in the event of a temporary assignment as outlined in Article 6.5. If a post is closed, due to change of service, within the one (1) year of a successful bid, that bidder will be eligible to submit a bid on a vacant or new post. An officer may be allowed to vacate his/her bid post within the referenced one (1) year provided that prior to the publishing of a bid letter, if a circumstance should arise and the security officer feels a necessity to bid out of his/her post during this ineligible period to bid, the security officer must submit in writing to the Company and Union a justification for the need to bid out of his/her post. The security officer may then be allowed, by mutual agreement between the Company and Union, to submit a bid on a new or vacant post.

G) Any part time officer who becomes a full time officer must complete a ninety (90) calendar day waiting period for bidding purposes. During this waiting period, the officer will not be eligible to bid on any location.

H) Probationary security officers will be ineligible to bid any locations during their probationary period.

I) Any security officer that transfers from any location, into this Collective Bargaining unit is ineligible for 90 days to bid on any post during that period.

6.5 Temporary assignments under emergency conditions (post assignments for less than 30 consecutive calendar days) can be made by the Company without regard to the provisions contained in this Article 6. The first day a security officer is assigned the temporary assignment starts the thirty (30) calendar day period.

A) The Company will consider seniority and clearances when making such temporary assignments. In the event a temporary assignment is anticipated to exceed the 30 day temporary assignment period, the Company and the Union will agree to meet to address the operational need to extend the 30 days. After the officer is returned to his bid post, the officer should not be considered for temporary assignment for a period of (90 days),

unless emergency conditions arise whereby the 90 days window is not feasible.

6.6 In the event that officers are needed to stand duty that does not involve overtime, it is agreed that the Company will make contact starting with the least senior officer not in a bid post, and in the absence of a legitimate reason why they cannot stand duty, that officer will be required to stand the duty.

6.7 Should it be necessary to displace an officer, who has a bid post, into a non-overtime assignment, it is agreed that the company will make contact starting with the least senior officer and in the absence of a legitimate reason why they cannot stand duty, that officer will be required to stand the duty.

A) The Company and the Union recognizes that due to operational needs, circumstances may develop that require security officers with bid posts to be utilized beyond their bid post location in forced overtime. In this event it is agreed that the Company will contact Officers in order of inverse seniority (least senior to most senior) and that in the absence of a legitimate reason as to why they cannot stand duty, they will be required to stand duty.

B) Should overtime involve utilizing security officers who have a bid post, the Union agrees not to grieve the assignment of security officers being extended at their bid location provided that the Company has made a reasonable attempt to fill the position first with security officers without bid posts.

6.8 Management shall maintain a voluntary overtime list. Individual officers shall be responsible for adding themselves to, or removing themselves from the voluntary overtime list. For the purpose of filling posts requiring the use of overtime, the Company shall call the officers on the voluntary overtime list, using seniority. The Company shall fairly distribute the overtime amongst the volunteering officers.

6.9 If in the event that a post is changed by the Government for permanent service either by hiring or reducing additional officers which results in a conflict with current bids and/or schedules, the Company and the Union will agree on a solution, within reason, to accommodate an officer's original bid.

6.10 The Company shall prepare and maintain, subject to examination and correction with substantiating proof by Union Representatives, a Seniority List. Each seniority list will be separate for each Local 777 & 778. The list shall include probationary employees, by classification to record the status of each security officer in the Company covered by this Agreement. The list shall include names, addresses, and telephone numbers of all employees. The appropriate Local President or Representative shall be provided quarterly with a copy of the Seniority List, and also as changes dictate. Each security officer will have the right to protest any errors in his seniority status. In the event that more than one security officer has the same date of hire, the security officer with the earliest birth date (oldest) will have seniority.

6.11 Security officers shall lose Bargaining Unit seniority for any of the following reasons: discharge for just cause; voluntary resignation or quit; laid off for more than 180 a days at any one time; on leave of absence because of illness for more than 120 days; and being absent from work for more than (2) days continuous without notification to the Company. In the event a security officer fails to report for duty due to a medical situation, the security officer must provide medical documentation to substantiate that such failure to report was a medical emergency.

A) Any layoff of security officers, because of Reduction in Force, shall be made by laying off the security officers with the least amount of Contract seniority.

B) Prior to any Lay off of any Full Time Officers, the Company agrees to Lay off Part Time Officers in order of reverse seniority.

C) No new Officers will be hired until all laid-off Officers, with recall rights, have been offered their position back.

D) The Company will not transfer any current security officers until all Bargaining Unit officers have been offered the ability to be recalled from a laid off status. The Company will notify laid off officer(s) of a recall and provide said officer(s) a window of 72 hours to respond to the layoff recall. Should an officer refuse a recall notification, the officer loses all seniority rights.

6.12 The Company agrees that upon promotion to Company management for more than 90 days, the employee is no longer a member of the Bargaining Unit and loses all Bargaining Unit seniority rights.

6.13 Management shall maintain a voluntary out-of-town travel list. Individual officers shall be responsible for adding themselves to, or removing themselves from the voluntary out-of-town travel list. For the purpose of filling posts requiring out-of-town travel, the Company shall call the officers on the voluntary out-of-town list, using seniority. The Company shall fairly distribute the out-of-travel amongst the volunteering officers.

ARTICLE 7-HOURS OF WORK

7.1 Normal hours of work will depend on post assignment. Post assignments normally will not exceed twelve (12) hours unless emergency conditions exist and/or prior approval has been obtained from Federal Protective Service. The Company will endeavor to provide the Officers with a (3) week sliding schedule. If the computer-scheduling system fails, the Company will endeavor to provide a schedule to the Officers within a reasonable time. The Union will work with the Company to assist in accomplishing a timely schedule.

