

*Federal Protective Service
National Capital Region*

U.S. Department of Homeland Security
3rd and M Streets, SE
Building 136
Washington, DC 20407



**U.S. Immigration
and Customs
Enforcement**

Facsimile Transmission

Date February 25, 2004

To: Pete Lambert

Fax: (301) 316-8180

From: Kathleen B Frame

Phone: b2Low

Urgent Action Concurrence FYI

Number of pages including cover: 9

Comments:

Pete: Attached is the Pennsy Drive Award. All documents will follow via mail. Kathy

Federal Protective Service
National Capital Region

U.S. Department of Homeland Security
3rd and M Streets, SE
Building #136
Washington, DC 20407



U.S. Immigration and Customs Enforcement

February 24, 2004

Mr. Pete Lambert
Blackhawk, Inc.
5210 Auth Road
Suite 402
Suitland, MD 20746

Dear Mr. Lambert:

Your offer submitted in response to RFQ P1104MP0059 for providing security guard services at 3101 Pennsy Drive located in Landover, MD in the total estimated amount of **\$216,964.80** for the year of services, and your temporary additional services rates of \$24.70 per hour for productive man-hours, has been accepted on behalf of the U.S. Government. **Notice was given to proceed with your contract on January 27, 2004.**

Services became effective at 0001 a.m., February 1, 2004, and will continue through January 31, 2005, at the rate of \$18,080.40 per month. A signed copy of Contract is enclosed.

In accordance with the contract terms and conditions, a Certificate of Insurance is required. The General Liability Policy shall name the Department of Homeland Security as an additional insured with respect to operations performed under this contract. Additionally, the certificate of insurance should indicate the contract number and the location of services.

This certificate of insurance must be mailed or otherwise furnished within 15 days after receipt of this letter to the address below:

Federal Protective Service
Department of Homeland Security
Contract Guard Program (WPSS)
SEFC, Bldg. 136
3rd & M Sts., SE
Washington, DC 20407
Attn: Kathleen B. Frame
Contracting Officer

When submitting your invoice for payment, please include the Peagsys Document Number (PDN) for this contract: **IB4N01385**

The PDN must be included in order for the invoice to be processed for payment. Please submit all original invoices to the following address by the fifth (5) working day of each month:

General Services Administration
Region 7
Finance Division, Accounts Payable Branch (7BCP)
Post Office Box 17181
Fort Worth, TX 76102-0181

Time for prompt payment discounts is computed from the date that the invoice in the correct format is received by the finance division (7BCP).

Posters entitled "Equal Opportunity is the Law" and "Notice to Employees Working on Government Contracts" are to be displayed in conspicuous places available to persons employed under this contract or applying for work. A supply of the forms will be furnished upon request.

Your attention is called to the Service Contract Act of 1965, GSA Form 2166, Paragraph (m), which specifies information that must be furnished to the Contracting Officer in reference to any collective bargaining agreement which is or will be effective during the period of this contract.

Any administrative questions regarding the above referenced contract should be addressed to me on telephone number b2Low

Sincerely,



Kathleen B. Frame
Contracting Officer

Enclosure

ORDER FOR SUPPLIES AND SERVICES

Important: See instructions in GSAR 553.370-300-1 for distribution.

PAGE 1 OF 2 PAGES

2. ORDER NUMBER
PT104MP0059

3. CONTRACT NUMBER
GS07P0124N

4. ACT NUMBER
1B4N01385

- * This form is not to be used as an invoice. See reverse for invoice requirements and payment information.
- * The invoice remit to address must be the same as Block 12. Notify the contracting/ordering officer if the information in Block 12 is incorrect.
- * Failure to show the ACT number (Block 4) on invoice will delay payment and render the invoice improper.
- * Failure to mail the invoice to the address in Block 24 will delay payment.
- * Failure of service contractors to provide information in Block 9A will result in 20% of payment being withheld (26 U.S.C. 3406(a)).

7. TO: CONTRACTOR (Name, address and zip code)

00006398

Blackhawk, Inc.
5210 Auth Rd
Suite 402
Suitland MD 20746

Nathaniel Wood

301-316-8172

B. TYPE OF ORDER REFERENCE YOUR

A. PURCHASE

Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.

B. DELIVERY

This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above number contract.

