

Company Name:
USEC Service Corp

Contract Number:
GS-07F-9346S (GS07F93464S)
HSCEEC-08-A-00001 (HSCEEC08A00001)

Solicitation Number:
HSCEMP-07-Q-00004 (HSCEMP07Q00004)

Period of Performance:
12/1/2007 through 11/30/2008

Services Provided:
Providing armed guard services in Washington, DC and Virginia (VA); 4201 Wilson Boulevard, Arlington (Stafford Place I and II); 2221 Jefferson Davis Highway, Arlington, VA (Crystal Plaza 6); 1441 L Street, NW, Washington, DC (Imperial Building) and 1801 L Street, NW, Washington, DC; 625 Indiana Avenue, NW, Washington, DC (Indiana Avenue Building); 1820 1st Street, NW, Washington, DC (Union Central Plaza); 200 C Street, SW, Washington, DC (FOB 8).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE OF
1 2

2. CONTRACT NO.
HSCEEC-08-A-00001

3. AWARD/
EFFECTIVE DATE
10/01/2007

4. ORDER NUMBER

5. SOLICITATION NUMBER
HSCEMP07Q00004

6. SOLICITATION
ISSUE DATE
03/01/2007

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME
Michael Byrne

b. TELEPHONE NUMBER
b2Low

(No collect calls)

8. OFFER DUE DATE / LOCAL TIME

9. ISSUED BY CODE ICE/FPS/EACC

ICE/FPS/East CCG/Region 11/Group A
Immigration and Customs Enforcement
Federal Protective Service
Office of Acquisition Management
701 Market Street, Suite 4200
Philadelphia PA 19106

10. THIS ACQUISITION IS
 UNRESTRICTED OR

SET ASIDE

% FOR:

SMALL BUSINESS

EMERGING SMALL
BUSINESS

NAICS: 561612

HUB/ZONE SMALL
BUSINESS

SIZE STANDARD:
\$17.00

SERVICE-DISABLED VETERAN-
OWNED SMALL BUSINESS

8(A)

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
As Indicated On Each Call

13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE

As Indicated On Each Call

16. ADMINISTERED BY CODE ICE/FPS/EACCG/

ICE/FPS/East CCG/Region 11/Group A
Immigration and Customs Enforcement
Ofc of Acquisition Management - FPS
701 Market Street, Suite 4200
Attn: <<Enter Contract Specialist>>
Philadelphia PA 19106

17a. CONTRACTOR/
OFFEROR CODE 6152482340000 FACILITY
CODE

USEC SERVICE CORP
7531 LEESBURG PKE, STE 402
FALLS CHURCH VA 220432120

18a. PAYMENT WILL BE MADE BY CODE

As Indicated On Each Call

TELEPHONE NO.

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

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18b LOW
IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>GSA Contract #: GS-07F-9346S This BPA is issued against GSA contract GS-07F-9346S for Armed Guard Services in Washington, D. C. and Virginia. This constitutes acceptance of USEC technical and price proposals dated 19 April 2007 in response to Request for Quotation dated 1 March 2007 including Amendments 0001 through 0004.</p> <p>This BPA will remain in effect for up to five years. Specific periods will be identified in (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA

As Indicated On Each Call

26. TOTAL AWARD AMOUNT (If or Govt. Use Only)

\$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF. OFFER DATED 04/19/2007 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

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

31c. DATE SIGNED

Stephen Weyler Pres 9-21-07

Andrew Donahue 9/28/07

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>individual call orders issued hereunder.</p> <p>Accounting and appropriation data will be provided on individual call orders.</p> <p>Total amount of award: \$0.00. The total amount of obligation is shown in Block 26.</p> <p>It is intended to award this BPA in Fiscal Year 2007 with performance to commence in Fiscal Year 2008.</p> <p>Period of Performance: 12/01/2007 to 11/30/2008</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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

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

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

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

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

SECTION B – SCHEDULE OF SUPPLIES OR SERVICES

AREA 1: 4201 Wilson Blvd., Arlington, VA (Stafford Place I and II) and 2221 Jefferson Davis Highway, Arlington, VA (Crystal Plaza 6)

The Hours cited below are ESTIMATED annual quantities only.

The hourly prices quoted below must be inclusive of all direct costs, indirect costs and profit. Quoters must include ALL costs associated with providing the services described herein.

(See RFQ page 2 “Submission Requirements #4 Price” and RFQ Attachment #3 Additional Terms And Conditions “Invoice Requirements”).

Ordering Period One – 01 Dec. 2007 – 30 Sept. 2008 (or 60 days after award through 10 months thereafter)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0001	Armed Guard	b4	HR	\$ b4	\$ b4
0002	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0003	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Two – 01 Oct. 2008 – 30 Sept. 2009 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0004	Armed Guards	b4	HR	\$ b4	\$ b4
0005	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Two	.....	.....	.....	.....	\$ b4
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Three – 01 Oct. 2009 – 30 Sept. 2010 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0007	Armed Guards	b4	HR	\$ b4	\$ b4
0008	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Three	.....	.....	.....	.....	\$ b4
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Four – 01 Oct. 2010 – 30 Sept. 2011 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0010	Armed Guards	b4	HR	\$ b4	b4
0011	Supervisor	b4	HR	\$ b4	
Total Estimated Value Period Four	.....	.....	.....	.....
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Five – 01 Oct. 2011 – 30 Sept. 2012 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	\$ b4	b4
0014	Supervisor	b4	HR	\$ b4	
Total Estimated Value Period Five					
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____
 AUTHORIZED SIGNATURE: _____
 DATE: _____
 APPLICABLE GSA SCHEDULE CONTRACT#: _____
 GSA SCHEDULE CONTRACT EXP DATE: _____
 OPTIONS AVAILABLE THROUGH: _____