7.2 If a security officer becomes aware that they will be absent from work, they are required to notify the Company as soon as possible, but not less than four (4) hours prior to the beginning of his or her shift. These incidents of call off will be limited to medical, health, or emergency conditions. It is understood that not every situation would allow four (4) hours notice, and each case will be judged on its facts at the employers discretion.

7.3 If possible, the Company agrees to notify a security officer of any scheduled shift change at least twenty four (24) hours in advance. If advance notice of the schedule change is not possible, the employer will endeavor to notify the security officer by phone or personal contact of the schedule change.

7.4 A Full time security officer is an Officer who has been classified as full time by the employer and is normally scheduled to work 32 or more hours per week on a regular basis. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

7.5 A Part Time Officer is an Officer who has been classified as a Part Time Officer by the employer and is regularly scheduled to work less than thirty two (32) hours per week. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. PTO/Vacation and Holiday pay will be prorated for Part-Time Employees.

7.6 Hours of work for part-time employees shall be determined by the Employer, subject to Government requirements and approval, to ensure the orderly and efficient operation of government security services.

7.7 Part-time and At-Large officers, not holding a bid post must be available to fill unexpected open posts. These officers will be required to provide the Company with a telephone number where they can be reached at all hours.

7.8 When an employee requests a break before or between any scheduled break for the purpose of using the restroom or for sickness, the employee will be relieved from post as soon as possible. The Employer will make every effort to provide relief, however operational efficiency and security will be the primary determining factor.

ARTICLE 8 - OVERTIME

8.1 Any work done in excess of forty (40) hours per week shall be considered overtime and paid at one and a half times the hourly rate. The workweek as identified herein will be established by the Company consistent with the requirements of the Fair Labor Standards Act (FLSA). Only hours worked will be counted for the purpose of calculating overtime.

ARTICLE 9-PAID HOLIDAYS

9.1 Officers who are considered Full-Time, as outlined in Article 7 of this agreement, shall receive 8 hours of Holiday Pay, for each federally recognized holiday. Officers who are considered Part-Time, as outline in Article 7 of this agreement, shall receive a prorated holiday pay, in accordance with Company policy, for each federally recognized holiday.

9.2 The Company recognizes 10 paid Federal Holidays; New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The Company recognized holidays will be paid on the day the holiday is recognized by the Government.

9.3 To be eligible for the above Holiday Pay, the security officer must have been in the employ of the Company prior to the date of the holiday.

9.4 A security officer who is on approved leave of absence or on layoff shall receive the holiday pay provided he works for the Company sometime during the week in which the holiday falls.

ARTICLE 10-GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.

Grievances arising during the term of this Agreement shall be in accordance with the following procedure:

In the interest of maintaining a harmonious relationship, the Company and Union agree to informally discuss any dispute that may lead to grievance proceedings. If a resolution is not reached informally, the Union will proceed to Step 1 of the grievance procedure.

A) Step 1. Any Security Officer, either alone or accompanied by a Union representative or Shop Steward or the President of the appropriate Local Union where entitled, having a grievance shall present the grievance to Local management in writing within fifteen (15) calendar days of the date of its occurrence or discovery, or when the Officer knew or by reasonable diligence should have known of its occurrence. Should these Parties be unable to resolve the grievance, the Company will report to the appropriate Locals Union's President the Company's position in writing within fifteen (15) calendar days of its presentation and the following procedure shall be applied.

B) Step 2. In the event the grievance is not settled at step 1, the appeal must be presented in writing by the Officer or Union representative to the Company within fifteen (15) calendar days after the Company's response is due. The official receiving the written appeal, or a designated representative, will respond in writing to the employee and the Union representative within fifteen (15) calendar days after receipt of the appeal.

C) Step 3. In the event the grievance is not settled at step 2, a further appeal must be presented in writing by the Officer or Union representative to the Director of Human Resources or his or her authorized representative within fifteen (15) calendar days after the Company's response is due. The Director of Human Resources or his or her authorized representative, will respond in writing to the employee and the Union representative within fifteen (15) calendar days after receipt of the appeal.

D) Step 4. In the event the grievance is not settled at step 3, an appeal must be presented in writing by the Union of the intent to proceed to arbitration within fifteen (15) calendar days after the Company's response is due.

E) Step 5. Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fourteen (14) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternatively striking the names from a list of seven (7) neutral arbitrators provided by an office of the Federal Mediation and Conciliation Services. The arbitrator whose name remains shall hear the grievance. The location of the hearing shall be determined by the parties based on the consideration of expenses, number of witnesses, Site of arbitrator.

The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the witness or participant is called by Employer. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

10.2 The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Contract; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of 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 regarding a request of the Government.

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 shall not predate the date of the grievance by more than ten (10) 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 employee's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer. Except that back pay (only) may be paid in cases that the employer initiated the action and provided incorrect information, which resulted in the cause of the action against the employee.

10.3 Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.

10.4 The time limits set forth in this Article shall, unless extended by mutual written agreement of the Company and the Union, be binding. Any grievance not properly submitted within the specified time limitation(s) shall not be considered a grievance under this Agreement and will not be arbitral. By written mutual agreement of the Parties, any or all the above mentioned time limitations may be extended.

10.5 The Union has the right to file a grievance on behalf of any Officer, with or without the Officer's consent. Grievances filed without the Officer's consent shall be so identified.

