## DHSIICE/BPC

## APR 212008

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Invoice
8070 Georgia Aventa, Ste. 311
Silver Spring. MO 20910

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| 4/1/2006 | HSMCOP.903 |





Truhart Systems International LLC
Invoice
8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

| Date | Invoice \# |
| :---: | :---: |
| 5/7/3008 | HSCEOP-707 |


| Bill To |
| :--- |
| U.S. Department of Homeland Security |
| Immigration and Customs Enforcement |
| C/O Jeff Alexander or Mat Moden |
| 425 I Street NW |
| Washington DC 20536 |
|  |
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To meet prompt payment deadines, please reconcile and certify this invoice, and respond by email within 6 calendar days. Send your reply to: Invoice.Consolidation@dhs.gov.

## Actions Required Before Completion:

- Validate that an obligation exists to support thls invoice in order to pay it;
- Certify that the invoice is accurate and ready for payment.

1a. Invoice Number: HSCEOP-707
1b. FFMS Obligation Document Type and DHS Number: HSCEOPOTPO1688 (e.g.: DO HSHQDCO5X0695)
2. Final Payment: $\square$ Yes $\triangle$ No
3. Manuaf Receipt and Acceptance Certification (Complete Section 5 for Manual Certification):

I certify that funding is available for the goods/services listed on the attached document.

4. Comments:
5. Accounting Distribution, if there are multiple distribution linas (attach more pages if necessary). "Tab through dollar amount (to next line) to obtain grand total calculation**

| FFMS Release \# 0 | Line Number 4 | Mutitiple Distribution Line 1 | Dollar Amount ${ }^{(b)(4)}$ |
| :---: | :---: | :---: | :---: |
| FFMS Release\# 0 | Line Number $\underline{\underline{5}}$ | Multiple Distribution Line 1 | Dollar Amount |
| FFMS Release \# 0 | Line Number 0 | Muttiple Distribution Line $\mathbf{O}_{\text {- }}$ | Dollar Amount \$0.00 |
| FFMS Release \# 0 | Line Number 0 | Multiple Distribution Line $\underline{0}$ | Dollar Amount $\mathbf{\$ 0 . 0 0}$ |
| FFMS Release\# 0 | Line Number 0 | Multiple Distribution Line 0 | Dollar Amount \$0.00 |
| FFMS Release \# - | Line Number 0 | Multiple Distribution Line $\underline{0}$ | Dollar Amount \$0.00 |
| FFMS Release \# 0 | Line Number 0 | Multiple Distribution Line $\boldsymbol{0}$ | Dollar Amount \$0.00 |
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| FFMS Release \# 0 | Line Number 0 | Multiple Distribution Line $\underline{0}$ | Dollar Amount \$0.00 |
| FFMS Release \# 0 | Line Number 0 | Multiple Distribution Line $\mathbb{0}$ | Dollar Amount \$0.00 |
| FFMS Release\# 0 | Line Number $\underline{0}$ | Multiple Distribution Line 0 | Dollar Amount \$0.00 |
| FFMS Release\# 0 | Line Number 3 | Multiple Dlstribution Line 12 | Doilar Amount \$0.00 |
| FFMS Release \# ㅁ. | Line Number 3 | Multiple Distribution Line 13 | Dollar Amount $\mathbf{\$ 0 . 0 0}$ |
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Additional Accounting distribution lines:

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| FFMS Release \# | Line Number | Multiple Distribution Line | Dollar Amount |

Grand Total (pgs 1 and 2) Dollar Amount: ${ }^{(\mathrm{b})(4)}$


Truhart Systems International LLC
8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

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| $5 / 7 / 2008$ | HSCEOP.707 |


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Ship To


8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

| Date | Invoice \# |
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| 5/7/2008 | HSCEOP-707 |


| Bill ${ }^{\text {Po }}$ | Ship To |
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| U.S. Department of Homeland Security Immigration and Customs Enforcerment C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536 | $\begin{gathered} \text { DHS/ICE/BFC } \\ \text { JUN } 122008 \end{gathered}$ |






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|  | b. By facrimile (fax): <br> (include a covex sheet with point of contact \& \# of pages) <br> 802-288-7658 <br> c. By e-razil: <br> Invotce. Consolidationgahs.gov <br> Invoices submitted by other than these three methods will be returned. The contractofes Taxpayer Identification Number (Tyr) nust be registered in the Central Contractor Registration (http;/fww, cer.gov) prior to award and ghall be notated on every invoice subnitted to ICE to ensure proxpt payment proviaions are met. The IC'I prostam office shall also be notated on every invoice. <br> 2. In accordance with the Purchase order Texms and Conditions, Commercial Items, or Prompt payment, as applicable, the information required with each invoice submission is as follows; <br> "...An invoice must include- <br> (i) wame and addrese of the Contractory <br> (ii) Invoice date and number: <br> (iis) Contract number, contract line item number and, if applicable, the order number; <br> (iv) Desexiption, quantity, unit of measure, unit price and extended price of the iteme delivered; (v) Shipping number and date of shipment. including the bill of lading number and weight of shipment if shipped on Goverament bill of lading; (vi) Terme of any discount for prompt payment offered; <br> (vii) mame and address of official to whom payment is to be sent; <br> (viii) srame, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TrN). The Contractor ahall include its $T$ IN on the invaice only if required elsawhere in this purchase order. (gee paragraph 1 above.) <br> (x) Electronic funds tranafer (ExFT) banking information. <br> (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this purchase order. continued... |  | . |  |