Ordering Period Six – 01 Oct. 2012 – 30 Nov. 2012 (or the 2 months directly following expiration of Ordering Period Five)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	b4	\$ b4
0014	Supervisor	b4	HR	b4	\$ b4
Total Estimated Value Period Five					\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	TBD

VENDOR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

APPLICABLE GSA SCHEDULE CONTRACT#: _____

GSA SCHEDULE CONTRACT EXP DATE: _____

OPTIONS AVAILABLE THROUGH: _____

AREA 2: 1441 L St. NW, Washington, D. C. (Imperial Bldg.) and 1801 L St NW, Washington, D. C.

The Hours cited below are ESTIMATED annual quantities only.

The hourly prices quoted below must be inclusive of all direct costs, indirect costs and profit. Quoters must include ALL costs associated with providing the services described herein.

(See RFQ page 2 "Submission Requirements #4 Price" and RFQ Attachment #3 Additional Terms And Conditions "Invoice Requirements").

Ordering Period One – 01 Oct. 2007 – 30 Sept. 2008 (or 60 days after award through 10 months thereafter)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0001	Armed Guards	b4	HR	\$ b4	\$ b4
0002	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0003	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Two – 01 Oct. 2008 – 30 Sept. 2009 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0004	Armed Guards	b4	HR	\$ b4	\$ b4
0005	Supervisor	b4	HR	\$ b4	
Total Estimated Value Period Two	.....	.....	.....	.....
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Three – 01 Oct. 2009 – 30 Sept. 2010 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0007	Armed Guards	b4	HR	\$ b4	\$ b4
0008	Supervisor	b4	HR	\$ b4	
Total Estimated Value Period Three	.....	.....	.....	.....
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Four – 01 Oct. 2010 – 30 Sept. 2011 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0010	Armed Guards	b4	HR	\$ b4	\$ b4
0011	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Four	.....	.....	.....	.....	\$ b4
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Five – 01 Oct. 2011 – 30 Sept. 2012 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	LOT	\$ b4	\$ b4
0014	Supervisor	b4	LOT	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....	.....	.....	\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____
 AUTHORIZED SIGNATURE: _____
 DATE: _____
 APPLICABLE GSA SCHEDULE CONTRACT#: _____
 GSA SCHEDULE CONTRACT EXP DATE: _____
 OPTIONS AVAILABLE THROUGH: _____

Ordering Period Six – 01 Oct. 2012 – 30 Nov. 2012 (or the 2 months directly following expiration of Ordering Period Five)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	LOT	\$ b4	\$ b4
0014	Supervisor	b4	LOT	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....			\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____
 AUTHORIZED SIGNATURE: _____
 DATE: _____
 APPLICABLE GSA SCHEDULE CONTRACT#: _____
 GSA SCHEDULE CONTRACT EXP DATE: _____
 OPTIONS AVAILABLE THROUGH: _____

AREA 3: 625 Indiana Ave. NW, Washington, D. C. (Indiana Ave. Bldg.) and 820 1st St. NW, Washington, D. C. (Union Central Plaza)

The Hours cited below are ESTIMATED annual quantities only.

The hourly prices quoted below must be inclusive of all direct costs, indirect costs and profit. Quoters must include ALL costs associated with providing the services described herein.

(See RFQ page 2 "Submission Requirements #4 Price" and RFQ Attachment #3 Additional Terms And Conditions "Invoice Requirements").

Ordering Period One – 01 Oct. 2007 – 30 Sept. 2008 (or 60 days after award through 10 months thereafter)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0001	Armed Guards	b4	HR	\$ b4	\$ b4
0002	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0003	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Two – 01 Oct. 2008 – 30 Sept. 2009 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0004	Armed Guards	b4	HR	\$ b4	\$ b4
0005	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Two	.....	.....	.....	.....	\$ b4
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Three – 01 Oct. 2009 – 30 Sept. 2010 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0007	Armed Guards	b4	HR	\$ b4	\$ b4
0008	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Three	.....	.....	.....	.....	\$ b4
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Four – 01 Oct. 2010 – 30 Sept. 2011 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0010	Armed Guards	b4	HR	\$ b4	\$ b4
0011	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Four	.....	.....	.....	.....	\$ b4
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Five – 01 Oct. 2011 – 30 Sept. 2012 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	\$ b4	\$ b4
0014	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....	.....	.....	\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____
 AUTHORIZED SIGNATURE: _____
 DATE: _____
 APPLICABLE GSA SCHEDULE CONTRACT#: _____
 GSA SCHEDULE CONTRACT EXP DATE: _____
 OPTIONS AVAILABLE THROUGH: _____

Ordering Period Six – 01 Oct. 2012 – 30 Nov. 2012 (or the 2 months directly following expiration of Ordering Period Five)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	\$ b4	\$ b4
0014	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....			\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

APPLICABLE GSA SCHEDULE CONTRACT#: _____

GSA SCHEDULE CONTRACT EXP DATE: _____

OPTIONS AVAILABLE THROUGH: _____

AREA 4: 200 C St. SW, Washington, D. C. (FOB 8)

The Hours cited below are ESTIMATED annual quantities only.