ARTICLE 11-DISCHARGE AND DISCIPLINE

11.1 No security officer shall be discharged, suspended or otherwise disciplined without just and sufficient cause. The Union recognizes that the Company performs services to its clients on a contractual basis which is subject to actions by Third Parties. As the Company must comply with these actions, the Union acknowledges that some consequences of these actions (by DHS, FPS, or other Parties with Removal Authority) are outside of the control of the Company. A request or requirement by DHS or FPS for the removal of an officer from contract shall be considered as just and sufficient cause.

11.2 Discharge and discipline will be handled in accordance to MVM Policy Number 704 (excluding the appeal process on page 8) – Disciplinary Action – Progressive Discipline, which shall be incorporated as Appendix B of this agreement by reference. All disputes of any type covered by this agreement will be resolved through the Grievance procedure, Article 10.

11.3 Should there be any dispute between the Company and the Union concerning the existence of just and sufficient cause for discharge, suspension or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions in this Agreement. This excludes removal by the government or revoking of the employee credentials.

11.4 Acknowledgement of receipt of discipline shall not constitute admission of guilt on the part of the employee.

ARTICLE 12-LEAVE OF ABSENCE

12.1 The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized and approved Leave of Absence.

12.2 A leave of absence without pay may be granted by the Company to a security officer for verifiable extenuating circumstances, after all statutory paid leaves have been exhausted. All employees must submit an application in writing to the Company seeking such leave.

12.3 The company will confirm in writing all leaves of absence granted for periods exceeding one (1) week, and give copies to the Union.

12.4 Generally Non-Statutory leaves of absence may be for a period of not more than thirty (30) days, but may be extended at the sole discretion of the Employer.

12.5 A security officer who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed. The maximum number of Union officials is (3) three, per local, contingent upon operational efficiency and compliance with Government contract requirements. The Company does recognize the need to maintain harmony and balance with the Union.

12.6 Employees entering the Military or conscripted Civil Service of the United States during the life of this Agreement will be permitted leave in accordance to The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any applicable State Law.

12.7 Leaves of absence taken pursuant to the Family and Medical Leave Act (FMLA), shall be governed by the terms of FMLA, or state statute, as applicable.

ARTICLE 13-ON-THE-JOB INJURY

13.1 In the event a security officer suffers an on-the-job injury, the Company shall comply with all requirements as set forth in the applicable State's Worker's Compensation Laws.

ARTICLE 14-NON-DISCRIMINATION

14.1 The Union and Company recognize and abide by Executive Orders 11246 and 11247 and Title VII of the Civil Rights Act of 1964, The Rehabilitation Act, and all related rules, laws, and regulations as amended. The terms and provisions of this Agreement shall apply to all security officers alike, without discrimination with respect to race, color, religion, religious creed, ancestry, sex, sexual orientation, marital status national origin, age, veteran status, disability, political affiliation or other categories required by law.

ARTICLE 15 - STRIKE AND LOCKOUT

15.1 In the consideration of the Company's commitment as set forth in Article 15.3 of this Agreement, the Union, its Officers, Agents, Representatives, Stewards, Committeemen and Members, and all other security officers shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 10 of this Agreement or (b) involves a matter specifically referred to or covered in this Agreement: or (c) involves a matter which has been discussed between the Company and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.

15.2 The failure or refusal on the part of any security officer to comply with the provisions of Article 15.1 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to arbitration provisions set forth in Article 10 of this Agreement. The failure or refusal by a Union Officer, Agent, Representative, Steward or Committeeman to comply with the provisions of Article 15.1 of this Agreement constitutes leading and instigating a violation of said Article 15.1, it being specifically agreed that the Union Officers, Agents, Representatives, Stewards and Committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Article 15.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

15.3 In consideration of the Union's commitment as set forth in Article 15.1 of this Agreement, the Company shall not lock out the security officers.

ARTICLE 16 – UNIFORMS

16.1 The Company will supply all equipment as specified by contract with the government. All Company issued uniform items must be returned to the Company upon termination of employment.

16.2 Weapons will be transported to and from work in compliance with State and Local Laws.

ARTICLE 17 - WEAPONS AND SAFETY

17.1 The Company will provide safe weapons and equipment. The Company will make available to all officers cleaning materials and supplies needed for maintaining clean and safe weapons.

ARTICLE 18 - TRAINING PAY

18.1 The Company shall pay the cost of Contract-required training and compensate employees at their regular straight-time hourly rate for actual time spent training. Training hours will be considered as hours worked, for the purpose of computing overtime.

18.2 The Company will pay the security officer for mileage to attend training, in accordance with Company policy and federal travel regulations.

A) Employees who are not available for scheduled training due to an emergency or leave pursuant to this Agreement will make up said training at the time and place identified by the Company and in accordance with Article 18 of this agreement.

ARTICLE 19 - HEALTH AND WELFARE PLAN

19.1 The Company will make a health plan available for Employees. Officer may participate in the Company Health Plan, upon the completion of the eligibility requirements of the Plan as detailed in the Summary Plan description. Health and Welfare payments shall be provided by the Company on behalf of the employees at the rate set forth in Appendix A of this Agreement.

A) Effective upon the execution of this agreement, Officers may participate in the Company's Group Health Insurance Plan, or in the SPFPA's Group Health Insurance Plan. In the interest of preventing an adverse selection scenario for either group the selection of the Company or Union Health Plan will be for a minimum period of two years.

Opt-out from participation in the Health Plan is available only if the employee can provide documentation of current participation in another qualified Group Health Plan.

