



Agreement to Supply: SECURITY GUARD SERVICES - EXECUTIVE AIRPORT

This agreement, made and entered into this the 9 day of February, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and Contractor:

Name: CSS USA, Inc.

Address: 8066 East Fulton Street City: Ada State: MI Zip: 49301

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of **three years, with two, one year extension options** and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 1/6/09 Pur-2, CAR 08-1887

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City security guard services, during the period beginning 02/21/09 and ending 02/20/12 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. This contract form G-110, the Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number **795-10158** and the Contractor's proposal in response, form a part of this contract and by reference are incorporated herein.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto
- 3) Contractor's proposal in response to the City's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. Contract Summary:

- a. Attachments: **CSS USA, Inc.'s response to the RFP and a copy of the RFP document.**
- b. Payment Terms: Net 30
- c. Delivery: 14-days
- d. Insurance: Yes No
- e. Performance Bond/Letter of Credit: Yes No
- f. Procurement Specialist's Initials: RE

4. Contractor's Phone Numbers: Office: 866-462-7786 Cell:

5. Contractor's Fax Number: 616-248-3277

6. Contractor's E-Mail Address: ashaffer@gocss.com Website: www.gocss.com

City of Fort Lauderdale

By: 2/9/09
Director of Procurement Services (City Manager's Designee)

Date: 1-26-09

Approved as to form:

Senior Assistant City Attorney

Contractor/Vendor

C. ANDREW SHAFFER
Name of Company Officer (please type or print)

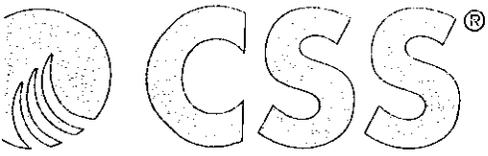
By:
Authorized Officer's Signature

Title: VP/COO / SECRETARY

Date: 2/2/09

C. ANDREW SHAFFER
Secretary (please type or print)

Attest:
Signature of Secretary



CONTRACT COPY

Bid No. 795-10158

Bid Opening Date: Nov. 5, 2008 at 2:00pm EST
Security Guard Services for City of Ft. Lauderdale

COPY (3 of 7 Proposals)



SECURITY
PERFORMANCE
EXPERTISE
PEACE OF MIND

12. TECHNICAL APPROACH AND SECURITY PLAN 65
12.1 Comprehensive Security Services 65
12.2 Availability of Personnel 67
12.3 Transition Plan/Implementation Schedule 69
12.4 Vehicle Maintenance Plan 70

13. COMMUNICATION 71
13.1 Command/Dispatch Center—24/7 71
13.2 Communication Equipment 71

14. MANAGEMENT REPORTS 72
14.1 Daily Activity Report 72
14.2 Incident—Irregularity Report 73

15. COST OF SERVICES 74

16. STATEMENT OF NON-COLLUSION 76

17. APPENDIX 77
17.1 Statement of Financial Condition 77
17.2 Bank Confirmation Letter 78

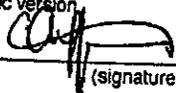
1. BID/PROPOSAL SIGNATURE PAGE

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:  (signature) 10-31-08 (date)

Name (printed) C. Andrew Stauffer Title: Chief Operating Officer

Company: (Legal Registration) CSS USA Inc

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §807.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: 8066 E. Fulton

City Ada State: MI zip 49301

Telephone No. 616.462.7786 FAX No. 616.248.3277

E-MAIL: AStauffer@gocss.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 14 DAYS

Payment Terms (section 1.03): Net 30 Total Bid Discount (section 1.04): Not Applicable

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE (Not Applicable)

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variations:

revised 6-6-08

2. LETTER OF INTEREST

November 3, 2008

City of Fort Lauderdale
City Hall
Procurement Department, Suite 619
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

SUBJECT: Response to Solicitation for Security Guard Services at the City's Executive Airport and Downtown Helistop— Bid No. 795-10158

CSS USA is pleased to present our proposal to the City of Fort Lauderdale in response to the solicitation for Security Guard Services. As you review the contents of our proposal, you will find that CSS USA is prepared to meet and, in fact, exceed your current security provider's level of service. We have the ability and commitment to provide you with a security program your associates and customers will be proud of.

CSS USA is the perfect size for managing your specific security needs. We are large enough to secure resources for handling anything that comes our way, yet we are small enough to provide the flexibility that our clients often need and desire. Our clients include government agencies, businesses and municipalities, including airports large and small, throughout the United States.

Hiring talented, motivated professionals and providing them with outstanding educational programs mark the beginnings of our formula for success. Our method ensures you are provided with specially trained officers who know how to perform their assigned security duties efficiently, while at the same time treat everyone they interact with in a positive, courteous manner.

CSS USA has experienced tremendous, controlled growth as a result of the outstanding service we provide to clients and in conjunction with our complete understanding of the needs of all security users in the 21st Century. As always, we remain focused on the ultimate satisfaction of our clients.

We would appreciate the opportunity to provide this same level of service and commitment to your organization. Our pricing is competitive; our quality is unparalleled. If you have any questions, please do not hesitate to call me at 866.462.7786. This firm price proposal shall remain valid until February 30, 2009.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Andrew Shaffer".

C. Andrew Shaffer
Chief Operating Officer

3. NARRATIVE: About CSS USA

Since 1969, CSS USA has deployed armed and unarmed guards to protect people, properties and assets for a range of clients. Currently, we employ nearly 900 security professionals throughout the United States. We are a service-driven organization managed by an executive team that has built a reputation for CSS USA based on hard work and integrity. They work diligently alongside employees to satisfy every client need, no matter how small.

We have serviced many clients with similar needs over the years, including two airports that we currently serve (refer to section 11 titled References). Our operational approach begins with our hiring process to ensure we recruit the finest individuals who possess the aptitude to complete any project with diplomatic finesse. Our comprehensive training provides additional assurance that team members are armed with the skills they need to deliver impeccable service of the utmost quality. Ongoing training and development programs keep staff members performing at their very best.

Maintaining open lines of communication helps ensure that our professionals deliver exceptional service in the CSS USA standard of excellence. Officers check in and out through an automated system that provides real-time workforce management. We know who is on staff and at what post at any given time. You can also reach any of our many management team members by calling our Command Center at 866.462.7786. This 24-hour per day/7-day per week dispatch service means you talk to an employee—not an answering machine or service—any time of day, any day of the week. In addition to our workforce management system and phone support, performance surveys are sent to clients for feedback, plus our managers inspect operations to monitor performance several times per week to ensure that impeccable service is being delivered. We take immediate action if unacceptable service issues are identified.

SITE VISIT NOTE:

CSS USA made numerous attempts to schedule a site visit prior to the solicitation date by calling Mark Cervasio at the phone number listed within the solicitation (954.828.4955). Unfortunately, Mr. Cervasio was out of the office the entire week prior to the bid due date of November 5, 2008, when we were attempting to make contact. We were politely redirected to contact Rufus James at 954.828.4968; Mr. James was scheduling site visits while Mr. Cervasio was unavailable. Unfortunately, Mr. James was also unavailable by phone Thursday, October 30 and then out of the office on Friday, October 31. In his absence, we were told there was no one else who could assist us with our fourth attempt at scheduling a site visit.

Our fifth attempt was made in the morning on Monday, November 3 by phone to Mr. Cervasio. He did return our phone call only to advise us that he was directed the Friday prior to stop scheduling site visits. Since there was no cutoff date in the solicitation other than to visit prior to the bid opening date, his statement didn't make sense. We were not aware of the cutoff date. There was no amendment to inform any of the companies interested in offering their best program. We asked Mr. Cervasio to make an exception and allow us a visit based on our repeated attempts at scheduling prior to this new imposed deadline in conjunction with the City's unavailability of personnel to accommodate us. The answer was no.

We feel that our proposal might be disadvantaged and/or compromised since we were unable to visit the site. However, we are presenting our best efforts, as you will see on the pages within. We would ask that you understand our dilemma and keep our efforts in mind as you review the information we have provided.

CSS USA, INC.
Florida Field Office
1500 W. Cypress Creek Rd. Suite 207
Ft. Lauderdale, Florida 33309
Phone: 888-824-6277

Used to denote activities of interest at the site. This includes reference to written incident reports as well as minor occurrences. Indicate date, time and officer writing the entry. This journal is the responsibility of the lead shift security guard and shall contain a standard entry should the shift be uneventful. i.e. "Nothing to report".

Site Security Guard Incident Report:

To be used to document the incident and actions taken in instances of criminal activity, fires, vehicle accidents (with and without injury), violations of FAA or Ft. Lauderdale Executive Airport rules, if applicable, as well as other occurrences of an unusual nature. This report will include a description of the incident, who was notified and when, all actions taken by the guard officer, any action taken by law enforcement, such as an arrest or search of individual or property. Each security guard is responsible for completing their report of action prior to the end of the shift.

Security Guards should not release written reports of any type to anyone except personnel within their immediate chain of command, airport management, or other security guards employed by their company as needed to carry-out their duties.

REPORTING FOR DUTY:

Each security guard assigned must report on time, be prepared to work, be properly uniformed and equipped as stipulated in the contract for services. Equipped means the items required are in good working order to complete the tasks assigned. The equipment will include weapons of a stipulated type, assigned radio, flashlight, and personal comfort items as needed. Each security guard shall be properly qualified and certified with all weapons carried as per state statues and regulations governing the security guard industry of Florida, prior to accepting assignment to any shift.