| CONTNUATON SHEET |  |  |  | Page ${ }_{7}^{\text {OF }}$ | 28 |
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| tem no. <br> (A) | SUPPLIESSERVICES <br> (B) | $\left[\left.\begin{array}{c}\text { alantrifunt } \\ \text { (C) }\end{array} \right\rvert\,\right.$ | UNTT PRICE <br> (E) | AmOUNT <br> (F) |  |
| . | (B) If BFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractior shall have aubmitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.9., 52.232-33, payment by Electronic Funds Transfer, Central Contractor Registration, ox 52.232-34, Paynert by Electronic Funda rransfer (other Than Central Contractor Regiatration), or applicable agency procecturem. <br> (C) KFT banking information is not required if the Government waived the requirerent to pay by EET. <br> Invoices without the above information may be returned for resubmismion. <br> AUS OTHER TERKAS AKD CONDITIONS REMAIN ONCHANGED |  |  |  |  |

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

| Date | Invoice \# |
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| 5/7/2008 | HSCEOP-707 |


| Bill To |
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| U.S. Department of Homeland Security <br> Immigration and Customs Enforcement <br> C/O J.ff Alexander or Matt Moden <br> 42S I Street NW <br> Washington DC 20536 <br>  |

## Ship To

## DHSIICE/BFC

JUN 122008


Truhart Systems International LLC
8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

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| $5 / 7 / 2008$ | HSCEOP-707 |


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| U.S. Department of Hometand Security |
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| COO Jeff Alexander or Matt Moden |
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| Washington DC 20536 |
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Silver Spring, MD 20910

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| Bill To |
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| U.S. Department of Homeland Security <br> Immigration and Customs Enforcement <br> C/O Jeff Alexander or Matt Moden <br> 425 I Street NW <br> Washington DC 20536 <br> ${ }^{2}$ |





Truhart Systems International LLC DHS/ICE/BFC
8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910
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| Immigration and Customs Enforcenent |
| Burlington Finance Center |
| PO Box I620 |
| Williston, VT 05495-1620 |
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## Ship To

EIN: 52-2304213
Contract IHSCEOP-07-P-01688


8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

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| U.S. Department of Homeland Security |
| Immigration and Customs Enforcement |
| Burrington Finance Center |
| PO Box 1620 |
| Williston, VT O5495-1620 |
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Truhart Systems International LLC
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Washington DC 20536


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8070 Georgia Avenue, Ste. 311
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Thathat Systems InternationaliI_-
8070 Georgin Avenue, Ste. 311
Silver Spring Mm 2090

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Invoice



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| ```ATPME OCFO-OAM DHS/BFC pO Box }162 Williston, VT 05495-1620 Contract #: HSCEOP-07-P- 01688/P00002``` |
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Truhart Systems Int'1, Luc
Solo Georgia Avenue
Suite \#311
Silver Spring, Ma 20910
Tax Id: (b)(2)Low


8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

| Date | Invoice \# |
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| Bill To |
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| U.S. Department of Fomeland Security |
| Immigration and Customs Enforcement |
| Burlington Finance Center |
| PO Box 1620 |
| Williston, VT $05495-1620$ |
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TRUHART SYSTEMS INTERNATIONAL, LLC SEMLMO NHHLY THESHEET 2008



## Truhart Systems June 2008 <br> Expenses for

| Type | Vendor | .. |
| :--- | :--- | :--- |
| Travel | El Paso Airport | Amount |
| Travel | Parking Systems | $\$$ |
| Travel | Valero | O |
| Travel | Southwest Airlines | $\$$ |
| Travel | American Airlines | $\$$ |
| Travel | Dollar Car Rental | $\$$ |
| Lodging | Homewood Suites | $\$$ |
|  |  | $\$$ |
| Total |  | $\$$ |