Upon opting-out of the participation in the Company or Union Health Plan, the Officer may elect to voluntarily have 100% of Health and Welfare funds deposited into the Company 401K. Or effective October 1, 2010, the Officer may have 75% of the Health and Welfare funds paid as cash and 25% deposited into the Company 401k.

19.2 Health and Welfare contributions shall be made for all hours worked to a maximum of forty (40) hours per week.

19.3 Employees who are not eligible for Family Medical Leave may maintain their health plan coverage by paying the full premium required under the operating insurance plan.

19.4 Nothing in this Section, or in this entire Agreement, shall be construed to limit the union an/or the Company from communicating with the employees about the aforementioned health and welfare plan; however, no Company-sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning a Benefit Program.

ARTICLE 20 - FUNERAL LEAVE

20.1 If it is necessary for an employee to lose time from work because of a death in the immediate family who resides within a two hundred (200) mile radius of the employee's home, the employee shall be entitled to three (3) days (equivalent to 24 hours) paid leave of absence at his/her straight-time rate of pay per occurrence. If a death occurs in the Officer's immediate family, whereby the family member resided outside a (200) mile radius of the employee's home, the employee shall be entitled up to four (4) days (equivalent to 36 hours) paid leave of absence at the employee's straight-time rate of pay. For the purpose of bereavement pay, a days is considered to be eight (8) hours.

Immediate family includes spouse, son, daughter, (including legally adopted children and/or stepchildren); brother, sister, mother, father, grandmother, grandfather, grandson, granddaughter, step father, step mother, step son, step daughter, father in law, mother in law, brother in law, sister-in-law.

20.2 The Company may request documentation to confirm the death of a family member if the Company has a reasonable basis to question the veracity of the employee request for time off provided in conjunction with this Article.

20.3 Part-time employees are eligible for this benefit only if a scheduled day(s) of work is missed for this purpose.

ARTICLE 21 – PAID TIME OFF (PTO/Vacation)

21.1 All security officers covered by this agreement, who have been in the service of the company one (1) year or more, may take PTO any time after their anniversary date of hire. PTO time will be scheduled on a bi-annual basis and selection of PTO shall be on the basis of seniority.

A) PTO, for the purpose of bi-annual forecasting, shall be in increments of twenty four (24) to forty (40) hours, constituting a three (3) to five (5) day period, or one (1) workweek, including normal days off.

B) During the first week of October, previous to the PTO year beginning January 1, and again during the first week of April previous to the second half of the PTO year beginning June 1, the Company shall make available to the security officers a PTO schedule consisting of all 365 calendar days. Security officers shall then submit to the Union, on a form prescribed by the Union, their first, second, third, etc., choices for forecasted PTO time and the time frame for the return of the PTO request form.

C) Security officers, in the order of seniority, will be allowed to select available PTO in increments of no less than twenty four (24) hours and no more than forty (40) hours, constituting a three (3) to five (5) day period.

D) Each officer will select one (1) PTO period at a time. Officers have the option to take two (2) consecutive PTO periods, not exceeding eighty (80) hours, ten (10) days, including normal days off, if no other officer has that time reserved.

E) After all security officers have had the opportunity to select a PTO period, any security officer who has remaining PTO entitlement will go through the selection process again, in order of seniority.

F) The Union will furnish the company a completed PTO schedule by December 1st previous to the PTO period of January 1st to May 31st, and again by May 1st previous to the PTO period of June 1st to December 31st.

G) If a security officer with PTO entitlement elects to forgo his PTO, he may elect to take such PTO time at a later date, incumbent upon the approval of the Company.

H) Any PTO time still available after the selection period will be distributed on a first come, first served basis, as operational needs permit.

I) In the event of federal, state or local emergency declarations, which are beyond the Company's control, and which may create the need to modify the PTO schedule, such modifications shall be made by the Company, with reasonable notice given to the Union.

21.2 Provided that the Company's operational obligations to the Government is not hindered in any way, the Company will endeavor to allow at least (2) two officers scheduled off for PTO periods. The Union recognizes that federal, state and local emergencies can affect PTO, and that officers are subject to call back under such emergencies, as declared by recognized governmental agencies.

21.3 Should an employee elect to cancel his forecasted PTO, the officer shall do so at a minimum of thirty (30) calendar days in advance of the day in which his PTO was scheduled to begin. If the officer does so, the Company shall arrange for the officer to work his post he regularly works during the period in which the PTO was scheduled to be taken. Should the officer elect to cancel his PTO less than thirty (30) calendar days in advance of the day in which his PTO was scheduled to begin, the Company shall make a reasonable attempt, at the Employer's sole discretion, to arrange for the officer to work the days and hours he regularly works during the period in which his PTO was scheduled to be taken. Should a PTO period be cancelled, the Company shall immediately notify the corresponding Local. The cancelled PTO period will be made available to all officers on a first come, first served basis, as operational needs permit.

21.4 PTO is earned and may be used after completion of one year of service on the Contract.

A) All security officers, upon the completion of one (1) year of service with the company, shall receive (80) hours of PTO each year. The security officer will receive PTO pay at the regular rate of pay.

B) All security officers, upon the completion of five (5) years of service with the company shall receive (120) hours of PTO each year. The security officer will receive PTO pay at the regular rate of pay.

C) All security officers, upon the completion of ten (10) years of service with the company shall receive (160) hours of PTO each year. The security officer will receive PTO pay at the regular rate of pay.

D) Part time security officers may take their vacation prorated accordingly. If an officer changes status from part time to full time, his vacation pay will be prorated from the time of his last anniversary.

21.5 Should an officer's employment with the Company be terminated, for any reason, the employee will be paid for all unused earned PTO hours.