The hourly prices quoted below must be inclusive of all direct costs, indirect costs and profit. Quoters must include ALL costs associated with providing the services described herein.

(See RFQ page 2 "Submission Requirements #4 Price" and RFQ Attachment #3 Additional Terms And Conditions "Invoice Requirements").

Ordering Period One – 01 Oct. 2007 – 30 Sept. 2008 (or 60 days after award through 10 months thereafter)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0001	Armed Guards	b4	HR	\$ b4	\$ b4
0002	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period One	.....	.....	.....	.....	\$ b4
0003	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Two – 01 Oct. 2008 – 30 Sept. 2009 (or the 12 months directly following expiration of the Ordering Period One)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0004	Armed Guards	b4	HR	\$ b4	\$ b4
0005	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Two	.....	.....	.....	.....	\$ b4
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Three – 01 Oct. 2009 – 30 Sept. 2010 (or the 12 months directly following expiration of Ordering Period Two)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0007	Armed Guards	b4	HR	\$ b4	\$ b4
0008	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Three	.....	.....	.....	.....	\$ b4
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

Ordering Period Four – 01 Oct. 2010 – 30 Sept. 2011 (or the 12 months directly following expiration of Ordering Period Three)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0010	Armed Guards	b4	HR	\$ b4	\$ b4
0011	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Four	.....	.....	.....	.....	\$ b4
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	TBD

Ordering Period Five – 01 Oct. 2011 – 30 Sept. 2012 (or the 12 months directly following expiration of Ordering Period Four)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	\$ b4	\$ b4
0014	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....	.....	.....	\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____
 AUTHORIZED SIGNATURE: _____
 DATE: _____
 APPLICABLE GSA SCHEDULE CONTRACT#: _____
 GSA SCHEDULE CONTRACT EXP DATE: _____
 OPTIONS AVAILABLE THROUGH: _____

Ordering Period Five – 01 Oct. 2012 – 30 Nov. 2012 (or the 2 months directly following expiration of Ordering Period Five)

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	HR	\$ b4	\$ b4
0014	Supervisor	b4	HR	\$ b4	\$ b4
Total Estimated Value Period Five	.....	.....			\$ b4
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	TBD

VENDOR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

APPLICABLE GSA SCHEDULE CONTRACT#: _____

GSA SCHEDULE CONTRACT EXP DATE: _____

OPTIONS AVAILABLE THROUGH: _____

SECTION C – STATEMENT OF WORK

1. Introduction

The United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Federal Protective Service (FPS), has a requirement to provide Security Guard Services at various locations.

2. Background

FPS is a security and law enforcement branch of DHS/ICE. FPS is responsible for the security and protection of federally owned and leased locations, as well as the location's tenants and visitors.

Contract security guards have a crucial and highly visible role in FPS' mission. They are usually the first (and sometimes only) contact visitors have with FPS, and they are almost always the first line of defense in a federally controlled facility. Visitors and federal employees do not usually distinguish between FPS police officers and contract guards. To them, contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

2.1 Conferences and Meetings

Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, and the FPS Contracting Officer's Technical Representative (COTR) to schedule a post-award/pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Management Plan.

During the performance of the Contract, the FPS CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

3. Scope of Work

As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this Statement of Work (SOW). The Contractor shall perform in accordance with the standards of the contract and will be expected to work closely with FPS representatives throughout the duration of services.

3.1 Contract Performance

The place of performance for this order consists of various buildings in the Washington, DC metro area. Please see Attachment 2 for specific worksite locations, hours of operation, number of posts that must be staffed during hours of operation, and whether the posts are armed or unarmed.

4. Key and Non-Key Personnel

4.1 Special Requirements for Contract Managers (Key Personnel)

The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO and COTR by the time of the first meeting after BPA award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA. If the proposed CM does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed CM possesses the ability to effectively manage a security guard contract of the size and scope described in this BPA.

The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard contract/BPA of the size and scope described in this SOW.

This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.

4.1.1 Services Required- Contract Manager (Key Personnel)

The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the BPA. The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the BPA/Call or any other guard contract administered by FPS. The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the BPA requirements. The CM must completely understand the operational requirements of this BPA, including:

1. Functions of both the productive and supervisory staff
2. Location(s) of service
3. Method of operation and equipment required at each post
4. Contents of general and specific post orders

The CM should conduct regularly scheduled meetings with supervisory staff to continually evaluate security officer performance and review operational procedures.

The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.

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

The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW. Therefore, the Contractor shall factor all costs associated with providing a CM into their Offering prices (e.g., as overhead/G&A), as they will not be itemized or paid for separately by the Government."

4.2 Special Requirements for Supervisors

The Contractor shall submit a Key Personnel Resume(s) clearly detailing the individual's qualifications and demonstrating that the proposed Supervisor meets the requirements listed here to the CO or COTR by the time of the first meeting after BPA

award. The CO or COTR must approve the proposed supervisor(s) prior to working under the BPA. If the proposed Supervisor does not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Supervisor does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Supervisor to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Supervisor possesses the ability to effectively supervise a security guard contract of the size and scope described in the BPA. The CO must approve the proposed Supervisor prior to his/her assignment under this BPA.

Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.

The COTR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume shall be completed for each supervisor and a copy shall be provided to the COTR.

4.2.1 Services Required - Supervisor (Key Personnel)

The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.

Area Supervisors shall not simultaneously perform the duties of supervisor and productive security guard. Area Supervisors shall not provide relief breaks to productive security guards at any time while they are acting in a supervisory capacity.

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

The Contractor shall provide the level of supervision necessary to ensure that productive security guards:

Are properly trained;

Perform all duties as specified in accordance with the BPA and the (GSA Form 2580) (Security guard Post Assignment Record) for the security post assigned;

Are properly uniformed and present a neat and professional appearance as referenced in the Security Guard Information Manual (SGIM);

Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;

Possess all necessary permits, CPR and first aid certifications, credentials, etc., as required by the BPA or by local or state law.

The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the BPA. All supervisors shall be required to sign in on a Contract Security Guard Register Log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this BPA.

The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COTR for approval before the replacement personnel report for duty under this BPA."

4.3 Uniformed Guard (Non-Key)

To be eligible to perform under this task order, all uniformed guards and their supervisors must meet, to the satisfaction of the contracting officer's technical representative (COTR), the following requirements:

- Be a citizen of the United States of America.
- Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.
- Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
- Speak English fluently, read and comprehend written English, and compose coherent written reports in English.
- Possess a Social Security Card issued and approved by the Social Security Administration

Only DOL category Guard II security guards may be utilized to perform services under this BPA. All category Guard II security guards must be firearms qualified. Any attempt by the Contractor to compensate Guard II security guards at an hourly rate of less than that established for a Guard II during the performance of this BPA will be considered a breach of contract and will be grounds for termination for cause.

5. Suitability Determination/Entry on Duty Decision

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

Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

6. Suitability Adjudication

After award of the task order and prior to any contract employees being permitted to work as guards under the task order, the Contractor is responsible for ensuring that the contract employees receive formal suitability adjudication by FPS. Contractor suitability determinations are to be made in accordance with the criteria outlined in DHS MD 11055.

Once a prospective contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the FPS Capital Region's Suitability Section the following Government furnished forms for each contract employee, and shall notify the

COTR of the submission and provide the COTR with a list of the individuals that have been submitted for suitability determination. The forms to be submitted to the FPS Capital Region's Suitability Section include the following:

1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy)
3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy)
4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy)
5. Foreign National Relatives or Associates Statement (plus one copy)
6. Lautenberg Amendment Statement (plus one copy)
7. Drug Questionnaire (plus one copy)
8. Alcohol Questionnaire (plus one copy)
9. Financial Disclosure Report (plus one copy)
10. Non-disclosure Agreement (plus one copy)
11. Certified Proof of Birth (Birth Certificate, Passport)

Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting contract employees. (FPS Capital Region does not currently have the capacity to do fingerprinting.) Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and FBI to assist in determining the guard's suitability to work under a FPS task order/contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from two (2) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is four (4) to six (6) weeks and should plan paperwork submissions accordingly.

NOTE: Illegible or incomplete forms submitted by Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to FPS.

If FPS finds a contract employee to be unsuitable to work as a result of the suitability investigation under the task order, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the task order. Contractor employees that had previously received a suitability clearance and fail to pass follow-on suitability clearance shall immediately be removed by the Contractor. The contractor employee (security guard) may appeal the suitability determination to the FPS Headquarter Suitability Branch, and the Contractor should notify the COTR of any such appeals. However, in appeal cases the Contractor may proceed with the hiring process

at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service task order. This requirement also applies to contract employees whose unfavorable adjudication is pending appeal. Disqualifying information is listed in DHS-MD 11055.

Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the task order for 3 years, before a new suitability clearance must be issued. The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the contract after his/her suitability clearance has expired shall be removed from the task order until a new favorable suitability determination is made. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the final adjudication date. Paperwork may not be dated more than 60 days prior to final adjudication date.

Any investigation conducted by or for another federal agency on a Contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.

For employees cleared while employed under a predecessor FPS Guard contract/task order (providing the same services), the suitability determination made under the previous contract will carry over to the new task order, providing that the prior suitability clearance was processed in accordance with DHS-MD 11055, "Suitability Screening Requirements for Contractors." However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire. Contractors who have been investigated and approved by DHS components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are not eligible to work on follow-on contracts/task orders.

FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

7. Security Clearance Requirements

7.1 Background Investigations

The Government shall notify the Contractor of the required security classification of this contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.

IMPORTANT NOTE: Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

7.2 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 COTR may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.

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 immediately report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. 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 DHS Security Office and COTR must be notified of all terminations/resignations within 5 days of occurrence.

8. Personal Appearance and Grooming Standards

Security Officers shall be in uniform and comply with dress standards while on duty.