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| NAME OF OFFEROR OR CONTRACTOR |  |  |  |  |  |
| TRUHART SYSTEMS INTERNATIONAL LLC |  |  |  |  |  |
| ITEM NO. <br> (A) | SUPPLIES/SERVICES <br> (B) | QUANTITY UNIT <br> (C) (D) | UNIT PRICE <br> (E) | AMOUNT <br> (F) |  |
| 2001 | PROGRAM OFFICE: <br> Miguel Cruz, POC <br> (b)(2)Low <br> Patricia M. Wallis, COTR (b)(2)Low <br> The purpose of this modification is to (1) incorporate FAR clause 52.217-9, Option to Extend the Term of the Contract, (2) excerise Option Pexiod II with a performance period of May 31, 2008 through June 30,2008 and (3) increase the obligated amount by $\$ 64,744.00$. <br> As a result of this modification the obligated and total amount has increased from $\$ 354,879.00 .00$ by $\$ 64,744.00$ to $\$ 419,623.00$. <br> FOB: Destination <br> Period of Performance: $05 / 31 / 2008$ to $06 / 30 / 2008$ <br> Change Item 2001 to read as follows (amount shown is the obligated amount): <br> Option Period II |  |  | (b)(4) |  |
|  | LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services lexcept as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services. Labor categories under this CLIN are as follows: <br> $\begin{array}{ll}\begin{array}{ll}\text { Program Manager } \\ \text { Project Manager }\end{array} & \text { (b)(4) } \\ \text { Product/Service Code: } & \text { HR } \\ \text { HR } \\ \text { S2.16 }\end{array}$ <br> Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES |  |  |  |  |
| 2002 | Change Item 2002 to read as follows (amount shown is the obligated amount): <br> Option Period II <br> Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. <br> (Not to Exceed Amount - NTE) <br> Product/Service Code: S216 <br> Continued ... |  |  | (b)(4) |  |
| NSN 7540-01-152-8067 |  |  |  | OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR ( 48 CFR) 53.110 |  |


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|  | HSCEOP-07-P-01688/P00002 | 3 | 4 |

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL ILC


Form G-514<br>REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT<br>Activity Symbols<br>ATTACHMENT A

## REQUISITION NUMBER: FAC-8M-0054

| PROJECT | TASK FUND PROGRAM | ORGANIZATION | OBIECT | ADF |
| :--- | :--- | :--- | :--- | :--- |

APPROPRIATION SYMBOL CROSSWALK:



NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC


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| CONTINUATION SHEET | HSCEOP-07-P-01688/P00001 |

NAME OF OFFEROR OR CONTRACTOR
trujhart systems International lic



NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC



NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

| ITEM NO. <br> (A) | SUPPLIES/SERVICES <br> (B) | $\begin{array}{\|c\|c\|} \hline \text { quantity } & \text { UNIT } \\ \text { (C) } & \text { (D) } \\ \hline \end{array}$ | UNIT PRICE <br> (E) | AMOUNT (F) |
| :---: | :---: | :---: | :---: | :---: |

Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make travel arrangements, process travel vouchers, preparation of documents and postage,
Amount: $\$ 0.00$ (Option Line Item)
Product/Service Code: S216
Product/Service Description: FACILITIES
OPERATIONS SUPPORT SERVICES
Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms:
(b)(2)Low
--
This is a Time and Materials Purchase Order.
--
FAR Clause 52.217-8 is hereby added in full text as follows:
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 prior to contract expiration
--
INVOICE INSTRUCTIONS:

1. In accordance with purchase order invoicing instructions, invoices shall now be submitted via one of the following three methods:
a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620

Williston, VT 05495-1279
Attn: OCFO-OAM Invoice
b. By fácsimile (fax):
(include a cover sheet with point of contact \& \# of pages)
Continued ...

| CONTINUATION SHEET | REFERENCENC DOCUMEN: | page of |  |
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|  | HSCEOP-07-P-01688/P00001 | 6 | 28 |

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC


802-288-7658
c. By e-mail:

Invoice.Consolidationedhs:gov
Invoices submitted by other than these three methods will be returned. The contractoris Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.
2. In accordance with the Purchase Order Terms and Conditions, Commercial Items, or Prompt Payment, as applicable, the information required with each invoice submission is as follows:
"...An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this purchase order. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this purchase order.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have Continued ...


## Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT<br>Activity Symbols<br>ATTACHMENT A

## REQUISITION NUMBER; FAC-8M-0033

PROJECT TASK FUND PROGRAM ORGANIZATION OBJECT UDF
(b)(2)Low

## Form G-514 <br> REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT <br> Activity Symbols <br> ATTACHMENT A

## REQUISITION NUMBER: FAC-8M-0032

| PROJECT | TASK | FUND | PROGRAM | ORGANIZATION | OBJECT | UDF | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| (b)(2)Low |  |  |  |  |  |  |  |

## SCOPE OF WORK

## For

PROGRAM MANAGER PROJECT MANAGER
(Revised)
For

# OFFICE OF THE CHIEF FINANCIAL OFFICER <br> OFFICE OF ASSET MANAGEMENT U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT 

February 26, 2008

### 1.0 BACKGROUND

ICE, the largest investigative arm of the U.S. Department of Homeland Security (DHS), currently manages a portfolio of owned and leased spaces throughout the continental United States, second only to Customs and Border Protection (CBP) in size and scope. As the mission of ICE grows and changes, the Office of Facilities continues to be challenged to meet the programmatic needs of a variety of clients within the bureau.