SIGN IN:

Security guards are required to complete the sign-in log upon arrival. All equipment, keys and other needed materials shall be received and signed for in the site journal. Each security guard, at the beginning of their shift, shall conduct a self-briefing by reading the security log and journal entries of guards from the preceding shift, they shall familiarize themselves with all activates occurring during the out-going shift and any on-going situations.

All logs and journals will be presented to the Airport Security Manager or Airport Management when the site is visited.

SIGN OUT:

Upon completion of the assigned work shift, or when otherwise relieved, the security guard shall complete the sign out block. This sign-out indicates that all materials have been turned over to

Page 2 of 7

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The Airport Security Manager is responsible for the security of the client staff, contract guard service staff, visitors and property at each site. As such, the Airport Security Manager is the **PRIMARY POINT OF CONTACT** for all security matters involving the facility or personnel. This includes such matters as:

1. Reporting the absence of a guard scheduled to be on duty.
2. Incidents involving damage to the facility or disruption of normal activities in the facility.
3. Theft of facility property or from someone working in or visiting the facility.
4. Injury/Sickness involving anyone at the facility.
5. **NOTIFICATION** of any emergency that occurs in or near the facility.

These procedures must be followed in order to maintain the continuity of the chain of command and responsibility for every FEMA facility:

1. **IN AN EMERGENCY, 9-1-1 (or the local equivalent)** is to be called **FIRST** to ensure that an immediate **LOCAL RESPONSE** is obtained.
2. **ALL** security guards assigned to a specific post **MUST READ** and **INITIAL** the **POST ORDERS** and any **MEMOS** issued by the Airport Security Manager.
3. The notification procedure listed in #4 will be done **AFTER 9-1-1** is called and after the security guard on duty has rendered all appropriate assistance that is required.
4. **ALL OTHER NOTIFICATIONS** will be done in the following manner:
 - a. The CSS Dispatch Office will be called **FIRST** and advised of the incident or situation.
 - b. The Airport Security Manager will be contacted next and advised of the incident or situation.
 - b. Any other notifications that are required by the company's contract will be made. (Your company supervisor, etc.)
 - c. If required, the Airport Security Manager will advise the security guard of any other agencies or departments that need to be contacted.
 - d. As listed in the **POST ORDERS**, the security guard on duty **MUST COMPLETE** a written **INCIDENT REPORT** and submit it to the Airport Security Manager.

The security guard is not to become involved in incidents, except for the protection of life and safety. The security guard shall notify local authorities for their intervention.

LAW ENFORCEMENT:

Law Enforcement shall have unrestricted access. The arrival of law enforcement and their activities, whether in response to a call or otherwise, is not a proper subject of discussion with unauthorized persons or others outside the chain of command. That information should be noted on the log only if

CSS USA, INC.
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- The security guard will NOT allow un-escorted entry to the site and notify the responsible public affairs desk or public information officer of the airport facility of media arrival at the site.
- Once authorized entry is gained, visiting media may speak only to those who desire to be interviewed. Media should respect the rights of those citizens who decline to be interviewed.
- Refer all media who have follow-up questions or who wish to speak to a Ft. Lauderdale Executive Airport representative to the appropriate desk or location.
- Security personnel should remain professional at all times, however they are NOT authorized to speak on or off camera to a media representative. The Security Guard will direct any and all questions about the contract guard company, or our company's actions to the appropriate Public Information Officer for CSS USA, or to the Airport Security Manager.

HOMELAND SECURITY THREAT LEVEL ADVISORY SYSTEM:

All Security Guards working in the site will familiarize themselves with the Homeland Security Threat Level System and its impact on their duties. A copy is located in the Site Reference Manual (SRM).

THE CURRENT THREAT LEVEL IS: ORANGE/HIGH

PROHIBITED CONDUCT:

- Operating any Airport Equipment not specifically issued to the security personnel
- Reading of books, magazines, etc.

Page 6 of 7

Fort Lauderdale Executive Airport SECURITY POST ORDERS (Draft)

This "Security Post Orders" is a working document, and is in a draft form until such time as a proper security assessment has been administered and submitted. This document is subject to changes and re-writes and shall be revised and approved before distribution to the site.

A. DAILY ACTIVITY REPORTS AND LOGS

- CSS USA will provide a site specific Daily Activity Report (log) that shall denote activities, calls, areas of patrol and associated times to those listed activities.
- Significant occurrences or special alerts will be documented and recorded in a site journal and shall be listed as a reference in the Daily Activity Report.
- A Site Inspections Log shall be used to reflect lighting conditions, surface incidents, runway incursions and security gates checks.
- A daytime/nighttime aircraft log will be used to document all aircraft and their designated FAA reference numbers for accountability.
- These (original) logs will be provided to the airport management staff, the airport security manager or their designated representatives daily, or upon request.

B. PATROLLING AND INSPECTIONS

- CSS USA security officers will patrol all city owned property including the hangars taxiway, runway, apron areas and roadway systems as designated by the airport manager or airport security manager.
- CSS USA officers will inspect each runway, taxiway or associated areas and will remove any and all debris, or shall coordinate the removal of debris with the appropriate resources available.
- The airport shall be cleared of any unauthorized animals, vehicles, personnel and aircraft as requested by the airport manager, airport security manager, control tower, or their designated representatives.
- All runways, taxiways or other designated areas will be inspected at least once per shift or as deemed necessary to insure the safety and security of the airport grounds.

In addition, the CSS USA security officers shall:

- Utilize the patrol tour system and checkpoints or CSS USA supervision-designated patrol route to continuously patrol all areas of the property, checking each point in random order each patrol and paying special attention to problem/vulnerable areas.
- Tour System Reports are to be printed out daily or weekly by the site manager or daytime shift supervisor, using the computer at the front desk or other designated computer area.
- Challenge all suspicious activities and individuals, including those loitering/sitting in vehicles near the property, and remain vigilant to help prevent trespass on client property.
- See the above-tips for effective patrolling and refer to your CSS USA training manual.
- Officers should NEVER be stationing themselves at the front desk, except where relieving front desk staff, responding to an incident or using the phone for an approved reason.
- Any hazardous situations encountered shall have an Incident Report filled out and shall be documented in your Daily Activity Report.

- CSS USA security officers shall maintain in their possession a ground control radio, at all times while on duty at the Executive Airport.
- The radio frequency shall be 121.75 MHz or other authorized frequency as designated by the airport manager or air traffic control tower.
- CSS USA security officers shall maintain direct communications with the control tower at all times.

F. ACCESS CONTROL AND PERIMETER SURVEILLANCE

- CSS USA security officers shall be responsible for the opening and closing of all security gates on the airport property.
- CSS USA security officers will also maintain surveillance of the perimeter fence areas on the airport premises.
- CSS USA security officers shall inspect and manipulate all security access gates for proper operation once per shift as required by the airport manager.
- CSS USA security officers shall report any maintenance related issues or concerns regarding the gate access points to the airport maintenance department or to the airport management staff, upon detection of a problem with those areas.
- A report shall be made and an entry shall be listed on all appropriate CSS USA forms and log sheets.

G. INFORMATION EXCHANGE, DAMAGE REPORTING AND PUBLIC RELATIONS

- CSS USA will maintain an open line of verbal and written communications with the airport management staff.
- Information gathered from the airport manager shall be read, reviewed and shared with the authorized personnel only.
- CSS USA security shall locate, document and report all damaged city property to the airport manager, airport security manager or their designated representatives upon detection of such damages found.
- CSS USA security officers shall promote hospitality and good public relations to all staff members, visitors, officers and to the general public at all times.
- CSS USA security officers shall, from time to time, remove themselves from within their respective patrol vehicles or walking patrol posts and shall meet and greet the general public, airport staff members, tenants and visitors, either on their own or as requested by the airport manager, airport security manager or their designative representatives.

H. ACTIVITIES LOG

- CSS USA security officers shall log any and all activities as required by the airport management team.
- Such logged activities may be used at a later date for follow-up or for investigative purposes by the airport management team or by CSS USA.





FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

April 18, 2005

CSS
ATTN: LEIGH M. JENNINGS
1145 28TH STREET SE
GRAND RAPIDS, MI 49508

Re: Document number F04000003497

The Resolution of the Board of Directors was filed on April 11, 2005 changing the alternate name in Florida from CSS PROSTAFF, INC. to CSS PROTECTION, INC. for CORPORATE SECURITY SOLUTIONS, INC., a Michigan corporation.

Should you have any questions regarding this matter, please telephone the Amendment Section at (850) 245-6050.

Jeraline Sausberry
Document Specialist
Division of Corporations

Letter number: 205A00026302

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

4.3 Certificate of Insurance

CSS USA maintains liability in general, automobile and excess, together with workers' compensation coverage that meets or exceeds both legal requirements and industry standards. A sample of our current insurance certificate is shown below.