- All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

- Only conservative prescription eyeglasses may be worn with the uniform. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.
- Security guards shall not wear jewelry such as earrings, bracelets, chains, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.
- Guards may carry objects of religious significance that the individual's faith requires the individual to carry on his person, provided the object is worn discreetly – under the uniform whenever possible – and does not interfere with the wearing of the uniform. FPS will permit any guard authorized to carry a firearm to carry a kirpan of reasonable length, when worn discreetly under the uniform. A guard who carries the kirpan must notify his supervisor that he is carrying it, and should address any questions about the right to carry it to his supervisors, who are receiving specific guidance from FPS.
- At no time shall a contract employee display, or cause to be displayed, any Contractor insignia or logo while on duty without written approval of the COTR.
- Shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
- Hosiery shall be navy blue or black. Bare ankles and patterned stockings or socks shall not be permitted.
- Undershirts shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
- If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
- The face shall be kept clean shaven unless the individuals' faith requires the individual to wear a beard or wearing of a beard is authorized by the COTR if prescribed by a board-certified medical doctor for pseudofolliculitis barbae. Facial hair exceeding regulation length should be kept clean, trimmed and combed to present a tidy and professional appearance.
- Hair and/or wigs, for females, must be a natural hair color and kept to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
- Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not

interfere with the wearing of headgear and no decorations shall be worn in the hair.

- For males, hair length must not exceed the top of a shirt collar unless the individual's faith requires the individual to keep a longer style. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. Whenever possible, hair in excess of regulation length should be worn under a uniform hat or appropriate religious headgear. Religious headgear should be consistent with the colors of the duty uniform, should be no larger than required by an individual's religious requirements, and may be required to bear the insignia and other distinctive markings of the uniform for ease of emergency identification
- Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, constant in width (not flared), and with a horizontal clean-shaven end.
- Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.

NOTE: Requests for religious accommodations in regard to appearance and grooming as set forth above must be submitted through a security guard's supervisory chain in writing, and should briefly explain why the accommodation is requested.

Accommodations must be consistent with legal and constitutional standards and essential mission requirements, especially those affecting the safety of guards and members of the public. An accommodated religious practice must not suggest government endorsement of any particular faith, must not reasonably appear to propagate the individual's faith to members of the public, must not significantly undermine the public's confidence in FPS, must not create a significant risk to the safety of the guard or the public, and must not conflict with mission-essential job task requirements

9. Typical Duties

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

- Staff Entrance/Exit Control Posts
- Staff Roving Control Posts
- Prepare Reports and Maintain/File Records
- Monitor and/or Operate Security and Fire Systems
- Ensure Compliance with Building Rules and Regulations
- Maintain Physical Security, Law and Order
- Prevent and/or Detect Unauthorized Access
- Report Hazardous Conditions
- Respond to Emergencies

- Receive and Store Lost and Found Items
- Control, Issue, and Store Keys
- Provide Traffic Control
- Fly the United States Flag
- Provide Testimony in Official Legal Proceedings
- Assist in Responding to/Controlling Civil Disturbances
- Act as Primary Security Response (In outlying locations)

10. Medical and Physical Qualifications

The Contractor is responsible for ensuring that all uniformed employees working under the task order meet the medical requirements described below. **FPS will not grant waivers.** The Contractor, **not FPS**, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act (29 U.S.C. 791 et seq.).

11. Medical Examinations

The Contractor shall require all of its employees, who are prospective contract guards, to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician and documented on a Standard Form 78 (SF 78). The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the task order.

12. Drug Screening

Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/workplace or at: <http://wmcare.samhsa.gov>. The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; this list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

The COTR shall have the express right to request random urine drug screenings at any time during the term of the contract/task order. Random screenings shall be conducted by the COTR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's

choosing. The Contractor shall pay the employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

The COTR shall have the express right to request urine drug screenings where there is a reasonable cause by the Government to believe that the Contractor's employee(s) may be under the influence of or using illegal substances. Reasonable cause screenings shall be conducted in a similar fashion to random screenings, with the exception that the COTR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and no later than 1 working day of receipt of the written request. The Contractor shall pay the employee the normal hourly rate/salary for all time off given to the employee for taking the screening. Each screening shall follow the guidelines described in the Pre-Employment Screening paragraph above.

13. Reporting Time

The Contractor shall submit to the COTR no later than 5 working days after the last working day of each previous month, a spreadsheet of an approved format that details the actual hours performed for each guard post during the month. The report shall be certified by the Contractor for accuracy. The on-site supervisor may submit and certify the report as accurate if the Contractor has authorized them to do so in writing.

13.1 Limitation on Labor Hours to be provided by Individual Employees

No productive guard shall provide more than 12 hours of service on one or more contracts in any 24-hour period, unless the work periods are separated by an 8-hour non-duty period.

The limitation on hours may be verbally waived by the COTR in emergency situations which are beyond the control of the Contractor (e.g., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.)

13.2 Additional Contract Line Item for Temporary Additional/ Emergency/Contingency Guard Services and Liquidated Damages

The Contractor shall be required to maintain, at all times, an on-call reserve force. The reserve force shall be of sufficient size to accomplish all Temporary Additional/Emergency/Contingency Guard services enable the Contractor to provide post coverage in the event of scheduled or unscheduled contractor security guard absences. All reserve security guards must meet the minimum qualification standards required in this BPA before working any post under this BPA.

The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after BPA award.

This RFQ includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.

Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any Temporary Service performed within 72 hours of the notification to initiate such service. The contractor will compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.

The temporary additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for services. Should a continuing need for additional service arise, a contract modification will be issued by the Government to provide those services.

In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency /Contingency labor rate.