The Owned portfolio consists of eight Service Processing Centers (SPCs) and a variety of smaller support facilities. These facilities include spatial types that range from office space to courtrooms to full-fledged detention centers, all in support of ICE's mission to prevent acts of terrorism by targeting the people, money, and materials that support terrorist and criminal activities. More specifically, ICE is responsible for identifying and shutting down vulnerabilities in the nation's border, economic, transportation and infrastructure security.

The ICE Owned Property portfolio consists of facilities located as follows:

| Service Processing Centers |  | Other ICE-owned property |
| :---: | :--- | :--- |
| 1. Aguadilla, PR |  | 1. Altoona, PA |
| 2. Batavia, NY | 2. Broadview, IL |  |
| 3. El Centro, CA | 3. Calpatria, CA |  |
| 4. El Paso, TX | 4. Fishkill, NY |  |
| 5. Florence, AZ | 5. Honolulu, HI |  |
| 6. Krome (Miami), FL | 6. Huntsville, TX |  |
| 7. Port Isabel, TX | 7. Oakdale, LA |  |
| 8. San Pedro, CA | 8. Guam |  |

As the nature of these vulnerabilities evolves, so does ICE's mission and by extension, the nature and requirements of the facilities under ICE management.

### 2.0 Personnel Requirement

## Program Manager

One Program Manager to be located full-time at 425 I Street NW, Washington, DC. Minimum qualifications shall be as follows:

- $10+$ years of progressive experience in the management of medium to large design and construction projects.
- Familiarity with GSA leasing procedures.
- Familiarity with standard industry design and construction practices in both the private and public sectors
- Experience in the development and implementation of standards
- Experience managing project teams
- Proficient in use of Office software including creation and maintenance of Excel spreadsheets and PowerPoint presentations
- Knowledge of creation and maintenance of Access databases desirable
- Demonstrated writing and verbal communication skills.
- Demonstrated experience managing Headquarters level requirements


## Project Managers

Two Project Managers to be assigned full-time in Dallas, TX. Minimum qualifications shall be as follows:

- $5+$ years of progressive experience in construction or housing development management
- Experience planning, directing and managing capital construction projects
- Experience in the development and implementation of construction standards.
- Experience supervising construction projects, housing projects and remodeling.
- Experience working on capital construction projects working with engineers, architects and onsite workers.
- Experience working on government or residential building projects in a decision making or managerial role.
- Experience working with Directors, Senior Staff, General Managers, Project Managers and staff at all organizational levels.
- Ability to create reports, provide expert advice, report findings and recommend improvements to achieve mission standards and results.


### 3.0 STATEMENT OF WORK

Duties will include but not be limited to:

## Program Manager

- Overall-monitoring of the planning, programming, design, construction and operation and maintenance of ICE capitol improvements and physical facilities.
- Compare proposed capitol improvement projects with the agencies master operating plans and budgets and advise the Secretary of items in compliance and deficiencies that may need to be corrected.
- Work with the agency personnel to insure adequate biddability and constructability reviews of proposed contracts and projects are performed
- Review and audit existing project schedules, project cost, project documentation, quality assurance, and safety programs for material deficiencies and/or compliance.
- Review engineering and construction procedures and contract management practices and make recommendations for improvement where appropriate.
- Develop recommendations and courses of action to correct any found deficiencies in the program.
- Through reports, interviews, and onsite inspections monitor the success of the capitol improvements program implementation.
- Provide reports on actions and findings, and provide other related services deemed necessary by the Agency.
- Recommend any engineering or special services that may need to be acquired to insure economic success of the program.
- Other duties as assigned


## Project Manager

- Contractor will report directly to Construction Program Manager, Dallas, TX
- Act as an expert technical advisor and manager on ICE construction projects.
- Manage ongoing large scale construction and repair \& maintenance projects in conjunction with the U.S. Army Corp of Engineers (USACE).
- Assure timeframes, cost requirements and schedules on large scale construction projects are met, maintained and documented, assuring that projects stay within obligated and budgeted project costs.
- Effect repairs and maintenance to the infrastructure of ICE Service Processing Centers (SPC's) through establishment of project milestones and ongoing monitoring of progress, documenting opportunities, costs savings and potential problem areas.
- Meet ICE mission requirements, building standards and plans to assist ICE programs that enforce immigration laws against illegal immigrants. Providing excellent customer service to assure that program needs and requirements are fulfilled.
- Write memos reporting findings, communicate information to appropriate OAM management, and function as liaison between OAM, ICE Programs GSA, CBP and USACE.
- Produce recurring program reports, document findings and accomplishments, and present program data findings to OAM Director.
- Attend meetings as OAM representative, with ICE programs, CBP, GSA and Army Corp of Engineers.
- Manage special projects as assigned by OAM Director.


### 4.0 Travel

Travel is expected to be part of the total work effort for this scope of work. All travel in support of this contract shall be within the continental United States. Travel shall be reimbursed per the established joint travel regulations. All travel must be approved by the COTR prior to the travel.