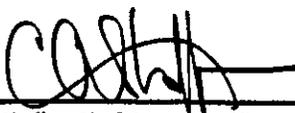
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SL CORPO-5	DATE (MM/DD/YYYY) 09/18/08		
PRODUCER Collins & Associates Corp. 5075 Cascade Road S.E. Grand Rapids MI 49546 Phone: 616-942-0957 Fax: 616-942-1118		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Corporate Security Solutions dba: CSS USA 8066 E. Fulton Avenue Ada MI 49301		INSURERS AFFORDING COVERAGE			
		INSURER A: American International Group	NAIC # 10184		
		INSURER B: Lexington Insurance Company			
		INSURER C: The Travelers Insurance Co.	01899		
		INSURER D:			
		INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
DESCRIPTION / LTR / HERO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability GENL AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PER <input type="checkbox"/> PER LOC	1322538	08/01/08	08/01/09	EACH OCCURRENCE (EXCEPT TO RETIREE PENSIONS) (EA OCCURANCE) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8104419L30ATIL08	06/01/08	06/01/09	COVERED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	7020595	08/01/08	08/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER ENCLOSED? If yes, describe under SPECIAL PROVISIONS below	3428109	07/01/08	07/01/09	<input checked="" type="checkbox"/> NO STATE LIMITS <input type="checkbox"/> OTHER STATE LIMITS E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000
OTHER:					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER Evidence Only			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)

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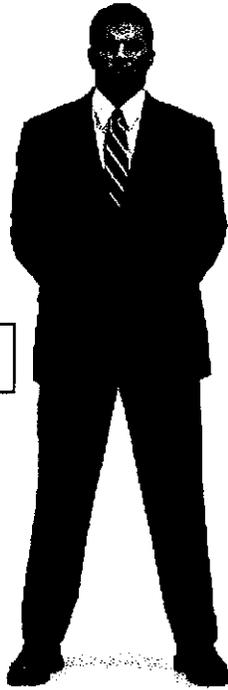
5. COMPANY PROFILE

5.1 General Information

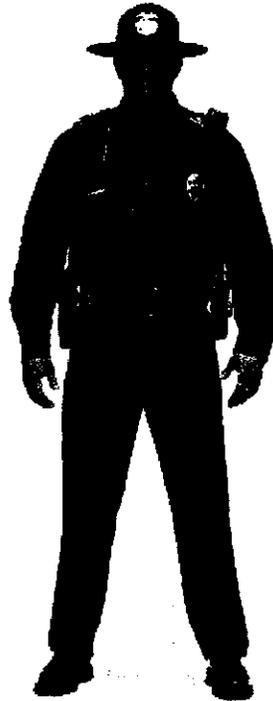
Proposal Due:	November 5, 2008 at 2:00 pm EST
Company Name:	CSS USA
Corporate Address:	8066 E. Fulton Ada, MI 49301
CSS USA's National Corporate Headquarters—Executive Officers and Contact Information:	Christopher Frain, Chief Executive Officer E-mail: cfrain@gocss.com Andrew Shaffer, Chief Operating Officer E-mail: ashaffer@gocss.com Phone: 866.462.7786 Fax: 616.248.3277
Local Address:	1500 W. Cypress Creek Rd., Suite 207 Fort Lauderdale, Florida 33309
CSS USA's Florida Representative and Contact Information:	Luke Brant Phone: 877.924.6277 Fax: 616.464.7365
Visit us online at:	www.gocss.com
Company Type:	Corporation
State of Incorporation	Michigan
Date of Incorporation:	December 5, 1969 (Nearly 40 years in business)
FEIN	38-1903209
CSS USA Chief Operating Officer:	<p><i>I declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.</i></p>  <hr/> <p>C. Andrew Shaffer, Chief Operating Officer November 3, 2008 Date</p>

Every officer is outfitted to represent your facility with pride. Our corporate/hospitality uniform is at home in high-end residential and commercial environments. The law enforcement uniform offers a more visible and direct deterrent factor, and our durable ERT uniform endures even the harshest missions and environments. Many facilities require different uniforms for different posts or positions.

Corporate/Hospitality



Law Enforcement



Residential & Commercial
High-rise Buildings
Special Details
Hospitality
Concierge
Front Desk
Supervision

Armed/Unarmed Officers
Roving Patrols
Hospitals
Schools
Commercial
Industrial
Gated Communities



Icom IC-A200 VHF AIR BAND TRUNK MOUNT RADIO

Icom's high quality VHF communications transceiver, the IC-A200, lends vital capability and offers the best. The IC-A200 is simple to operate. Sturdy, yet compact metal mounting package for the IC-A200 for use in ground vehicles. Rugged mounting bracket, SP-5 speaker and EM-91 microphone are included. Harness comes wired for mobile installation. Direct operation from a 12 V DC source gives a full 7 Watt transmitter output.

FEATURES

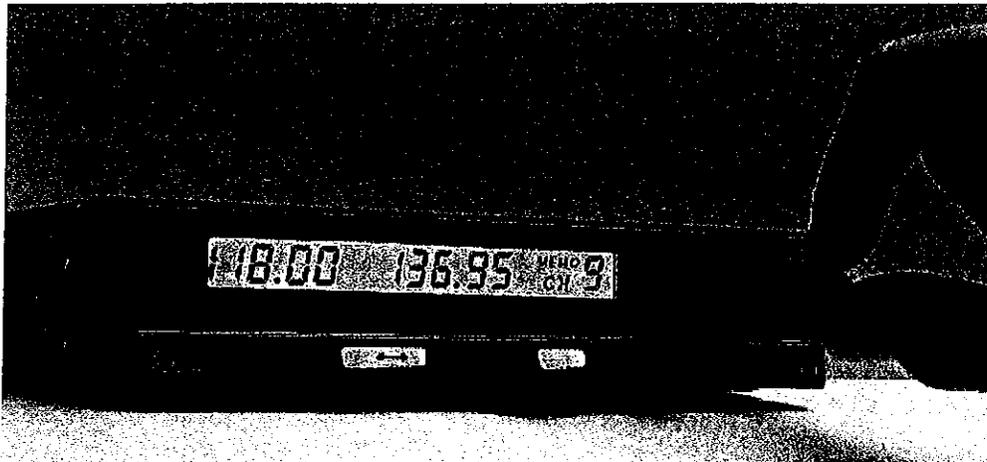
Output power: 7 W

Audio output: 5 W

Frequency coverage: 118.000 - 136.975 MHz (760 channels)

9 memory channels

- Input voltage:
 - 117 V AC +/- 10%,
 - 220 V AC +/- 10%, or
 - 240 V AC +/- 10% (selectable)
- Output voltage: 13.8 V DC +/- 5% (negative ground)
- Output current: 6 A
- Duty rate: 1 hour for maximum current
- Ripple voltage: Less than 20 mV rms
- Useable Temperature Range: -10°C to +40°C; +14°F to +104°F
- Dimensions (projections not included): 200(W) x 200(H) x 300(D) mm; 7.9(W) x 7.9(H) x 11.8(D) in
- Weight: 6.0 kg; 13.2 lb



8. JOINT VENTURE

We are not part of a joint venture for this contract, therefore we have no such documentation to provide.

9. QUALIFICATIONS AND EXPERIENCE

For the busy Cincinnati/Northern Kentucky International Airport, our officers provide gate, exterior, parking and entry control point protection. Additional services include interaction with the public, traffic control, vehicle explosives inspections, interaction with Transportation Security Administration (TSA) and local law enforcement, crowd control and more. There are 18 persons dedicated to this one-year renewable contract.

CSS USA provides armed and unarmed, uniformed security officers for the Northwest Regional Airport Commission's Cherry Capital Airport seven days per week. Officers deter criminal activity, as well as respond to situations of interference and perform overall security at screening checkpoints. Patrol duties include the terminal building and airport property within a five-minute walk of checkpoints. Officers search vehicles for explosive devices, assist with the issuance of traffic tickets and monitor curbside activity. In addition to security details, guards perform diverse public relations duties.

CSS USA provided armed guard services for the US Department of Homeland Security/FEMA, 24/7, for group sites in Baton Rouge and New Orleans. Guards performed a variety of duties related to safeguarding FEMA facilities, equipment and staff. Assisting employees and private individuals, observing visitors for compliance with posted rules, assisting in preliminary investigations, identifying persons attempting to gain unauthorized access to FEMA property, deterring, detecting and reporting crimes and potential violations, and assisting medical and law enforcement personnel were among the duties. Guards also controlled traffic and secured perimeter of properties, as needed.