C. MODIFICATION NO. AUTHORITY FOR ISSUING

9A. EMPLOYER'S IDENTIFICATION NUMBER
521753209

9B. CHECK IF APPROP.
 WITHOLD 20%

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

10A. CLASSIFICATION

A. SMALL BUSINESS

B. OTHER THAN SMALL BUSINESS

C. SMALL DISADVANTAGED

D. SMALL WOMEN-OWNED

10B. TYPE OF BUSINESS ORGANIZATION

A. CORPORATION

B. PARTNER-SHIP

C. SOLE PROPRIETOR

11. ISSUING OFFICE (Address, zip code and telephone no.)
WPSB

12. REMITTANCE ADDRESS (MANDATORY)
00006398

13. SHIP TO (Consignee address, zip code and telephone no.)
MD0219ZZ

GSA, FPS
Contract Guard Program
3rd & M Sts., SE., Bldg 136
Washington, DC 20407

Blackhawk, Inc.
5210 Auth Rd
Suite 402
Suitland MD 20746

WILSON R. GALE BLDG.
3101 PENNSY Dr
LANDOVER MD 20785

14. PLACE OF INSPECTION AND ACCEPTANCE
MD0219ZZ

15. REQUISITION OFFICE (Name, symbol and telephone no.)

16. F.O.B. POINT
DESTINATION

17. GOVERNMENT B/L NO.

18. DELIVERY F.O.B. POINT ON OR BEFORE
Feb 1, 2004

19. PAYMENT/DISCOUNT TERMS
b2Low

20. SCHEDULE

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Attached Schedule				

21. RECEIVING OFFICE (Name, symbol and telephone no.)
MD0219ZZ

TOTAL FROM 300-A(s) 216,964.80

22. SHIPPING POINT

23. GROSS SHIP WT.

GRAND TOTAL 216,964.80

24. MAIL INVOICE TO: (Include zip code)
General Services Administration (FUND)

7bcp

25A. FOR INQUIRES REGARDING PAYMENT CONTACT:
Kim Taylor-Mays

25B. TELEPHONE
b2Low

GSA
FINANCE Div (7BCP)
PO BOX 17181
FT. WORTH, TX 76102

26A. NAME OF CONTRACTING/ORDERING OFFICER
Kathleen B. Frame (KAT)

26B. TELEPHONE NO.
b2Low

26C. SIGNATURE

ORDER FOR SUPPLIES AND SERVICES

(Continuation)

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER

PAGE

OF

DATE
2004 Feb 24

ORDER
P-11-04-MP-0059

PAGES

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Provide security guard services at Wilson R. Gale Building, 3101 Pennsy. Drive, Landover, MD, MD02192Z				
	Period of Service: February 1, 2004 through January 31, 2005				
0001	Productive Manhours (Base Year)	8784	HR	24.70	216,964.80
0002	OPTION PERIOD	8784	hr	0.00	0.00
0003	OPTION PERIOD	8784	hr	0.00	0.00
0004	OPTION PERIOD	8784	hr	0.00	0.00
0005	OPTION PERIOD	8784	HR	0.00	0.00
	Temporary additional service (TAS) hours will be performed at \$24.70 per hour for productive manhours.				
	Services are to be billed at the cost of \$18,080.40 per month.				

PURCHASE ORDER TERMS & CONDITIONS**552.229-70 FEDERAL, STATE and LOCAL TAXES (APR 84)**

The contract price includes all applicable Federal, State and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

52.213-3 NOTICE TO SUPPLIER (APR 84)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

(End of Clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 89)**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 89)**

(52.222-41 and 52.222-42 apply to service contracts when the amount exceeds \$2,500.)

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (Other Than Commercial Items) (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2000) (E.O.'s 12722, 12724, 13059, and 13067).
- (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.225-3, Buy American Act – Supplies (Feb 2000)
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (May 1997).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jun 1997).
- (v) 52.233-1, Disputes (Dec 1998).
- (vi) 52.243-1, Changes - Fixed Price (Aug 87)
- (vii) 52.243-1, Changes – Fixed Price (Apr 84) Alt. 1 & II
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (viii) 52.228-5, Insurance - Work on a Government Installation (Jan 1997)

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 95) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (Sept 89) (Applies to fixed-price supplies).
- (iii) 52.222-3, Convict Labor (Aug 96)
- (iv) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 89)
- (v) 52.223-6, Drug Free Workplace (Jan 97) (Applies to contract if awarded to an individual.)
- (iii) 52.247-29, F.o.b. Origin (Jun 88) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (Nov 91) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 98)*. 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/these address(es):

<http://arnet.gov>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

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

(e) *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.

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

(g) *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.

(h) *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.

(End of clause)

52.223-4 Recovered Material Certification (OCT 97)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 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.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months (months)(years).

(End of clause)

AMENDMENT OF SOLICITATION		IFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00027		12/10/2008		SRW00081		1 2	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 5)		CODE	
ICE/FPS/East CCG/Region 11/Group B Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		ICE/FPS/EACCG/R1		ICE/FPS/East CCG/Region 11/Group B Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Susan J. Little Philadelphia PA 19106		ICE/FPS/EACCG/R1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
BLACKHAWK, INC 5210 AUTH ROAD, SUITE 402 SUITLAND MD 207464300							
CODE 7882657180000				FACILITY CODE			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. P1104MP0059			
				10B. DATED (SEE ITEM 11)			
				02/01/2004			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$77,785.20

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.232-18, Availability of Funds (APR 1984)

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

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

1. This Modification is based on Requisition 9RW00081.

2. Funding in accordance with the "Availability of Funds", FAR Clause 52.232-18, is incorporated to cover funding for the remainder of Option Period IV from October 1, 2008 through January 31, 2009, for the Wilson R. Gale Building, 3101 Pennsy Drive, Landover, Maryland (MD0219).

3. Contract Line Item #007 will be utilized for this funding period.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
James Barry Jr. Owner/President		Joshua Clemens	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
12/11/08		12/11/08	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-6070 Previous edition unusable

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

CONTINUATION SHEET

REF ID: A11
 NO. OF DOCUMENT BEING CONTINUED: P0059/P00027

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 BLACKHAWK, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>Discount Terms: b2Low Delivery Location Code: MD0219 WILSON R. GALE BLDG. 3101 PENNSY DRIVE LANDOVER MD</p> <p>FOB: Destination Period of Performance: 02/01/2004 to 01/31/2009</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>Unarmed Guard Services, Option IV Obligated Amount: \$77,785.20 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>4. Line of Accounting is as follows: b2Low \$77,785.20</p> <p>5. All other terms and conditions remain unchanged.</p> <p>6. Any questions regarding this modification can be directed to Susan J. Little. Ms. Little can be reached at b2Low or by email at b6</p>	2952	HR	26.35	77,785.20