### 5.0 Hours of Operation

Overtime is expected to be part of the total work effort for this scope of work and holidays may be required. COTR shall notify contractor in advance of all overtime and holiday needs to establish work requirements and assure coverage. All overtime and holiday work must be approved by the COTR before being worked. Core working hours for OAM are 9AM - 4PM, Monday - Friday. The contractors shall structure their schedule to meet these core hour requirements.

### 6.0 Workplace

Program Manager will be assigned full time to Washington, DC. Project Managers will report to Washington, DC for a minimum of the first two months of the contract or until the OAM Dallas office is opened after which they will be assigned full time to Dallas, TX. Contractors may continue to make periodic trips to Washington, DC as required by OAM Director, Program Manager or work requirements.

### 7.0 SECURITY REQUIREMENT

## GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEOP07P01688 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

## SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPRPSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

## BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-Qip (electronic forms submission).
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5.-. $\quad$ Orug Questionnaire
5. Alcohol Questionnaire

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

## CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The
subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a reportmust be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

## EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

## Special Conditions

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract. OAM reserves the right to require the Contractor to replace any staff deemed incompetent, who can not perform tasks as stated in this statement of work, who is careless or displays unacceptable conduct. The Contractor must be able to provide a replacement person who meets the qualification standards within five workdays.
Determination of inability to work satisfactorily, as described, will be based on the number of times the government staff must provide on spot assistance. The COTR and Contracting Officer will discuss these problems jointly with the Contractor.

## SECURITY MANAGEMENT

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

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

## INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

## INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness
Training. This training will be provided by the appropriate component agency of DHS.
Contractor's who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level
of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

### 8.0 DELIVERABLES

A Monthly progress report shall be submitted by the $10^{\text {th }}$ of the subsequent month, in a form mutually agreed upon by the Contractor and the Government.

### 9.0 PERFORMANCE PERIOD

This contract Modification (contract\# HSCEOP07P01688) will be in effect from the date of modification through May 30, 2008.

### 10.0 GOVERNMENT FURNISHED MATERIALS

All documents, data, and other material furnished by the Government under this contract will remain the property of the Government and shall be returned to the Government within 30 calendar days after completion of this contract.

### 11.0 SPECIAL CONSIDERATIONS

Neither the Contractor nor their representative shall release or publish any sketch, photograph, report, or other material of any nature derived or prepared under this Statement of Work without specific written permission of the ICE Contracting Officer's Technical Representative except as is specifically provided for in this Statement of Work.

Copyrights shall not be claimed by the Contractor for any materials produced under this Task Order. All such materials are to remain within the public domain.

The Contractor shall ensure that qualified personnel with the proper experience in performing such services are used throughout the duration of the project.

The Contractor and those in his/her employ shall not present reports of research from this project to various professional societies and publications.

In the event the Contractor encounters problems in fulfilling performance requirements, or when difficulties are anticipated in complying with the Task Order schedule or dates, or whenever the Contractor has knowledge a potential
situation is delaying or threatening to delay timely performance of tasks, the Contractor shall immediately notify the USACE Technical Representative by phone and in writing noting all relevant details. However, this material will be informational in character and this provision shall not be construed as a waiver by the U.S. Government of any delivery schedule or date, rights, or remedies provided by law or under this Task Order.