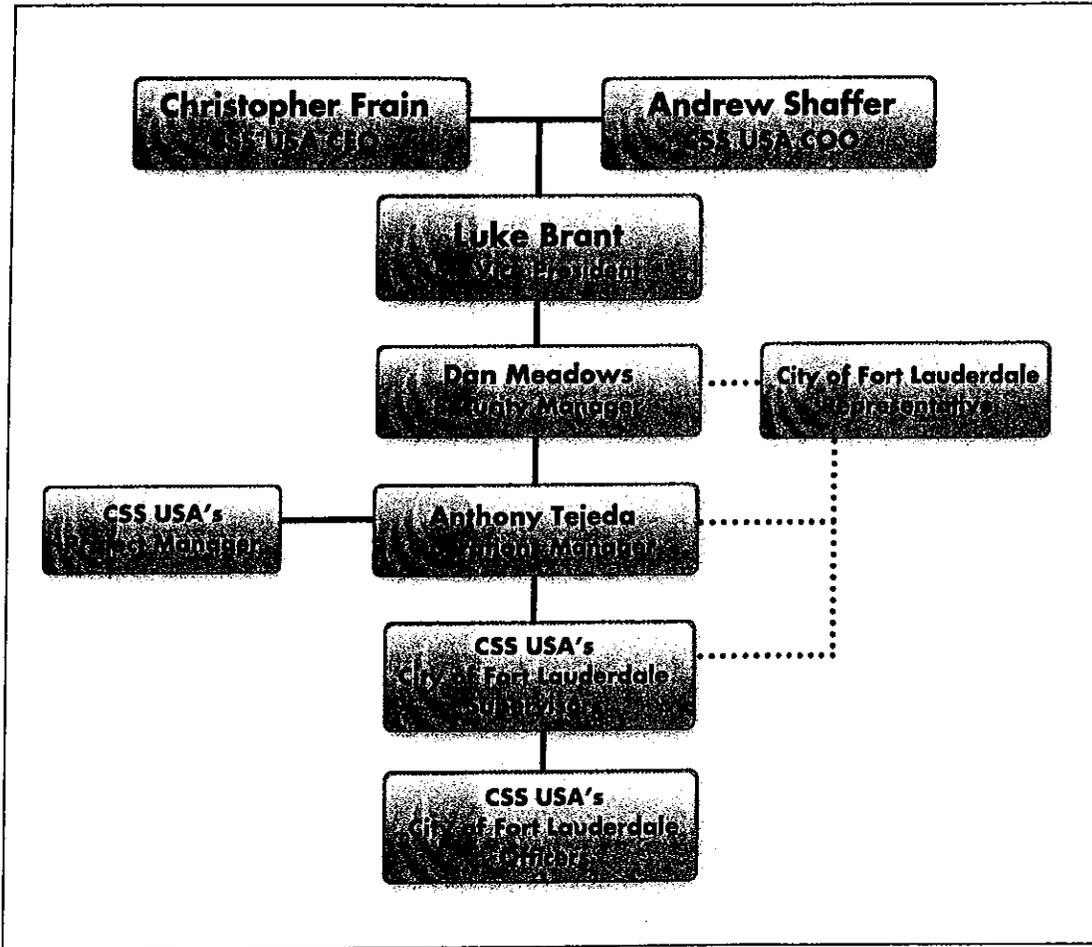
CSS USA's officers provide two primary functions at multiple locations for UPS throughout Texas, Iowa, Louisiana, Michigan, Minnesota and Ohio: access control and vehicle processing. At all locations, our guards are responsible for screening employees, visitors and contractors who wish to enter and/or depart the facilities. There are strict badge requirements, as well as limitations on items that enter or leave the facility. Guards monitor full-body metal detectors and are trained at hand-wanding, if necessary. Guards also perform cursory bag checks, again, in both ingress or egress situations. At each site, they interact with more than 700 employees on a daily basis and more than 1,000 during peak periods.

More than 500 vehicles will either enter or depart most facilities daily, with more than 750 vehicles during peak periods. There are specific processing procedures for each transaction. All involve sealing, unsealing, inspection or verification of routing paperwork and cargo contents in one form or another. Different procedures apply based on content, point of destination or point of origin. Additionally, our guards shut down and secure each facility on Saturdays, then reopen and make facilities operational on Sunday nights.

CSS USA worked with Inner Parish Security Corporation to fulfill FEMA contracts for security guards to perform a variety of security related duties depending on specific post orders. Armed guard services included, but were not limited to, assisting employees and private individuals with rules and regulations while on FEMA grounds, assisting in preliminary investigations, identifying persons attempting to gain access to FEMA property, deterring, detecting and reporting crimes along with potential violations, and assisting medical and law enforcement personnel.

10. STAFF

10.1 Organizational Chart: City of Fort Lauderdale Account



www.gocss.com

CSS Alliance, Inc.

8066 E Fulton St
Ada, MI 49301

P. 866.462.7786
F. 616.248.3277

cfroin@gocss.com

Frain has built a team second to none at leveraging local resources and expertise to provide reliable, premium program management in emerging markets from Iraq to Africa. CSS Alliance is accomplished in operations and maintenance, logistics, construction, equipment supply and more. Frain's national and international clients continue to embrace the firm's dynamic, quality-driven approach.

As CSS Alliance evolved, Frain molded the company a step above his competition. He prides himself on the fact that CSS Alliance employees work hard and care deeply about the success of their clients' programs.

CSS Alliance has four affiliates: CSS USA, CSS Global, CSS Services and CSS HealthForce. CSS USA's security experts safeguard individuals, assets and information domestically. CSS Global provides a full range of program management services worldwide. CSS Services supplies a five-star hospitality style workforce of valets, concierges, receiving clerks, front desk, pool, beach and gym attendants. The CSS HealthForce team hires, trains and manages short- and long-term healthcare personnel for government and private clients.

In Frain's eyes, there are no limits to the capabilities of CSS Alliance. His company's services are valued in almost every environment. Frain's vision for future growth is based on continuing his uncompromising dedication to his clients while harnessing creativity to conquer new opportunities.

Negotiating an agreement with a major international package delivery service grew sales substantially within the first year, which accelerated his advancement to executive management. Shaffer is the only executive in the company's 40-year history to be promoted from part-time employee to Vice President and co-owner in less than two years.

Memberships

Ada Business Association
Arab American Chamber of Commerce—Detroit Chapter
ASIS International—Detroit Chapter
Chaldean Chamber of Commerce—Detroit Chapter
Grand Rapids Area Chamber of Commerce
Ohio Chamber of Commerce
Overseas Security Advisory Council
Rotary Club of Grand Rapids
The Economic Club of Grand Rapids

A consummate author, Meadows has written and contributed to multiple books and manuals including the *Crisis Responders Deployment Guide*, as well as numerous articles on law enforcement and martial arts topics that include defensive tactics, pressure point control tactics, impact and edged weapons, use of force, close quarters battle, officer survival and self-defense.

Meadows recently completed a series of courses through the National Rifle Association in Hollywood, Florida to achieve NRA-certified instructor status in Instructor Techniques & Home Firearms Safety, Basic Pistol, Personal Protection, Basic Rifle, Basic Shotgun and Range Safety.

Education and Certifications

- R.L. Oatman Executive Protection Course
Palm Beach, Florida
- Security Officers Training Program
CSS Alliance
Luling, Louisiana
- Private Investigations Certified
Savannah, Georgia
- Defensive Tactics Certified
International Police Defensive Tactics Assoc.
State of Georgia
- Evidence/Crime Scene Photography Certified
Hunt Valley, Maryland
- Network Forensics Program
Blue Ridge Community College
Hendersonville, North Carolina
- Cyber Crime Investigations
Blue Ridge Community College
Hendersonville, North Carolina
- Custom Protection Officers Training
Wackenhut Corporation
Asheville, North Carolina
- CCW Firearms Safety Training Courses
North Carolina, South Carolina and Florida
- Homeland Security, Tactical Officers Training
Special Response Corporation
Hunt Valley, Maryland
- Compass Point Investigations
Online Training Course: Bail Enforcement
- Backup Training Corporation
Online Law Enforcement Training Courses:
Use of Force/Officer Survival/Defensive Tactics
- Southern Ontario Law Enforcement Training Assoc.
Ontario, Canada
- U.S. Army Officers Candidate School
Georgia State Defense Force
- Business Administration and Management
Tandy University
Fort Worth, Texas
- Instructor Certification
Alexandria Regional Police Training Academy
Alexandria, Louisiana
- Emergency Medical Technician
Central Texas College
Killeen, Texas
- Honorary Ph.D. Philosophical Sciences
Int'l University of Martial Arts and Sciences
Frankfurt, Germany
- Private Investigations
Savannah Technical College
Savannah, Georgia
- U.S. Army Basic and AIT Training School
Fort Sill, Oklahoma

Assistant Operations Manager
Ritz-Carlton Residences, Coconut Grove, Florida

April 2004—Jan 2006

Directed scheduling, job assignments and daily operations of 18 hospitality employees in four different departments: Engineering, Housekeeping, Security and the Audit Readiness staff. Created and modified Standard Operating Procedures for each of the departments to improve productivity and achieve cost reduction. Organized a service team with productivity and efficiency awareness by encouraging employees to set challenging objectives by introducing needed changes. Implemented and negotiated contracts with vendors to bring cost reduction in all four departments and increased the available budget to \$48,000. Initiated and proactively pursued maintenance payment collections that contributed \$70,000 to budget.

Loss Prevention Supervisor
Ritz-Carlton Residences, Coconut Grove, Florida

August 2002—April 2004

Designed all internal record-keeping systems for the Loss Prevention Department and the residences at the Ritz-Carlton Concierge Team. Coordinated work schedules to accommodate employees, achieve morale and dedication, and turned the department around to become the third lowest turnover by department within the company. Increased security efficiency by re-educating officers in policies and procedures.

Assistant Manager
United States Marine Corps, Okinawa, Japan

July 2001—July 2002

Improved and facilitated the learning processes for the maintenance management system that resulted in cutting overhead costs, employee maintenance time and improved the battalion's readiness for deployment to 98-percent. Received Navy Accommodation Medal for work excellence on the transition process with the adjoining battalions and facilities.

Assistant Manager
United States Marine Corps, Jacksonville, North Carolina

January 1999—July 2001

As the maintenance management chief, I directed and oversaw the maintenance progress of five support facilities. Supervised dispersing facilities on status and arrival of equipment and parts.

Education and Professional Development

- Leadership Orientation Center, Ritz-Carlton Hotel
- Supervisory Training, Ritz-Carlton Hotel
- University of North Carolina, United States Marine Corps.
- Leadership Course for Non-commissioned Officer, United States Marine Corps.
- Marine Integrated Maintenance Management Specialist School, United States Marine Corps.
- Certifications in Stock Control, Material Data Clerk and Office Management

DRUG/ALCOHOL TESTING POLICY AND PROCEDURES (continued)

Post-accident Drug and Alcohol Testing

Employees involved in an accident resulting in a recordable injury will be tested at an appropriate medical facility selected by a CSS USA representative.