21.6 The officer will notify the Company, a minimum of four (4) hours prior to when the officer was scheduled to report for duty, of his intentions to utilize non-forecasted PTO. The officer must use a minimum of two (2) hours of non-forecasted PTO, per occasion. Any occasion when an officer calls off of duty, in accordance with this article 21.6, the time off of work will be classified as an unpaid, excused duty. Employees must notify the Company if they desire the call-off work to be PTO.

ARTICLE 22 - CALL-IN PAY AND REPORT PAY

22.1 Any Officer who has completed their shift and leaves the work site and is subsequently called back prior to the commencement of their next scheduled shift shall receive a minimum of two (2) hours pay at his/her regular wage rate if there is no work available. The payment of the two (2) hour minimum is not applicable if the employee is asked to stay after the completion of their normally scheduled shift. Only time actually worked will be used for calculation of overtime pay.

22.2 Should an agency executive close a post due to an unexpected emergency, or a natural or manmade disaster, all officers who reported to work and/or reached the work site, will receive show up and call pay (in accordance with this article) or actual hours worked, whichever is greater.

ARTICLE 23 - JURY AND WITNESS PAY

23.1 The Company will comply with all State and Federal regulations regarding Employees' service for jury duty.
Employees will be granted time off without pay to attend Jury Duty.

ARTICLE 24 - WAGES AND CLASSIFICATION

24.1 Employees will continue to receive their current wage rates until the effective date of the new wages shown in Appendix A.

ARTICLE 25 - SUCCESSOR CLAUSE

25.1 The provisions of this Agreement shall be binding upon the Company and its Successors, Assigns, or Future Purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale transfer, or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE 26 - GENERAL PROVISIONS

26.1 The Company, in keeping with a harmonious relationship with the Union, will notify the local President of any changes to be made to currently established operations, policies, rules and regulations.

26.2 The Company may require Employees to undergo random drug screening. Upon notification by the Company, the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug screening will be grounds for immediate termination of employment. The Company agrees to apply the random testing in a reasonable and uniform manner. The Company shall bear the cost of first screenings and Employees will be paid one (1) hour of pay at their regular wage rate. In the event of a positive result, a second screening from the same sample may be conducted at the employee's expense.

26.3 Non-bargaining unit personnel will not perform duties of the security officers in the bargaining unit, except as necessary to fulfill the work requirements under emergency and/or temporary (not to exceed 4 hours) relief circumstances.

26.4 The Company agrees to notify the Union of conditions of emergency when declared by the Federal Protective Service, excluding sensitive details.

ARTICLE 27 – WAIVER

27.1 The Company and the Union acknowledge that during the negotiations, which resulted in this Agreement, each Party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements, understandings and past practices, oral and written, express or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

27.2 By reason of the aforementioned, the Company and the Union, for the duration of this Agreement, voluntarily and unequivocally waive any and all rights to negotiate, discuss or bargain collectively with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE 28 – DURATION

28.1 This agreement shall be effective from March 31, 2010 through March 31, 2013, and continue in effect from year to year thereafter unless written notice to modify, amend, change or terminate is given by either Party at least sixty (60) days but not more than one hundred fifty (150) days prior to March 31, 2013, or any anniversary date thereafter.

ARTICLE 29 - GOVERNMENT SUPREMACY

29.1 The Union acknowledges that Company has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Company within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective; consequently, there shall be no recourse against the Company regarding such actions or their compliance with such directives. The Company will discuss any such changes or directives with the Union prior to their implementation, to the extent the Company is able to do so. If written notification is given by the Government, the Company will provide written documentation of the Government's actions or directions, unless such disclosure is expressly prohibited.

29.2 Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Company and Union will comply with those requirements, and the Union or the Employee shall have no recourse against the Company through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

29.3 Should the Government withdraw credentials or certifications or request the removal of any bargaining unit employee from the contract, the Company will endeavor to investigate the facts that resulted in the Government's action. If at their sole discretion, based on the investigational facts, the Company feels justified, they will prepare a letter requesting reconsideration of the employee's removal and a copy of the letter will be provided to the local Union President or his designee. As in article 29.2, the Union or the Employee shall have no recourse against the Company's course of action through the grievance and arbitration process or otherwise.

29.4 Except under provisions of this contract, any monetary or other benefit provided by the Company to employees pursuant to a Government directive, but subsequently no longer mandated by the Government or allowed as a chargeable expense by Company to the Government, may be terminated by Employer in its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

ARTICLE 30 - PARTIAL INVALIDITY

30.1 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. However, all other provisions or applications shall continue in full force and effect. Upon a finding by an arbitrator, National Labor Relations Board, the federal government, or Court that any provision of this Agreement is invalid, the parties will meet and confer regarding the effects of such a finding.

ARTICLE 31 - PHYSICAL EXAMINATIONS

31.1 The Company may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such examinations may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Company agrees to bear the cost of all required physical examinations. Follow-up examinations required because of individual medical or physical condition will be paid by the employee or through the use of individual health plan.

ARTICLE 32 – APPENDICES

Appendix A – ECONOMIC PROVISIONS

Base Hourly Rates	Current	10/1/2010	10/1/2011	10/1/2012
Wages	$20.00	$20.60	$21.11	$21.74
Uniform Allowance	$0.22	$0.22	$0.22	$0.22
Health and Welfare*	$3.98	$4.10	$4.22	$4.34
Lead Officer	$20.50	$21.10	$21.61	$22.24

* See Page 21 for distribution methods.