### 12.0 GOVERNMENT CONTACT REPRESENTATIVES

The designated COTR for this contract is Patricia M. Wallis, Director, Office of Asset Management. The POC is Jeffrey Alexander All documentation and correspondence shall be submitted to the COTR and POC.
WD 05-2103 (Rev. -4) was first posted on wWW.wdol.gov on 07/10/2007
$* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * ~$THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 WASHINGTON D.C. 20210
Wage Determination No.: 2005-2103
Revision No.: 4 William W.Gross Director
Wage Determinations!
Wage Determinations!
Date Of Revision: 07/05/2007
Date Of Revision: 07/05/2007
States: District of Columbia, Maryland, VirginiaArea: District of Columbia StatewideMaryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, StMary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, KingGeorge, Loudoun, Prince William, Stafford
**Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION CODE - TITLE MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I ..... 13.79
01012 - Accounting Clerk II ..... 15.49
01013 - Accounting Clerk III ..... 18.43
01020 - Administrative Assistant ..... 23.59
01040 - Court Reporter ..... 18.43
01051 - Data Entry Operator I ..... 12.67
01052 - Data Entry Operator II ..... 13.82
01060 - Dispatcher, Motor Vehicle ..... 16.50
01070 - Document Preparation Clerk ..... 13.29
01090 - Duplicating Machine Operator ..... 13.29
01111 - General Clerk I ..... 13.72
01112 - General Clerk II ..... 15.32
01113 - General Clerk III ..... 18.74
01120 - Housing Referral Assistant ..... 21.66
01141 - Messenger Courier ..... 10.23
01191 - Order Clerk I ..... 14.74
01192 - Order Clerk II ..... 16.29
01261 - Personnel Assistant (Employment) I ..... 15.60
01262 - Personnel Assistant (Employment) II ..... 18.43
01263 - Personnel Assistant (Employment) III ..... 21.66
01270 - Production Control Clerk ..... 21.29
01280 - Receptionist ..... 12.72
01290 - Rental Clerk ..... 15.60
01300 - Scheduler, Maintenance ..... 15.60
01311 - Secretary I ..... 17.03
01312 - Secretary II ..... 18.39
01313 - Secretary III ..... 21.66
01320 - Service Order Dispatcher ..... 15.82
01410 - Supply Technician ..... 23.59
01420 - Survey Worker ..... 18.43
01531 - Travel Clerk I ..... 12.07
01532 - Travel Clerk II ..... 13.01
01533 - Travel Clerk III ..... 13.99
01611 - Word Processor I ..... 13.76
01612 - Word Processor II ..... 15.60
01613 - Word Processor III ..... 18.43
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass ..... 25.26
05010 - Automotive Electrician ..... 21.37
05040 - Automotive Glass Installer ..... 20.14
05070 - Automotive Worker ..... 20.14
05110.- Mobile Equipment Servicer ..... 17.31
05130 - Motor Equipment Metal Mechanic ..... 22.53
05160 - Motor Equipment Metal Worker ..... 20.14
05190 - Motor Vehicle Mechanic ..... 22.53
05220 - Motor Vehicle Mechanic Helper ..... 16.81
05250 - Motor Vehicle Upholstery Worker ..... 19.66
05280 - Motor Vehicle Wrecker ..... 20.14
05310 - Painter, Automotive ..... 21.37
05340 - Radiator Repair Specialist ..... 20.14
05370 - Tire Repairer ..... 14.43
05400 - Transmission Repair. Specialist ..... 22.53
07000 - Food Preparation And Service Occupations
07010 - Baker ..... 13.18
07041 - Cook I ..... 11.97
07042 - Cook II ..... 13.28
07070 - Dishwasher ..... 9.76
07130 - Food Service Worker ..... 10.25
07210 - Meat Cutter ..... 16.07
07260 - Waiter/Waitress ..... 8.59
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter ..... 18.05
09040 - Furniture Handler ..... 12.78
09080 - Furniture Refinisher ..... 18.39
09090 - Furniture Refinisher Helper ..... 14.11
09110 - Furniture Repairer, Minor ..... 16.31
09130 - Upholsterer ..... 18.05
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles ..... 9.67
11060 - Elevator Operator ..... 9.79
11090 - Gardener ..... 15.70
11122 - Housekeeping Aide ..... 10.89
11150 - Janitor ..... 10.89
11210 - Laborer, Grounds Maintenance ..... 12.07
11240 - Maid or Houseman ..... 10.84
11260 - Pruner ..... 11.37
11270 - Tractor Operator ..... 14.19
11330 - Trail Maintenance Worker ..... 12.07
11360 - Window Cleaner ..... 11.31
12000 - Health Occupations
12010 - Ambulance Driver ..... 16.06
12011 - Breath Alcohol Technician ..... 17.67
12012 - Certified Occupational Therapist Assistant ..... 20.31
12015 - Certified Physical Therapist. Assistant ..... 19.99
12020 - Dental Assistant ..... 16.90
12025 - Dental Hygienist ..... 40.68
12030 - EKG Technician ..... 24.34
12035 - Electroneurodiagnostic Technologist ..... 24.34
12040 - Emergency Medical Technician ..... 17.67
12071 - Licensed Practical Nurse I ..... 18.60
12072 - Licensed Practical Nurse II ..... 20.82
12073 - Licensed Practical Nurse III ..... 21.79