Individuals testing positive for an illegal substance will be terminated. Individuals testing positive for alcohol, but not legally intoxicated or impaired, will be treated on an individual basis and may be subject to additional testing as a condition of continued employment with CSS USA. The branch manager will notify the employee of the test results and take the appropriate action. In the event that the employee tested positive for either drugs or alcohol, the branch manager also will notify the corporate human resources manager.

CSS USA uses the Internet Criminal History Access Tool (ICHAT) for background checks of all potential employees. This tool searches public records contained in the Michigan Criminal History Record maintained by Michigan State Police (MSP) Criminal Justice Information Center. Our West Michigan Branch Office is an authorized Identix Site where we conduct physical or electronic fingerprinting. The results are sent to MSP and Federal Bureau of Investigation (FBI) for verification. Any employee found to have a felony or a misdemeanor on their record will be terminated.

CSS USA validates credentials with at least two former employers and requests as many as four professional references. To verify an applicant's employment history, credit history, driving record and criminal records, CSS USA utilizes Credential Check. Candidates are required to sign the form shown at right.

AUTHORIZATION AND RELEASE TO OBTAIN OR INVESTIGATE CONSUMER REPORTS AND OTHER INFORMATION

In connection with my application for employment with CSS Alliance, Inc. ("Alliance"), and at any time during my subsequent employment, I authorize Alliance to request and obtain consumer reports, as defined below, which may contain public and/or non-public information about me and my prior work history for use in considering my qualifications and/or application for employment, and if hired, for promotions or continued employment.

For purposes of this Authorization and Release, consumer report information shall include data of the following types: names of previous employers and dates of previous employment, reason for termination of employment, work experience, accidents, or drug/alcohol abuse, educational history and verification and personal reference information. Consumer report information shall also include public record information concerning my driving record, worker's compensation claims, credit history, bankruptcy proceedings, and criminal records available from federal, state and other agencies which maintain such records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY ALLIANCE TO FURNISH THE ABOVE-MENTIONED CONSUMER REPORT INFORMATION, WITHOUT RISKING LIABILITY FOR DAMAGES INCURRED IN GIVING IT.

I WAIVE ANY WRITTEN NOTICE OF THE RELEASE OF SUCH CONSUMER REPORT INFORMATION THAT MAY OTHERWISE BE REQUIRED BY LAW.

I RELEASE ALL PARTIES OR AGENCIES PROVIDING SUCH INFORMATION TO ALLIANCE FROM ANY AND ALL CLAIMS FOR DAMAGES AS A RESULT OF PROVIDING SUCH INFORMATION.

By signing below, I authorize Alliance to procure the consumer report information listed above. If hired, this Authorization and Release shall remain on file and shall serve as an ongoing Authorization and Release for Alliance to procure consumer report information at anytime during my employment period.

 Print Applicants Name

 Applicant's Signature

 Social Security Number

 Date



CSS USA also places ads in various newspapers and magazine such as Security Management. Their readers are employed by every kind of organization, from retail establishments and public utilities to banks and industrial conglomerates. Most subscribers are members of the American Society for Industrial Security (ASIS), which publishes the magazine. ASIS has been at the forefront of the movement to promote and establish professionalism in the field of security.

Interested parties responding to the magazine ads are then routed to our existing database. They complete an online application that can be reviewed and placed into consideration in a short amount of time, allowing us to generate a more immediate response for putting together a team. CSS USA conducts a telephone interview before selection, based upon candidates' qualifications.

In addition to the newspaper and magazine respondents, we direct all individuals interested in securing employment with CSS USA to our Web site where they fill out a comprehensive skills- and experience-based application form online. We recruit through employment Web sites, too. In addition to our database and the Web, newspaper advertisements, employee referrals and word-of-mouth are all avenues we have used successfully to recruit a qualified pool of candidates from which to choose.

NOTE: CSS USA is an equal opportunity employer and does not discriminate against employees or job applicants based on race, religion, color, sex, age, national origin, disability, veteran or family status, or any other status or condition protected by applicable state or federal laws, except where a bona fide occupational qualification applies.

Basic Qualifications for Employment

Individuals working for CSS USA meet the following minimum requirements:

- ◆ Are 18 unarmed/21 armed years of age and/or meet local, regional or state qualification requirements.
- ◆ Are able to provide proof of employment eligibility to work in the U.S.
- ◆ Are able to read, write and speak English fluently.
- ◆ Have a high school diploma or GED.
- ◆ Have no misdemeanor or felony convictions.
- ◆ Have passed a pre-employment drug screen.
- ◆ Have completed basic orientation and employment testing successfully.
- ◆ CSS USA's minimum physical requirements to be a functional, effective officer.

Standard Essential Function Requirements

Regardless of typical daily duties, CSS USA's team members are able to respond to emergencies and can perform the following tasks:

- ◆ Respond to an emergency at a heightened pace (run) up to a distance of 50 yards.
- ◆ Stand for extended periods of time (a minimum of one hour per shift).
- ◆ Distinguish or observe activity up to 100 yards away, with or without corrective lenses, under normal and reasonable lighting conditions.
- ◆ Walk a minimum distance of one mile (the equivalent of a typical foot patrol round) without stopping.
- ◆ Climb a minimum of two flights of stairs without stopping.
- ◆ Hear at a reasonable average conversation level, without aided assistance.

Standard Skills, Abilities or Experiences

CSS USA's officers possess the skills to deliver high-quality service at all times, including the ability to perform the following tasks:

- ◆ Interact with the public in a direct, yet pleasant, and professional manner.
- ◆ Maintain a businesslike appearance and display excellent grooming habits.
- ◆ Manage multiple job-related tasks simultaneously.
- ◆ Respond efficiently in emergency situations.
- ◆ Operate a multifunction telephone.
- ◆ Work at a stand-alone post or in a team environment.

10.3.3 Comprehensive Training and Personnel Development

The forward-thinking executives at the helm of CSS USA believe in the power of training. That is why CSS USA always goes the extra mile to provide whatever site-specific, developmental or refresher training is necessary to ensure our employees remain productive, challenged, focused and dedicated to the success of our program. CSS USA recruits employees for life.

As outlined in the previous section, CSS USA possesses the qualified manpower in conjunction with a wealth of resources to provide trained personnel in ample number to deliver services as defined in your scope of work before the start date and at all times during the service period. All employment provided by CSS USA will be performed by an efficient and well-trained workforce in strict accordance with our high standards and the high standards of our clients.

CSS USA's brigade of seasoned professionals stands ready to serve. Each employee will be armed with a complete understanding of the technical, security-related aspects of their job as well as the importance of presenting themselves in a professional manner. As outlined in the Key Personnel section, the CSS USA's management team with their background, training and experience presents an ideal fit for your security needs.

The recruiting and management teams at CSS USA will utilize proven recruitment, retention, training and development processes to fulfill each position and to maintain employees throughout the term of the contract. Supplying our clients with highly qualified personnel in an abbreviated time frame is one of our core competencies. If a request is made to remove an employee, we take immediate action to replace the individual.

TRAINING PROGRAM

Upon hire, employees must complete our comprehensive training program. Training is an important resource at CSS USA. We believe preplacement, on-the-job and developmental training are essential ingredients to an engaged, professional and career-oriented security officer.

There are five levels of training incorporated by CSS USA:

1. State-required Certifications
2. Pre-employment Training
3. Contract-required Pre-assignment Training
4. On-the-Job Training (Site Orientation)
5. In-service, On-going Training

Throughout the nearly 40 years that CSS USA has been in the security business, we have tested a variety of training methods, techniques and practices. We've found that a training program consisting of PowerPoint presentations facilitated by an operations or training manager who is able to explain and give examples to demonstrate the points in the slides, while engaging trainees through a variety of methods has proven most successful.

Training Curriculum

TRACK A

It is our expectation that in states and/or jurisdictions where security officer licensing is required, candidates seeking employment will have all licensing requirements completed prior to consideration. We will work with individuals who possess the attitude and aptitude to succeed by helping them obtain such licensing.

State Mandated D License

40 hours of training required of all personnel.

State Mandated G License

28 hours of training completed by all personnel.

- 20 hours of classroom training
- Eight hours of shooting range instruction

TRACK B

Upon completion of Track A, employees proceed to Track B, a five-part program comprised of 40 hours worth of instruction for security officers and 48 hours of instruction for security supervisors.

Introduction/Orientation

An eight-hour course required of all personnel, geared toward the orientation of newly hired employees.

- What to expect from CSS USA.
- What CSS USA expects from you.
- CSS USA's Policies and Procedures.
- CSS USA's *Exclusive GLAD Hospitality Training.

***EXCLUSIVE G.L.A.D. HOSPITALITY TRAINING**

CSS USA ensures our officers are the best in the business. Aside from providing elite security service, a well-trained CSS USA officer also treats clients, guests, visitors and everyone with whom the officer interacts in a courteous manner.

At CSS USA, we go the extra mile to educate officers, not only in security training, but in hospitality training as well. This powerful dual focus ensures we are providing more than just ordinary guards. We are providing the finest quality officers who are fully equipped with a diverse set of skills for responding properly to a simple request for directions to something as crucial as an emergency, and everything that falls in-between.