Appendix B – DISCIPLINARY POLICY
(See Attached)

xxxx

DISCIPLINARY ACTION/PROGRESSIVE DISCIPLINE

Policy No. 704 Approved By: Dario O. Marquez, Jr.

704.10 POLICY

To establish and maintain appropriate administrative policies to ensure that consistent and prompt disciplinary action is taken with regard to employees whose performance is unsatisfactory or when conduct or failure to observe Company regulations necessitates such action.

704.20 SCOPE

This policy applies to all activities and locations of the Company, unless specified by a collective bargaining agreement.

704.30 RESPONSIBILITY

The administration of this policy shall be the responsibility of all supervisors, managers and directors. The Human Resources Department shall have the responsibility for the interpretation of this policy and shall be available for consultation with supervisors and managers where appropriate.

704.40 POLICY

It is the policy of the Company to endeavor to treat all employees equitably and to administer all policies and rules and regulations consistently. When an employee's performance is unsatisfactory or when an employee violates the rules and regulations of the Company, appropriate disciplinary action is required.

704.50 PROGRESSIVE DISCIPLINE

The best way to deal with problem employees is by utilizing a consistent and effective warning system. There are several basic reasons a formal warning system is essential:

1. It acts as a deterrent to a repetition of the offense.
2. It gives rules of enforcement a consistency.
3. It gives management a reliable measurement of the office disciplinary situation by pinpointing recurring problems and focusing on problem areas.
4. It reduces charges of favoritism. Employees who are disciplined in a formal, consistent manner are less likely to make charges of discrimination.
5. It puts the employee on notice of the probable consequences if there is a recurrence of the violation.
6. It provides the manager/supervisor/director with the opportunity to collect <u>all</u> of the facts.

When the Company can demonstrate in writing that an employee was given proper verbal warning, issued a written and/or a final written reprimand, and then either

suspended or terminated, this is referred to as "progressive discipline." By engaging in this approach, the Company normally will be able to defend challenges to the propriety of action taken against an employee.

704.60 CLASSIFICATION OF PROGRESSIVE DISCIPLINARY ACTION

Whenever an employee commits an offense warranting disciplinary action, his/her supervisor may wish to discuss the infraction with the Project Manager and/or Vice President or Director prior to taking disciplinary action up to the suspension of an employee from work.

Depending upon the seriousness of the offense committed, the supervisor/manager or the director may wish to consult with the Human Resources Department. The implementation of this policy should not be construed as preventing, limiting or delaying the Company from taking appropriate disciplinary action against any employee at any level, including termination without prior warning, where the Company, at its sole discretion, deems such action appropriate. Consultation with the next higher level of management (director-level or above) and with the Human Resources Director or Manager of Employee and Labor Relations must take place before an employee is discharged from employment.

1. *Verbal Counseling or Oral Reprimand:* Verbal Counseling or oral reprimand is the first disciplinary action of a violation of a standard of conduct that is subject to progressive counseling. Although formal written documentation is not required, the supervisor issuing the verbal counseling must note on his/her calendar, log or other source that the counseling occurred. This counseling is an effort to eliminate possible misunderstandings, improve job performance or to explain what constitutes proper conduct. Refer to MVM, Inc. *Form 700-5 Employee Improvement Notice*.

2. *Written Reprimand:* Employees receive a written notice of discipline warning when multiple violations of a single or multiple standards of conduct subject to progressive counseling have occurred or when the supervisor or manager believes that a first offense is serious enough to warrant dispensing with counseling or oral reprimand and to issue a formal written notice. The purpose of a written reprimand is to ensure that the employee is fully aware of the level of the misconduct he/she has committed, or of those areas of performance which must be improved. The written warning should also inform the employee of what is expected, thereby enabling the employee to correct his/her performance problems or avoid a recurrence of the incident. The supervisor issuing the written reprimand must formally document it on MVM, Inc. *Form 700-5 Employee Improvement Notice*, attaching additional documentation as necessary. An employee should be asked to acknowledge his/her receipt of a written reprimand by signing the document indicating such acknowledgment. A copy of any disciplinary action documentation shall be sent to the Director of Human Resources or Manager of Employee and Labor Relations for inclusion in the employee's personnel file.

3. *Final Written Reprimand (Optional):* Employees receive final written notice if, after prior counseling or written reprimands, sufficient progress in the area

of job performance has not occurred, or following repeated minor offenses, or following certain levels of misconduct. Refer to MVM, Inc. *Form 700-5 Employee Improvement Notice.*

4. *Suspension Without Pay:* **Non-exempt** employees may be suspended without pay as part of the progressive disciplinary process. Prior to suspending an **exempt** employee it is mandatory that supervisors consult with the Director of Human Resources or Manager of Employee and Labor Relations and the functional Senior Vice President. Refer to MVM, Inc. *Form 700-5 Employee Improvement Notice.*

5. *Termination:* Termination of employment is the greatest penalty a Company can impose upon an employee. Such action should normally only take place after the Company has made an attempt to have an employee correct his/her performance or conduct, and the employee has not responded, or when the employee's misconduct is of such a serious consequence that the Company believes it has no practical alternative. Prior to suspending an employee it is mandatory that supervisors consult with the Director of Human Resources or Manager of Employee Relations; termination of exempt employees must also be approved by the functional Senior Vice President. Refer to MVM, Inc. *Form 700-5 Employee Improvement Notice.*

For the above Items 2, 3, 4 and 5, see MVM, Inc. *Form 700-11 Manager's Pre-Dismissal/Pre-Release Checklist for Involuntary Termination.*

704.61 Suggested Guidelines: Disciplinary Action/Progressive Discipline and Employee Improvement Process

The following chart is provided to establish some basic guidelines to promote the consistent application of the MVM, Inc. progressive discipline policy throughout the company. Based on established standards of conduct and discipline (see MVM, Inc. *Policy 700 Guidelines for Appropriate Workplace Conduct*) The chart provides a range of reasonable responses to given offenses. In all cases, it is assumed that the disciplining manager will exercise common sense and good judgment in administering progressive discipline. If at any time a manager is unsure of the proper course of action, he/she is strongly encouraged to consult his/her manager and/or the Director of Human Resources or Manager of Employee and Labor Relations.