14. Contractor's Personnel Filing System

The Contractor shall maintain personnel files on-site for all employees who work under this contract. Files shall be maintained at either the CM's on-site office or the Contractor's regional corporate office. Each guard's file must contain the following information:

1. Application for employment, including DHS 176, FD 258, resume or detailed prior work history and references;
2. Results of all criminal history checks obtained by the Contractor;
3. U.S. Citizenship and Immigration Services Form I-9 *Employment Eligibility Verification* (OMB No. 1115-0136);
4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;

6. Records of all basic and refresher training attendance and, where required, test scores;
7. Records of all firearms training and qualification scores, where required by the contract;
8. Records of all successfully completed Government-provided training;
9. A copy of most recent CPR, First Aid, and AED certification card;
10. A copy of most recent Medical Evaluation (SF 78);
11. Results of all drug screenings administered (both pre- and post- employment);
12. A copy of DHS-3527 (certification card);
13. A copy of all firearm licenses and certifications required by state and local regulations;
14. Records of guard's suitability information (including date current suitability expires);
15. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the contract;
16. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this contract; and
17. A copy of any National Security Information clearance issued, where required by this contract (i.e., Secret/Top Secret).

The CO or COTR shall have the express authority to review any contract employee's file at any time during the course of the contract.

The CO or COTR can request, at any time during the course of the contract, a spreadsheet or other tracking system that clearly details the status of all contract employees pertaining to contract requirements.

False statements, certification, or falsification of any documents required in this contract by the Contractor, CM, or any contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

15. Identification/Building Pass

If a controlled personnel identification system is used by a tenant agency at a site where the employees are assigned for duty, the tenant agency will provide the employees with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the contract, whichever comes first.

16. Use, Accountability, and Care of Contractor Furnished Property

The Contractor shall furnish and maintain in acceptable condition, at no cost to employees, all items of uniform and equipment necessary to perform work required by the Contractor. The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this order.

16.1 Communications Equipment

The contractor shall provide any and all communications equipment that it deems necessary to ensure Contractor availability on a 24-hour basis. This equipment may include two-way mobile and portable wireless radio equipment, radio base, relay, and repeater equipment, radio equipment accessories (i.e. external speaker/microphones, batteries, rechargeable batteries, battery chargers, antennas, etc.). The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of any radio equipment over DHS approved frequencies. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies.

17. Firearms and Ammunition

Firearms meeting the specifications set forth in Attachment 7 hereto shall be furnished by the Contractor to equip each armed guard and supervisor. All weapons and associated ammunition shall be stored in contractor provided storage which meets all safeguard standards established by the Government.

The Contractor must be able to account for all firearms at all times. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, at the beginning of each shift. The COTR will provide an ample supply of the Form 1051.

The Contractor shall provide a list of serial numbers of all firearms that will be used or stored on the premises to the COTR prior to the task order start date. The list shall be kept current; the Contractor must document and forward any changes to the COTR within 1 week of the change.

In the event that a firearm is fired, lost or stolen, the Contractor shall notify the FPS Megacenter immediately and shall relate all the particulars known regarding the loss or theft of the weapon. Additionally, the Contractor shall provide a detailed written report to the COTR within 1 week of the incident, including the date and time of the incident. The Contractor shall also notify the COTR of the serial number for the replacement weapon.

Firearms shall always be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. A contractor-supplied clearing barrel shall be provided in the designated area for

this purpose.

17.1 Weapons Training and Qualification

The Contractor is responsible for providing 40 hours of weapons training prior to sending the contract employees to a firing range for the initial range qualification session. Of the 40 hours, 32 hours will be actual training/shooting time on a firing range. For the purposes of this contract, the Government requires that each contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. Even unarmed guards must be capable of being armed, so contractor personnel that do not meet the requirements for being armed shall not be permitted to work as unarmed guards.

A contract employee may take the firearms range re-qualification 2 times within a 30-day period. However, before the test can be taken a second time the Contractor must provide a minimum of 8 hours of remedial training. After failing the second test, range re-qualification may not be attempted for a period of 6 months. The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable contract employees to annually re-qualify on the course.

Any contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed using the weapon specified in this contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. NOTE: Prior successful training completion by the contract employee shall not exempt the contract employee from the annual range qualification requirements.

Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) must be conducted using current FPS targets only. The targets are inexpensive and are readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets.

Annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee's ability to pass the Federal Law Enforcement Training Center practical course with a passing score. However, the Contractor shall be liable for ensuring that all contract employees receive the training or range time necessary to successfully re-qualify on the practical course on a semi-annual basis.

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

FPS Law Enforcement Personnel, weapons instructor, or trained representative must witness the firearms qualification for each contract employee to ensure that each contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the FPD Capital Region Training Section to schedule range qualifications at a mutually acceptable date and time. The COTR shall be notified of the scheduled training dates. Firearms qualifications that are not witnessed by an FPS firearms trained employee will not be deemed acceptable for the purposes of this task order.

The Contractor must provide the necessary weapons and ammunition for training and qualifications. The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to an FPS Training Center, if an FPS Training Center is used to conduct range qualifications. All Contractor-provided weapons used for qualifications of contract employees shall be inspected and approved by an FPS Training Instructor prior to use on any Government firing range. No contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

17.2 Minimum Age for Firearms Licensing

Notwithstanding the minimum age requirement, the Contractor must follow Federal, state and/or local licensing requirements for contract employees. In most areas the minimum age requirements for armed security guard personnel is 21 years of age. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the contract's stated acceptable minimum age.