Our exclusive G.L.A.D. Hospitality training program incorporates hands-on learning with real-life applications. G.L.A.D., which stands for Greet, Listen, Answer and Deliver, is a program comprised of specially designed courses to equip officers with the knowledge to handle tasks efficiently from start to finish. Officers are taught techniques for thinking outside the box.

Phase IV: For Supervisors Only

An eight-hour course required of all supervisors.

- Account Management
- Standards and Expectations of Security Officers
- Hiring Process
- Training Requirements
- Supervision
- Managing Performance
- Time Management
- Managing Customer Satisfaction

TRACK C

Upon achievement of Tracks A and B, employees proceed to Track C, geared toward in-service and on-the-job training.

On-the-Job Training (OJT)

An eight-hour course required of all personnel.

- Site Specific
- Post Orders

On-the-Job Training is conducted at each specific job site. Shown at right is a sample checklist that will be customized for you. CSS USA allocates a specific number of days of initial training at no direct charge. These days can vary based on post requirements. We consider these days as additional qualifiers for your location.

We utilize OJT to screen candidates who may not be fit for duty. Our account manager will monitor all OJT closely to identify poor characteristics, etc. As an additional preplacement safeguard, the site supervisor or account manager can report any trainee that he or she feels is incapable or unable to fulfill their duties. As a team, we determine whether additional training is warranted or if the trainee must be removed.



**Initial on the job
Training Checklist**

Site: _____
 Trainer: _____
 Trainee: _____
 Date: _____

	Trainer	Trainee	Notes:
Employee Manual			
Uniform /Personal Appearance			
Emergency Contact List			
Standard Operating Procedures			
Post Orders			
Hours of Operation			
Telephone Procedures			
Customer Service			
Patrol Route/Procedures			
Report Writing			
- Daily Reports			
- Incident/Irregularity			
Access Control			
- Key Control			
- I.D. Check			
- Visitors			
- Off Hours			
- Deliveries			
Site Security Equipment			
Site Safety Procedures			
Fire Procedure			
- Alarm			
- Extinguisher			
- Notification			
- Evacuation			
Medical Emergency Contacts			
- Call 911			
- Field Supervisor			
- Client Contact			
Accident Report Writing			
Power Outages			
Severe Weather Procedures			
Criminal Activity			
Bomb Threat			

Signing this Checklist confirms you are now familiar with the necessary procedures at this site location.

Signature of Trained Officer

Print Name

Signature of Trainer

Date

Qualifying Level: BRONZE

- Six months tenure
- Three months at Orange Level
- Six months of no unexcused absences
- Six consecutive months with no documented performance issues
- Completion of three designated training tapes available online

Upon completion, officer gets a set of **Bronze Champion** epaulet covers to be worn on their uniforms, a Certificate of Achievement and a custom ceramic coffee mug.

Qualifying Level: SILVER

- One year of continuous tenure
- Six months at Bronze Level
- Twelve consecutive months of no unexcused absences
- Twelve consecutive months with no documented performance issues
- Completion of one satisfactory performance appraisal
- Completion of three additional designated training tapes available online
- Four hours of voluntary community service within the past six months

Upon completion, officer gets a set of **Silver Champion** epaulet covers to be worn on their uniforms, a Certificate of Achievement and a custom ceramic coffee mug.

Qualifying Level: GOLD

- Three years of continuous tenure
- One year at Silver Level
- Twelve consecutive months of no unexcused absences
- Twelve consecutive months with no documented performance issues
- Completion of two consecutive satisfactory performance appraisals
- Completion of three additional designated training tapes available online
- Four hours of voluntary community service in the past six months
- Participation in one branch continuous improvement project
- Completion of one post secondary level education course of your choice within the past twelve months, (80% reimbursement eligibility up to \$150.00.)

Upon completion, officer gets a set of **Gold Champion** epaulet covers to be worn on their uniforms, a Certificate of Achievement and a custom ceramic coffee mug.

Continues Improvement Initiatives • Recognition & Development Program

Definitions

- "Mandatory":** The CSS Champions program is a self development program. Employees are expected to participate in the program on their own free will. Unless any portion of the program becomes mandatory by some of contractual relationship with its client, there is no consequence for participation. Failure to participate in the only circumstance that will warrant necessary reimbursement.
- "Continuous Tenure":** As it implies, however, employee tenure will not be deducted for all days or vacation days. While days, work not applicable, approved leaves of absence, or other program approved absence will be deducted from tenure. If an employee voluntarily or involuntarily leaves the company for any reason or under any circumstances, they lose their tenure and must start out over again. Tenure level reimbursement will not cover toward future qualifications under these circumstances.
- "Unexcused absence":** is any absence that is not approved per policy guidelines, does not meet notification requirements, or cannot be independently verified as valid. Examples of "Unexcused Absence" include but are not limited to: being late, or a legitimate illness accompanied by a doctor's written note. It pertains to the integrity of the program, documentation must accompany the absence of absence. Any exceptions to this policy must be approved by you for management only.
- "Off Checklist":** each one needs to get their own a custom Off Checklist. If an agreement has on Department approved equivalent of an Off Checklist, it may be accepted. However, it must have an employee's signature, a date and a manager signature to be valid.
- "Documented Performance Issues":** only written documents included in the employee's file will count as a Documented Performance Issue. The awardship is on Supervisor to ensure that problems are communicated and documented. If no documentation, then there is no performance issue.
- "Designated Training Tapes":** There are pre-selected tapes that qualify the individual. Only the copies of completion documentation, in the employee's file, will qualify them for the award.
- "Mileage and Current Action":** is qualify for this category, about the employee file must contain their 102216 or a copy of their current invoice. If not, the employee is permitted to wear the Flag 26606 without the qualifications.
- "Satisfactory Performance Appraisal":** It is, has designed an approved document to record an employee performance. This form is the only official document accepted. If a required for the program in 2006; and will be mandatory in our employee population in 2007.
- "Community Service":** is a term will be available to be completed by the employee receiving the service of the employee in addition formal approved "volunteer" or "paid" that benefit charitable organization will also be acceptable. In that case, proof of participation is required, not the form. To encourage the health and fitness of our officers, the time requirement will be waived for participants in this type of event.
- "Post Secondary Course":** is any course designed for additional education or participation. There is no additional reimbursement except that a complete document is required. If reimbursement is sought, it must also accompany the certificate of completion. Reimbursement does not occur until completion of the course. 80% of the tuition or cost of the course will be reimbursed, up to a maximum of \$150.00. A standard expense report will be required.

Level	Tenure / Experience	Delinquency	Performance	Training	Other
ORANGE	• 30 Days	• 30 days perfect attendance	• No performance related write-ups	Off Checklist	
BRONZE	• Six Months • Three Months at Orange Level	• 6 months "0" unexcused absences	• No performance related write-ups	Successful completion of three (3) designated PSN Tapes: 1. Professional Development 2. Attention to Detail 3. Power for Duty	
SILVER	• One Year at CSS • Six Months at Bronze Level	• 12 months of "0" unexcused absences	• No write-ups in past six months • Satisfactory performance appraisal	• PSN Tape Program: 1. Professional Skills 2. Handling Emergency Situations 3. Career Development	Four (4) hours of voluntary community service in past six (6) months
GOLD	• Three (3) Years at CSS • One Year at Silver Level	• Past 12 consecutive months of "0" unexcused absences	• No performance related write-ups in past 12 months • Two consecutive Satisfactory performance appraisals	• Additional three (3) PSN Tape Programs: 1. Physical Security Service 2. Diversity Awareness 3. Awarding Incentive • Off • Confidential Specialist Training	• Four (4) hours of community service in past six (6) months -AND- • Serve as one (1) hour 1. Confidential Supervisor in Project -AND- • Complete one (1) postsecondary level education course of your choice within the past 12 months (80% Cost Reimbursement with "C" letter)

CORPORATE SECURITY SOLUTIONS APPRAISAL

Employee *Supervisor* *Dept.* *Date*

1. OBJECTIVES

List three to five objectives that are clearly understood as part of the job. These should be major areas of concentration that are key to the success or failure of this position.

Rate each item on a six-point scale:

1) Not Met 2) Partly Met 3) Mostly Met 4) Met 5) Exceeds Some 6) Exceeds

	1	2	3	4	5	6
	Not Met	Partly met	Mostly Met	Met	Exceeds Some	Exceeds
A. _____						
B. _____						
C. _____						
D. _____						
E. _____						

2. COMPETENCY

The Employee being evaluated must be competent in the following areas. Evaluate the employee based on both the "requirements" and current "actual" level attained.

Criteria:

Required Ability:

1) No requirement 2) Limited Requirements 3) Occasional Requirement
 4) Frequent Requirement 5) Strongly Used Requirement 6) Constantly Required By Job

Actual Ability:

1) No Ability 2) Very Limited Ability 3) Below Average Ability 4) Meets Requirement
 5) High Ability 6) Outstanding Ability

	Required Ability (1 to 6)	Actual Ability (1 to 6)
A. Supervisory Capabilities		
B. Decision Making		
C. Quality of Work	6	
D. Leadership		
E. Integrity		
F. Customer Focused		
G. Communications		
H. Job Knowledge	6	
I. Self-Starter Motivation		

CORPORATE SECURITY SOLUTIONS APPRAISAL

SUPERVISOR'S COMMENTS ON OVERALL PERFORMANCE & PROGRESS _____

You must be constantly aware of the relevance and importance of your every day activities and your impact on our clients.