Standards of Conduct		**Recommended Action**		
Description		**Progressive Counseling**	**Suspension** (skipping steps 1, 2 and optional 3a above)	**Suspension Pending Investigation /Possible Termination**
1.	Assault. Making or uttering verbal or physical threats.		√ Min	√ Max
2.	Arson.			√
3.	Theft or pilferage.			√
4.	Sabotage.			√
5.	Willful or careless destruction of property.			√

Standards of Conduct		Recommended Action		
	Description	**Progressive Counseling**	**Suspension** (skipping steps 1, 2 and optional 3a above)	**Suspension Pending Investigation /Possible Termination**
6.	Dishonesty: Accepting bribes, enabling a person to secure stolen property, permitting unauthorized access to classified material, or lying or stealing from clients, the Company or from fellow employees.			√
7.	Falsification: making or authorizing fraudulent entries on official documents, falsifying reports.			√
8.	Insubordination toward the client, supervisors or management personnel.		√ Min	√ Max
9.	Disregard of lawful orders: To include written post orders, special orders or instructions, or verbal instructions form supervisors or management personnel.		√ Min	√ Max
10.	Unauthorized use of company and/or client property inclusive of facility(s), computers and internet access.		√ Min	√ Max
11.	Sexual harassment or discrimination towards MVM, Inc. and client employees and visitors.			√
12.	Intoxication and Drug Use: Drinking or being under the influence of alcohol, illegal drugs, or controlled substances, within 8 hours of reporting for normally scheduled duty, while on duty and after duty hours. Possession, use, distribution, manufacture, sale or dispensation of any controlled substance or illegal drugs.* See Policy 0205.00 Drug Free Workplace-Substance Abuse Policy.			√
13.	Possession, use, distribution, manufacture, sale or dispensation of any controlled substance or illegal drugs.			√
14.	Negligence: Sleeping on duty or being in a relaxed and inattentive position while on duty, abandoning post, leaving post without proper authority, failing to perform duties as prescribed.		√ Min	√ Max
15.	Absenteeism: Failure to report for work. Failure of a relieving employee to notify the designated Supervisor or Project Manager of his/her inability to report for duty. Unauthorized absences during scheduled working hours.	√		
16.	Tardiness. Repeated failure to report to work on time.	√		
17.	Gambling, bookmaking or accepting any fees on Company property.			√
18.	Any act of cruelty or oppression toward another employee.	√ Min		√ Max
19.	Failing to maintain the confidentiality of Company matters including matters relating to our customers. Communicating orders or information to any person not authorized to receive them.	√ Min		√ Max

Standards of Conduct		Recommended Action		
	Description	**Progressive Counseling**	**Suspension** (skipping steps 1, 2 and optional 3a above)	**Suspension Pending Investigation /Possible Termination**
20.	Conduct unbecoming or prejudicial to discipline.	√ Min		√ Max
21.	Violation of MVM or client policies, procedures, rules, regulations, or contract requirements, including security regulations.	√ Min		√ Max
22.	Failure to deal politely and courteously with the client or visitors to client facilities.	√ Min		√ Max
23.	Unauthorized activities on post duty including but not limited to reading unauthorized materials, having any radio, tape player or television on post, or working on personal projects or hobbies.	√		
24.	Inappropriate use of telephones, email or any other Company communications equipment. Including excessive use of company, client and/or cellular phones for personal matters.	√ Min		√ Max
25.	Fraternization with MVM, Inc. employees or with a client's or a vendor's employees while on duty.	√ Min		√ Max
26.	Any off duty conduct that impairs the ability to obtain or maintain a security clearance or license.			√
27.	Wearing, using, or permitting the wearing or use of MVM, Inc. uniforms or identification for any reason other than for official business.	√ Min		√ Max
28.	Violation of MVM, Inc. or client Appearance Standards.	√		
29.	Possession of an unauthorized weapon while on duty.		√ Min	√ Max
30.	Exposure or subjection of company and /or client's property to loss through carelessness and/or negligence.	√ Min		√ Max
31.	Failure to disclose commitment of a criminal offense and/or activity to MVM, Inc.'s management/supervisory personnel.			√
32.	Any other reason deemed by MVM, Inc. to be contrary to the interests of the company or its clients.	√ Min	√ Med	√ Max
33.	Unauthorized possession or use of firearms, fireworks, or any other weapon on Company property or while engaged in Company business.			√
34.	Soliciting, distributing literature, or conducting unauthorized meetings of any kind on Company time or property during working hours.		√ Min	√ Max
35.	Posting and/or removal and/or tampering with the bulletin boards or notices posted on same without authorization; or defacing any posted signs, displays or any property.		√ Min	√ Max

Standards of Conduct		Recommended Action		
Description		Progressive Counseling	Suspension (skipping steps 1, 2 and optional 3a above)	Suspension Pending Investigation /Possible Termination
36.	Carelessness or inefficient performance of job duties, including the failure to maintain proper standards of performance, or interfering with the work of other employees.		√ Min	√ Max
37.	Disobeying safety regulations including failures to report promptly work-related accidents to supervisory personnel.	√ Min		√ Max

704.70 SUSPENSION PENDING INVESTIGATION

Terminating an employee involuntarily is a very serious decision; therefore, MVM, Inc. has a step referred to as "Suspension Pending Investigation" that exists to enable a supervisor to remove an employee from the workplace in an emergency situation. Project Managers are authorized to suspend employees when an employee fails to correct his/her performance after repeated warnings, as the result of an accumulation of minor offenses or as the result of a serious offense or misconduct.