18. Uniforms

The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of FPS officers. All guards performing under this order shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

19. Regulations, Handbooks, and Other Applicable Documents

FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed

by the Contractor are listed in the attachments/exhibits. Supplementary regulations which are provided to the Contractor by the COTR or their authorized representative shall also be in effect and will be incorporated by modification to the task order.

20. CPR/First Aid Training

The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR and First Aid training to all employees assigned to work under this task order. CPR training and certification shall be valid for a period of 1 year. Upon the one-year expiration of the CPR certification, each employee must become re-certified. Recertification training shall be a minimum of 6.5 hours and cover adult, pediatric, and infant CPR procedures. While expressing no preference for a CPR training provider, the Government requires that each CPR course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques.

If the Contractor is uncertain as to whether a training provider is acceptable, the COTR can provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

No employee shall be permitted to work under this task order without valid CPR or First Aid certification credentials.

21. Security Guards (Productive and Supervisory)

All productive and supervisory security guards working under this contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees’ use, at no cost to the Government. The SGIM should be provided to Contractor’s employees on the first day of their basic training course.

	TRAINING COURSE (i) AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Initial	Article II. Basic Training – 64 Hours	Article III.	(i) XXX
	Article IV. FPS Orientation and Magnetometer/ X-Ray training – 16 Hours	(i) XXX	(ii)

	TRAINING COURSE (i) AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
	Weapons Training – 40 Hours	(iii)	(iv) XXX
	CPR, AED, and First Aid Training and Certification	(v)	(vi) XXX
Recurring	Annual CPR and AED Training and Certification		(viii) XXX
	Biannual First Aid Training and Certification		(ix) XXX
	Re-certification Training – 40 Hours (Every 3 years)		(x) XXX
	Annual weapons Qualification	(xi)	(xii) XXX

Basic training, FPS “orientation” training, Written Exam, Magnetometer/X-Ray training, and current FPS Basic Firearms Training are “one time only” courses, meaning that they do not have to be taken again during the contract term once they are successfully completed by the Contractor’s employees. However, additional training may be required on Magnetometer/x-ray if/when the equipment or technology is changed. Training certifications, excluding FPS Orientation, are transferable to other FPS security guard service contracts; provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor contract. The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. The written examination is based entirely upon the SGIM.

Current FPS basic annual firearms re-qualification does not require specific additional training; rather, it involves the contract employee’s ability to pass the current FPS firearms qualification standards, as established by the Federal Law Enforcement Training Center. However, the Contractor shall be responsible for ensuring that all contract employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis, at no additional cost to the Government.

Each contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within 3 years of the previous (basic or refresher) training conclusion date.

22. Written Examination

Upon the contract employees’ completion of the Basic Training and a favorable pre-employment suitability and Recertification Training, the Contractor must schedule a Government-administered written examination with FPS that will test their employees’

familiarity with and understanding of the information contained in the SGIM after the contract employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

If a contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the contract employee fails after the second attempt, s/he must wait 1 year to re-train and re-take the examination and will not be permitted to work under any FPS contract during that one-year waiting period. If a contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait 1 year to re-train and re-take the examination and will not be permitted to work under any FPS contract during that one-year waiting period. After the 1-year suspension period has expired, the guard is considered a new hire.

IMPORTANT NOTE: No waivers will be granted regarding the testing policies and procedures stated above.

23. FPS-Specific Training

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

24. Failure to Attend Government Provided Training

The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.

An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours advanced notice or an acceptable excuse. Acceptable excuses are medical emergencies of the security guard and the security guard's immediate family (spouse, children, and parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable

excuse. COTRs will recommend if absences are excused or unexcused and the Contacting Officer will make the final determination.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the COTR as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the Contractor being placed under an unexcused absence situation.

The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the security guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the contract may be seriously delayed by the unexcused absence(s).

25. Contractor Obligation to Obtain All Required Licenses and Permits

Prior to the task order start date, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:

- Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm certificate or permit while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained.
- Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the order. Copies of all insurance must be provided and approved by the CO before the commencement of work. An updated insurance certificate is required each time a contract option is exercised.

Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the execution of the order. The Contractor shall complete and certify a written record that shows names and issue dates for each employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all contract work. The Contractor shall provide an updated record to the Government upon

the CO's or COTR's request.

26. Security Management

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

The COTR and the DHS Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract.

27. Guard Post Assignment Record (GSA Form 2580)

Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS, for all shifts on each post. Except for emergencies, the guards cannot make any deviations from the duties prescribed in the Form 2580. The COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the task order cost.

28. Contractor Access to Classified Information

DHS has determined that the performance of this contract requires that the Contractor requires access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

If access to classified information is required, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.

The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least 30 days prior to the contract start date.

If access to classified information is required, the Contractor must possess a TOP SECRET facility clearance consistent with the NISPOM prior to contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the contract for the convenience of the Government.