Employee Date

Supervisor Date

EMPLOYEE'S COMMENTS ON OVERALL PERFORMANCE & PROGRESS _____

- IV. The worker will be assigned to a job or task(s) according to the restrictions/approval of the attending physician and the business needs at the time of the release. This assignment may be in a different location or on a different shift than worked at the time of injury. It may be a portion of the regular job if the restrictions require a reduction in hours or the elimination/reassignment of a work activity/activities essential to the performance of the job.
- V. Transitional jobs are temporary in nature and are intended to ease the employee back to regular duty. The transitional work will be monitored by the supervisor and the human resources department on an ongoing basis. Should the attending physician change the worker's restrictions, the transitional assignment may be adjusted accordingly. In any case, workers will not be expected to exceed the restrictions given.

If the transitional assignment lasts for more than 14 days, it will be reviewed at that time and at 14-day intervals thereafter. It may be extended or ended at the discretion of the human resources department.

Any problems with the transitional assignment will be discussed with the worker and any changes needed will be defined.

- VI. When the attending physician gives a release to transitional work, a job offer letter may be given in person or mailed CERTIFIED mail, with a response requested. It shall include a description of the job duties, the start date and hours, the duration of the job (if known), where and to whom to report, the wage to be paid and a copy of the work release and/or signed job analysis.
- VII. The transitional job will end when one of the following occurs:
 - a. The worker is released for full duty regular employment.
 - b. The worker returns to a job that is not part of the Return-to-Work Program.
 - c. The transitional job is no longer available or has not been extended under the terms of this program.
 - d. The workers' compensation claim is closed.
- VIII. Should the worker be given permanent restrictions by his/her attending physician, each case will be reviewed individually outside this Return-to-Work Program and in accordance with all state and federal guidelines.

10.5 Pay Rates

CSS USA proposes the following pay rates in accordance with the mandates specified in the solicitation:

Security Manager	\$ 19.00 hr.
Senior Airfield Patrol Officer	\$ 16.00 hr.
Airfield Patrol Officer	\$ 14.50 hr.
Extra Security Officer	\$ 11.00 hr.

11. REFERENCES

Security specialists at CSS USA have performed many contracts of similar scope, size and relative complexity. CSS USA offers the following facilities for reference including contact names and phone numbers, contract information and a synopsis of services:

CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT

PO Box 75200, Cincinnati, Ohio 45275-2000
Chad Everett, Security Operations
Phone: 859.767.3680

Contract Value: \$428,775.36

For the busy Cincinnati/Northern Kentucky International Airport, CSS USA's officers provide gate, exterior, parking and entry control point protection. Additional services include interaction with the public, traffic control, vehicle explosives inspections, interaction with Transportation Security Administration (TSA) and local law enforcement, crowd control and more. Eighteen staff members fulfill this one-year renewable contract.

NORTHWEST REGIONAL AIRPORT COMMISSION: CHERRY CAPITAL AIRPORT

Cherry Capital Airport, 1330 Airport Access Road, Traverse City, Michigan 49686
Kevin Klien
Phone: 231.218.0532

CSS USA provides armed and unarmed, uniformed security officers seven days per week. Officers deter criminal activity, as well as respond to situations of interference and perform overall security at screening checkpoints. Patrol duties include the terminal building and airport property within a five-minute walk of checkpoints. Officers search vehicles for explosive devices, assist with the issuance of traffic tickets and monitor curbside activity. In addition to security details, guards perform diverse public relations duties.

U.S. DEPARTMENT OF HOMELAND SECURITY— FEMA

Acquisitions Gulf Coast Recovery Office, 415 N. 15th Street, Baton Rouge, Louisiana 70802
Thomas Hofius, FEMA Security Manager
Phone: 702.785.2469
William Neubauer, FEMA Security Manager
Phone: 504.235.1429

Service Period: October 2006 to January 2008
Weekly Man Hours: 19,000 average
Contract Value: \$42,000,000.00

CSS USA provided armed guard services, 24/7, for group sites in Baton Rouge and New Orleans. Guards performed a variety of duties related to safeguarding FEMA facilities, equipment and staff. Assisting employees and private individuals, observing visitors for compliance with posted rules, assisting in preliminary investigations, identifying persons attempting to gain unauthorized access to FEMA property, deterring,

striving to expand our operations to meet and exceed your ever-changing needs. Additionally, once staff is on site, our managers inspect operations regularly to monitor performance and ensure we achieve client expectations.

CSS USA is a service-oriented organization; our primary goal is to provide impeccable service of the utmost quality. We take great care before bringing anyone on board to make sure those individuals have the aptitude, personality and training to help accomplish that goal.

You will never hear one of our employees say, "That's not my job." Our personnel are taught to assist in any way requested of them while on duty. If the request requires the employee to neglect his/her duties or could compromise the security of the property, the employee is instructed to find someone to assist with the task.

PROVEN EMERGENCY RESPONSE CAPABILITIES

CSS USA has built a reputation on our ability to adapt quickly to meet our clients' changing needs. We possess an unparalleled emergency response team comprised of experienced security guards detailed in military and law enforcement backgrounds. Our quick, reactive network includes experienced security experts who can be placed on site-anywhere in the world-within 24 hours.

CSS USA's emergency response team has the knowledge accompanied by real-life skills to train and support our clients' and their staff members, whatever the need. We maintain a force of experienced personnel around the world who have been pre-interviewed and remain available on short notice. Our team is always on standby to deploy to a crisis, whether they are launching new relief efforts or lending support.

As a global security corporation, we know better than anyone, your need to command only the best security guards. CSS USA is ready to fulfill your demands, exceeding expectations of precision and diligence, all in a strictly contained environment. We have answered the call in many highly volatile situations and stand ready to assist you, as well. Our experience in the wake of Hurricane Katrina will speak for itself as you read on.

OUR DISASTER RESPONSE EXPERIENCE

In response to Hurricane Katrina, CSS USA mobilized and trained 600 armed and unarmed security officers from across the nation and had them on the ground within one week. Katrina's wake left a lawless environment that included hundreds of thousands of people in dire need of basic necessities. We sent fully trained security officers to help guard FEMA trailer parks, hotels and supply distribution centers while the devastated area regained control and began the rebuilding process. Implementation of a similar proficient, coordinated structure on your site is something you can expect from us.

CSS USA invested heavily in the necessary equipment, supplies and multiple properties to support the rapid deployment of personnel. Our management team established multiple command centers in the area. We built our first compound on ten acres of land just north of Baton Rouge, La. Our technicians set up specially equipped quarters including a customized kitchen capable of feeding hundreds of guards at a time, portable shower/latrine units and an activity center containing exercise equipment and TVs. Aside from the primary structure, we constructed three additional, self-sustained housing units, all backed by a powerful generator

General Manager

Our general managers are in charge of overall oversight of the project; he or she will ensure that all managerial staff members are working to meet the contract regulations and that staff meet all requirements. These managers give the final approval on all hires ensuring our quality is above standard. General managers also meet with clientele on a weekly to biweekly, or as-needed, basis. General managers have authority over all management staff and can make quick decisions on all concerns of the contract aside from financial aspects.

Training Manager

Training managers are in charge of training all officers on our overall training programs. Training managers provide documentation to clientele on all staff preplacement training, OJT, continuous and ongoing training. Training managers are available to the clientele on an as-needed basis. They are tasked with quarterly training and audits of our educational and personnel development programs. Training managers create the training program for clientele review within three days of award. Training managers have absolute oversight of the training program reporting directly to the general manager and the CSS USA executive staff. Training managers ensure that each officer on your site possesses all the appropriate equipment signed off on the OJT prior to their first day of work. Documentation is given to clientele for review.

Vice President

Vice presidents are assigned by region and provide executive oversight for all management staff. Vice presidents are available 24-hours a day, 7-days a week. They are available to meet with clientele on a biweekly to monthly basis, or more if necessary. They maintain absolute authority on all aspects of the contract, assuring CSS USA provides the instant decision-making necessary to ensure quality contract compliance and overall satisfaction.

CSS USA maintains a roster of extra personnel who are crossed-training at the client site(s) for post vacancies, short-term post and short notice from the employee or client. These personnel also assist at other CSS USA posts. This gives CSS USA added flexibility to ensure coverage and quality during post coverage at all times. These personnel will receive the same training as regular client personnel. CSS USA will also ensure that our management staff including operations manager, night managers and/or training managers are crossed-trained in all aspects of the contract. This provides another level of flexibility in staffing.

CSS USA has a 24-hour dispatch that monitors shift changes through our real-time scheduling system (Valiant). This system monitors the officers who are clocking in- and out-of-duty through a phone clock-in system using personnel identification numbers. The dispatch center monitors each employee clocking in and out in real-time by CSS USA-trained dispatch units. If there is a scheduling issue, CSS USA protocol is that no officer is allowed to leave post without proper relief. The dispatch center then calls the night manager or operations manager to respond to the site within 30 minutes of the call. This thorough checks and balances system provides the quality assurance that allows us the opportunity to proudly state:

"We have never missed coverage on any contract not authorized by our clients."

12.4 Vehicle Maintenance Plan

CSS USA is familiar with the provision of vehicle maintenance plans and services and has submitted an effective approach herein to operate this contract.

We shall provide all material, labor, operating fluids and supplies, tools and any other items required to perform scheduled and unscheduled vehicle upkeep on the hybrid SUVs proposed.