Examples of such serious offenses include when an employee is caught sleeping on the job and the supervisor has to remove him from the post immediately, or when an employee is insubordinate or verbally abusive to a client or supervisor.

The supervisor has the authority to direct the employee to leave the job site, and will advise the employee that they are Suspended Pending Investigation. Prior to suspending an exempt employee it is mandatory that supervisors consult with the Director of Human Resources or Manager of Employee and Labor Relations and the functional Senior Vice President.

In these situations, the employee will be suspended without pay. The supervisor must notify their manager and the Director of Human Resources or Manager of Employee and Labor Relations immediately, i.e. no later than the next business day. The Director of Human Resources and Manager of Employee and Labor Relations have the responsibility and the authority to review the initial facts in the suspension and change it to a suspension with pay, pending investigation, or to advise the supervisor to terminate the employee or to reinstate the employee.

If the Director of Human Resources or Manager of Employee and Labor Relations' initial finding is to reinstate the employee and the supervisor objects, then he/she will consult with the supervisor's manager. If the manager supports the initial decision by the supervisor, then the Senior Vice President of their respective chains of command will be consulted prior to any reinstatement and they will work towards a solution to the conflict. If the dispute remains, then Corporate General Counsel will be consulted by the Senior Vice President. Refer to MVM, Inc. *Form 700-5 Employee Improvement Notice*.

In the case of harassment, supervisors are authorized to remove and/or separate the accused and the accuser. If this is not practical, the accused may be suspended with

pay pending investigation and must immediately notify the Human Resources department. HR will investigate the matter and will manage the response. For further information, see *Policy 204 Prohibition of Harassment in the Workplace.*

704.80 PROCEDURE

704.81 Investigate

Immediately after a specific incident occurs, or immediately after learning of the incident, the employee's supervisor should obtain complete and detailed information about the incident by interviewing the employee involved, and privately and separately, each person who saw or heard what occurred, making every effort to reconcile conflicting statements. Supervisors and managers may involve the Human Resources Department and/or their immediate supervisor to assist in or conduct the investigation. The supervisor or manager, in conjunction with the Human Resources Department, should then prepare a complete, accurate and unbiased written report setting forth the information obtained and any other information which is part of the employee's past record (past performance appraisals, prior warnings, poor attendance records, etc.) which may provide additional substantiation for the type of disciplinary action that the supervisor or manager is planning to administer. This written report should set forth only factual information; opinions regarding credibility, likelihood of the actual occurrence, etc., should not be included. Note that this initial statement of the facts and findings may be required at a later date if an employee challenges subsequent personnel action.

704.82 Weigh the Evidence

Review and weigh all the evidence obtained and, in light of applicable Company policies, determine whether the offense is one that warrants formal disciplinary action.

If discipline is called for, consider the following factors before deciding on the appropriate level of discipline:

1. How serious is the problem?
2. What is the employee's past record?
3. Has the employee been disciplined in the past for the same infraction? If so, how recently was the employee disciplined?
4. What is the attitude of the employee?

704.83 Administering Disciplinary Action

If practicable or applicable any disciplinary action to be taken, including an oral reprimand, should be administered by the immediate supervisor and, where circumstances dictate, in the presence of the next level of supervision in the department (normally the individual to whom the supervisor reports).

If the nature of the meeting is to counsel the employee and simply discuss the matter with the employee, the Manager/Supervisor should document the conversation and maintain his/her notes in a separate file in the event that the incident resurfaces.

704.84 Timing of Disciplinary Action

If no one specific incident is involved, but the supervisor or manager believes that disciplinary action is necessary to warn an employee of a specific problem or pattern of behavior which must be corrected (such as absenteeism, tardiness, etc.), the discussion with the employee should take place as soon as the problem manifests itself and before the problem becomes serious, in order to allow the employee an opportunity to correct his/her behavior or performance. If, however, a specific incident is involved, in order for disciplinary action to be effective, it must be administered as soon as practicable after the incident occurs. To this extent, supervisors and managers should ensure that, after an incident occurs, all of the facts are gathered, the written report is completed, all of the evidence is weighed, and discipline is decided upon and administered **no later than five (5) workdays after the incident occurs**.

Generally, violations that occur within 90 days of a step in the Progressive Counseling Process would be cause to move to the next step in the process. However, there may be situations where a violation that occurs within one year may be cause to move to the next step. If in doubt, consult with your supervisor and/or the Director of Human Relations or Manager of Employee and Labor Relations prior to making a decision to go to the next step. After one year, a violation is expunged for the purposes of Progressive Counseling and is not to be considered in terms of moving to another step in the process.

Employee's that are suspended and/or terminated have the right to appeal. (See *Policy 705.00 Termination of Employment, Section 705.53, Appeal Procedure for Involuntary Terminations).*

The Company's Disciplinary Action/Progressive Discipline Policy is not binding and does not create any employee right to progressive discipline. Rather, this policy is meant to act as a guide – ultimately, the Company may use whatever discipline it deems necessary.