15030 - Air Crew Training Devices Instructor (Pilot) ..... 50.66
15050 - Computer Based Training Specialist / Instructor ..... 31.26
15060 - Educational Technologist ..... 29.09
15070 - Flight Instructor (Pilot) ..... 50.66
15080 - Graphic Artist ..... 24.95
15090 - Technical Instructor ..... 23.87
15095 - Technical Instructor/Course Developer ..... 29.19
15110 - Test Proctor ..... 19.04
15120 - Tutor ..... 19.04
16000 - Laundry, Dry-Cleaning, Pressing_And Related Occupations
8.95
8.95
16010 - Assembler
16010 - Assembler ..... 8.95
16040 - Dry Cleaner ..... 12.21
16070 - Finisher, Flatwork, Machine ..... 8.95
16090 - Presser, Hand ..... 8.95
16110 - Presser, Machine, Drycleaning ..... 8.95
16130 - Presser, Machine, Shirts ..... 8.95
16160 - Presser, Machine, Wearing Apparel, Laundry ..... 8.95
16190 - Sewing Machine Operator ..... 12.30
16220 - Tailor ..... 13.01
16250 - Washer, Machine ..... 9.81
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) ..... 18.95
19040 - Tool And Die Maker ..... 23.05
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator ..... 17.26
21030 - Material Coordinator ..... 21.29
21040 - Material Expediter ..... 21.29
21050 - Material Handling Laborer ..... 12.65
21071. Order Filler ..... 13.21
21080 - Production Line Worker (Food Processing) ..... 17.28
21110 - Shipping Packer ..... 14.46
21130 - Shipping/Receiving Clerk ..... 14.46
21140 - Store Worker I ..... 10.44
21150 - Stock Clerk ..... 14.35
21210 - Tools And Parts Attendant ..... 17.26
21410 - Warehouse Specialist ..... 17.26
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder ..... 25.68
23021 - Aircraft Mechanic I ..... 24.46
23022 - Aircraft Mechanic II ..... 25.68
23023 - Aircraft Mechanic III ..... 26.97
23040 - Aircraft Mechanic Helper ..... 16.61
23050 - Aircraft, Painter ..... 23.42
23060 - Aircraft Servicer ..... 18.71
23080 - Aircraft Worker ..... 19.90
23110 - Appliance Mechanic ..... 20.60
23120 - Bicycle Repairer ..... 14.43
23125 - Cable Splicer ..... 24.98
23130 - Carpenter, Maintenance ..... 20.36
23140 - Carpet Layer ..... 18.70
23160 - Electrician, Maintenance ..... 25.37
23181 - Electronics Technician Maintenance I ..... 22.08
23182 - Electronics Technician Maintenance II ..... 23.44
23183 - Electronics Technician Maintenance III ..... 24.70
23260 - Fabric Worker ..... 17.90
23290 - Fire Alarm System Mechanic ..... 21.46
23310 - Fire Extinguisher Repairer ..... 16.50
23311 - Fuel Distribution System Mechanic ..... 22.81
23312 - Fuel Distribution System Operator ..... 19.38
23370 - General Maintenance Worker ..... 20.91
23380 - Ground Support Equipment Mechanic ..... 24.46
$23381^{-1}$ - Ground Support Equipment Servicer ..... 18.71
23382 - Ground Support Equipment Worker ..... 19.90
23391 - Gunsmith I ..... 16.50
23392 - Gunsmith II ..... 19.18
23393 - Gunsmith III ..... 21.46
23410 - Heating, Ventilation And Aix-Conditioning Mechanic ..... 21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
23.13
23430 - Heavy Equipment Mechanic ..... 21.46
23440 - Heavy Equipment Operator ..... 21.46
23460 - Instrument Mechanic ..... 21.46
23465 - Laboratory/Shelter Mechanic ..... 20.36
23470 - Laborer ..... 14.27
23510 - Locksmith ..... 19.76
23530 - Machinery Maintenance Mechanic ..... 21.77
23550 - Machinist, Maintenance ..... 21.52
23580 - Maintenance Trades Helper ..... 15.10
23591 - Metrology Technician I ..... 21.46
23592 - Metrology Technician II ..... 22.61
23593 - Metrology Technician III ..... 23.72
23640 - Millwright ..... 23.30
23710 - Office Appliance Repairer ..... 21.00
23760 - Painter, Maintenance ..... 20.36
23790 - Pipefitter, Maintenance ..... 22.76
23810 - Plumber, Maintenance ..... 20.99
23820 - Pneudraulic Systems Mechanic ..... 21.46
23850 - Rigger ..... 21.46
23870 - Scale Mechanic ..... 19.18
23890 - Sheet-Metal Worker, Maintenance ..... 21.46
23910 - Small Engine Mechanic ..... 20.05
23931 - Telecommunications Mechanic I ..... 25.22
23932 - Telecommunications Mechanic II ..... 26.58
23950 - Telephone Lineman ..... 24.43
23960 - Welder, Combination, Maintenance ..... 21.46
23965 - Well Driller ..... 21.46
23970 - Woodcraft Worker ..... 21.46
23980 - Woodworker ..... 16.50
24000 - Personal Needs Occupations
24570 - Child Care Attendant ..... 11.58
24580 - Child Care Center Clerk ..... 16.15
24610 - Chore Aide ..... 9.58
24620 - Family Readiness And Support Services Coordinator ..... 12.95
24630 - Homemaker ..... 16.75
25000 - Plant And System Operations Occupations
25010 - Boiler Tender ..... 24.98
25040 - Sewage Plant Operator ..... 20.23
25070 - Stationary Engineer ..... 24.98
25190 - Ventilation Equipment Tender ..... 17.56
25210 - Water Treatment Plant Operator ..... 20.23
27000 - Protective Service Occupations
27004 - Alarm Monitor ..... 17.66
27007 - Baggage Inspector ..... 11.51
27.008 - Corrections Officer ..... 19.83
27010 - Court Security Officer ..... 23.26
27030 - Detection Dog Handler ..... 17.66
27040 - Detention Officer ..... 19.83
27070 - Firefighter ..... 22.39
27101 - Guard I ..... 11.51
27102 - Guard II ..... 17.66
27131 - Police Officer I ..... 23.94
27132 - Police Officer II ..... 26.60
28000 - Recreation Occupations
28041 - Carnival Equipment Operator ..... 12.35