CSS USA will design a scheduled maintenance report that will be agreed upon with the client. Each vehicle will listed in this report with coordinating time frames for timely scheduled maintenance such as:

- Change engine oil and filter
- Lubricate chassis components
- Visual check for leaks or damages
- Change engine air cleaner filter
- Check engine coolant and windshield washer fluid levels
- Inspect suspension and steering components
- Inspect engine cooling system
- Inspect wiper blades
- Inspect restraint system components
- Lubricate body components
- Check transmission fluid level and add fluid as needed
- Check inflation pressure and wear of tires
- Rotate tires every 6000 miles

This scheduled maintenance will be performed every two thousand (2,000) miles per vehicle based upon odometer calculation, or every six (6) months of vehicle operation extended over a 12 month maintenance period, whichever comes first. Scheduled maintenance will commence with an Initial Inspection at the current mileage of vehicle, as recorded by odometer. This inspection will establish a maintenance baseline for the vehicle, as determined by the operating condition of the vehicle at start of the maintenance cycle. We will provide employees who will be in charge of the maintenance and repair. Our crews operate at the same high standards we've built our reputation on, regardless of the location or the task.

The client will be provided with the maintenance schedule for all vehicles and a monthly update of service (routine and otherwise) on all vehicles and any other reporting requirements specified or requested.

We would rely on the backup vehicle, if any of the following were to occur:

- Wheel alignment necessity
- Tire puncture
- Air-condition leakage and refill
- Change of brake pads including parts per axle
- Change of brake discs including parts per axle

13. COMMUNICATION

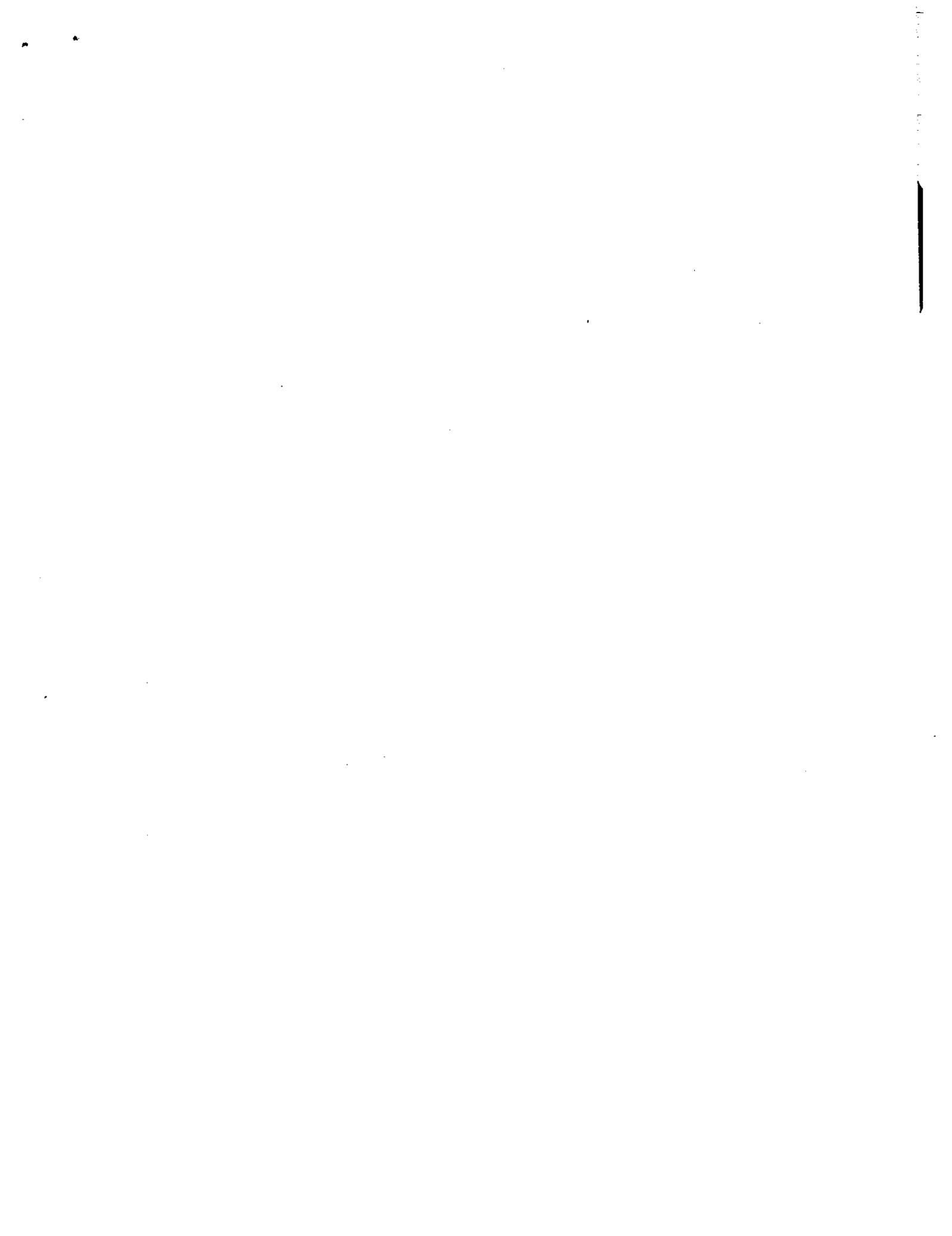
Management and executive team members servicing each and every CSS USA account provide project oversight for all staff and are available 24-hours a day, 7-days a week to staff members and client representatives through our Command/Dispatch Center. Guards are equipped with cell phones and emergency contact numbers of all key personnel at CSS USA, our client representatives and local emergency numbers.

13.1 Command/Dispatch Center—24/7

CSS USA provides a 24-hour per day/7-day per week dispatch service so you can talk to an employee—not an answering machine or service—any time of day, any day of the week. Our managers visit your sites to confer with officers and monitor their performance several times per week. We also hold monthly support meetings (unless increased frequency is specified or deemed necessary). In addition to phone support, site visits and meetings, customer service surveys are sent directly to clients to ensure that impeccable service is being delivered. We take immediate action if unacceptable service issues are identified.

13.2 Communication Equipment

The security manager, senior airfield patrol officer and airfield patrol officer will be equipped with the items listed in accordance with the solicitation as shown in section 7 titled Equipment and reiterated in section 15 titled Cost of Services.



CITY OF FORT LAUDERDALE SECURITY PROGRAM

CSS USA's rates for the services and vehicles requested by the City of Fort Lauderdale have been provided on the previous page. Our pricing is intended to provide a brief snapshot of the various services and equipment we are proposing, as well as associated fees and items included at NO ADDITIONAL COST, which have been included below.

Service Description: Provide no less than eight (8) fully trained security officers* to service the City of Fort Lauderdale account as specified in the solicitation with choice of patrol vehicles.

*Patrolling officers will not carry guns while on duty.

Services Included at No Additional Charge:

- Comprehensive post order development outlined with specific job description, tasks and more in the CSS USA Employee Handbook and Manual including Standard Operating Procedures.
- Surprise inspections by roving management and supervisors.
- Quarterly post-specific training classes for all officers (at no direct cost to client).
- Exclusive CSS USA Hospitality training program for all employees (at no direct cost to client).
- Secure, online customer service portal for 24-hour customer service feedback.
- 100-percent of our workforce has access to full medical and dental insurance.

Services/Equipment Included at No Additional Charge for the CITY OF FORT LAUDERDALE account:

- Minimum of 80 hour specialized contract training.
- Two late model SUVs (2007 or newer) or pickup trucks with trailer hitch and two-way vehicle aviation radio, hand-held aviation band receiver and locker to include first aid kit, flashlight, tool box with pliers, wrench, screwdrivers, rain gear (boots, jackets, pants,) tow straps, fire extinguisher, scoop-type shovel, push broom and five-gallon plastic bucket.
- Backup vehicle equipped with amber rotating or flashing beacon.
- Fuel and operating fluids for vehicles.
- Cell phones compatible with the City's cell phones (and adapters for charging units).

16. STATEMENT OF NON-COLLUSION

CSS USA understands that the information contained in our proposal is to be relied upon by the City in awarding the proposed agreement, and we warrant the information to be true. CSS USA agrees to furnish any additional information, prior to acceptance of any proposal, relating to our qualifications, as may be required by the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

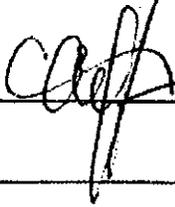
For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
 C. Andrew Shaffer	Not Applicable
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

17.2 Bank Confirmation Letter



STEVE M. SLEE
Vice President
Corporate Banking Department
616-653-5654
Fax: 616-653-5830

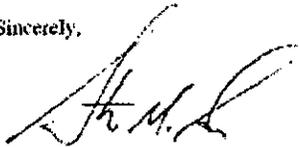
January 29, 2008

To Whom It May Concern:

Corporate Security Solutions, Inc./CSS Global, Inc. opened its accounts with Fifth Third Bank on December 23, 2005. Average deposit account balances are greater than \$100M and less than \$500M. Secured Lines of Credit, maturing 04/04/09, range from \$3.5MM to \$12.0MM with daily availability changes ranging from \$100M to \$3.50MM. Other debt includes term obligations as well as non-revolving equipment financing with maturities extended through 12/31/12.

All obligations/requirements have been handled within acceptable terms and CSS continues to be a strong, long-term client of Fifth Third Bank.

Sincerely,



Steven M. Slee
Vice President