28042 - Carnival Equipment Repairer ..... 13.30
28043 - Carnival Equpment Worker ..... 8.40
28210 - Gate Attendant/Gate Tender ..... 13.01
28310 - Lifeguard ..... 11.59
28350 - Park Attendant (Aide) ..... 1.4. 5.6
28510 - Recreation Aide7Health Facility Attendant ..... 10.62
28515 - Recreation Specialist ..... 18.04
28630 - Sports Official ..... 11.59
28690 - Swimming Pool Operator ..... 16.85
29000 -Stevedoring/Longshoremen Occupational Sexvices
29010 - Blocker And Bracer ..... 20.55
29020 - Hatch Tender ..... 20.55
29030 - Line Handler ..... 20.55
29041 - Stevedore I ..... 19.18
29042 - Stevedore II ..... 21.64
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HEO) (2) ..... 34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2) ..... 23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2) ..... 26.36
30021 - Archeological Technician I ..... 17.06
30022 - Archeological Technician II ..... 19.03
30023 - Archeological Technician III ..... 23.76
30030 - Cartographic Technician ..... 24.85
30040 - Civil Engineering Technician ..... 22.19
30061 - Drafter/CAD Operator I ..... 17.92
30062 - Drafter/CAD Operator II ..... 20.06
30063 - Drafter/CAD Operator III ..... 22.36
30064 - Drafter/CAD Operator IV ..... 27.51
30081 - Engineering Technician I ..... 20.19
30082 - Engineering Technician II ..... 22.67
30083 - Engineering Technician III ..... 25.37
30084 - Engineering Technician IV ..... 31.43
30085 - Engineering Technician V ..... 38.44
30086 - Engineering Technician VI ..... 46.51
30090 - Environmental Technician ..... 21.36
30210 - Laboratory Technician ..... 22.36
30240 - Mathematical Technician ..... 26.31
30361 - Paralegal/Legal Assistant I ..... 20.03
30362 - Paralegal/Legal Assistant II ..... 24.82
30363 - Paralegal/Legal Assistant III ..... 30.35
30364 - Paralegal/Legal Assistant IV ..... 36.73
30390 - Photo-Optics Technician ..... 24.85
30461 - Technical Writer I ..... 20.69
30462 - Technical Writer II ..... 25.30
30463-Technical Writer III ..... 30.61
30491 - Unexploded Ordnance (UXO) Technician I ..... 22.06
30492 - Unexploded Oxdnance (UXO) Technician II ..... 26.69
30493 - Unexploded Ordnance (UXO) Technician III ..... 31.99
30494 - Unexploded (UXO) Safety Escort ..... 22.06
30495 - Unexploded (UXO) Sweep Personnel ..... 22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) ..... 22.14
30621 - Weather Observer, Senior (2) ..... 23.98
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide ..... 11.99
31030 - Bus Driver ..... 17.54
31043 - Driver Courier ..... 12.71
31260 - Parking and Lot Attendant ..... 9.06
31290 - Shuttle Bus Driver ..... 13.89
31310 - Taxi Driver ..... 13.98
31361 - Truckdriver, Light ..... 13.89
31362 - Truckdriver, Medium ..... 17.09
31363 - Truckdriver, Heavy ..... 18.40
31364 - Truckdriver, Tractor-Trailer ..... 18.40
99000 - Miscellaneous Occupations99030 - Cashier10.03
99050 - Desk Clerk ..... 10.45
99095 - Embalmer ..... 21.77
99251 - Laboratory Animal Caretaker I ..... 10.47
99252 - Laboratory Animal Caretaker II
99310 - Mortician10.8527.25
99410 - Pest Controller ..... 14.54 ..... 14.54
99510 - Photofinishing Worker ..... 11.59
99710 - Recycling Laborer ..... 15.73
99711 - Recycling Specialist ..... 18.72
99730 - Refuse Collector ..... 14.01
99810 - Sales Clerk ..... 11.87
99820 - School Crossing Guard ..... 11.37
99830 - Survey Party Chief ..... 19.76
99831 - Surveying Aide ..... 12.28
99832 - Surveying Technician ..... 18.78
99840 - Vending Machine Attendant ..... 12.61
99841 - Vending Machine Repairer ..... 16.37
99842 - Vending Machine Repairer Helper ..... 12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH \& WELEARE: $\$ 3.16$ per hour or $\$ 126.40$ per week or $\$ 547.73$ per month
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE EOLLOWING BENEFITS (as numbered) :

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) ATR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY \& SUNDAY PAY: If You work at night as part of a regular tour of duty, you will earn a night differential and receive an additional $10 \%$ of basic pay for any hours worked between 6 pm and 6 am. If you are a full-time employed ( 40 hours a week) and Sunday is part of your
regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of $25 \%$ of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIEFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

## ** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $\$ 3.35$ per week (or $\$ .67$ cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at
http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Iine (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE \{Standard Form

## Conformance Process:

The contracting officer shall require that any class of sexvice employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed, in the wage determination. Such. conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class (es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. \{See Section 4.6 (C) (vi)\} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class (es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.




IMPORTANT: Mark al! packages and papers with contract and/or order numbers