29. Contractor Obligation to Obtain GSA Certification Cards for All Uniformed Guards

Prior to working under the order, every uniformed guard (whether productive or supervisory) must possess a valid Certification Card (GSA Form 3527 or equivalent). The Certification Card is evidence that the guard has: received a favorable adjudication from FPS; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a contract security guard. GSA Certification cards will be issued out of the National Capital Region (NCR) Office

30. Quality Control

30.1 Contractor-Provided Quality Control Plan

The Contractor shall develop and adhere to a Quality Control Program. The Contractor shall maintain a file of all inspection reports related to the task order and shall make those reports available to the COTR upon request. The COTR may also request a copy of each inspection report to be forwarded on a monthly basis. The Contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. The Quality Control Plan shall be provided as a deliverable at the Post-Award Meeting

31. Contract Transition

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

The Government will provide the Contractor with the names, social security numbers, and anniversary dates of all employees working under the predecessor contract as soon as is feasible after contract award. The Service Contract Act does not require the predecessor contractor to provide this information earlier than 10 days prior to the

predecessor contract ending date; however, the Government will request cooperation by the predecessor contractor to provide this information upon award of this contract.

The contractor shall provide a Transition Management Plan at the Post Award Meeting that addresses the following:

1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory and maintenance plan,
4. Weapons security and maintenance plan,
5. Ammunition management plan,
6. A plan for establishing a reserve force and the current status of staffing levels,
7. A progress report on obtaining permits, licenses, and registrations,
8. A status report on submitting applications for personnel clearances,
9. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

32. Phase-Out of Contract and Continuity of Services

The Contractor must recognize that services under this contract are vital to the Government and must be continued without interruption. Upon contract expiration, a successor Contractor may continue such services. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Government will request and the Contractor shall provide the names, social security numbers, and anniversary dates of all employees when a new solicitation for follow-on services is developed.

33. Deliverable Schedule

The Contractor must provide deliverables as required by the COTR and as specified in the task order for review and acceptance.

Deliverable	Due Date
Transition Management Plan	Post Award Meeting
Labor-hours Spreadsheet	Five working days after end of month
GSA Form 139	As required
Firearms Incident Report	7 Days after Incident
Firearms Inventory	As Required
Firearms Cabinet	Post Award Meeting
Uniforms	Post Award Meeting
Quality Control Plan	Post Award Meeting
Bonds, Insurance	Post Award Meeting

Deliverable	Due Date
Training Schedule	As required
Security Clearance Package	As Required
Invoices	With Labor-hour Spreadsheet

Note: The Post Award/Pre-Performance Meeting shall take place on a mutually agreeable date not to exceed ten working days after award of the BPA. One copy of the Transition management plan and Quality Control Plan shall be provided to the Contracting Officer on a CD in Word Format on or by the date of the Post Award/Pre-Performance Meeting.

The Government will have 30 working days to review and provide comments to the Contractor prior to acceptance of all deliverables. The Contractor must then respond 10 working days after receipt of Government comments. Two hard copies and one electronic version of all deliverables must be submitted to the COTR for review and approval. For presentations and or briefings the Contractor must use Power Point, Word, Excel, or any other mediums requested by the COTR.

SECTION I -- ADDITIONAL TERMS AND CONDITIONS

A. CLAUSES INCORPORATED BY REFERENCE

RESULTANT BPA(s) SHALL INCORPORATE BY REFERENCE ALL CLAUSES, TERMS AND CONDITIONS, CONTAINED IN GSA SCHEDULE 84.

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS

The Contractor agrees to comply with the following clauses incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the letter contract is issued applies otherwise stated herein. The following clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>
HSAR 3052.211-70	Index for Specifications
HSAR 3052.215-70	Key Personnel or Facilities
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility
HSAR 3052.228-70	Insurance
HSAR 3052.237-70	Qualification of Contractor Employees
HSAR 3052.242-71	Dissemination of Contract Information

FAR 52.212-1	Instructions to Offerors—Commercial Items (Jan 2006)
FAR 52.212-4	Contract Terms and Conditions – Commercial Items
FAR 52.223-5	Pollution Prevention and Right-to-Know Information. (Aug 2003)
FAR 52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
FAR 52.237-3	Continuity of Services (Jan 1991)
HSAR 3052.204-70	Security Requirements for Unclassified Information Technology Resources
HSAR 3052.215-70	Key Personnel or Facilities
HSAR 3052.237-71	Information Technology Systems Access for Contractors
HSAR 3052.237-72	Contractor Personnel Screening for Unclassified Information Technology Access
HSAR 3052.242-72	Contracting Officer's Technical Representative
HSAR 3052.245-70	Government Property Reports

FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

- (iii) Alternate II (June 2003) of 52.219-5.
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

(28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

(29) 52.232-22, Limitation of Funds (APR 1984)

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated

in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for

commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8- Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

FAR 52.228-5 - Insurance—Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

FAR 52.252-2 - Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.Arnet.gov

[Insert one or more Internet addresses]

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates [DEC 2003]

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

“Expanded Affiliated Group” means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code),

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DHS, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of a solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer.

The disclosure shall include a full description of the conflict, a description of the action the contract has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government. (End of clause)

HSAR 3052.211-70 Index of Specifications [DEC 2003]

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern. (End of clause)

HSAR 3052.215-70 Key Personnel or Facilities [DEC 2003]

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: (specify key personnel or facilities)

**HSAR 3052.222-70 Strikes or Picketing Affecting Access to a DHS Facility
[DEC 2003]**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

HSAR 3052.228-70 Insurance. [DEC 2003]

In accordance with the clause entitled "Insurance – Work on a Government Installation" [or Insurance – Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

HSAR 3052.237-70 Qualifications of contractor employees. [DEC 2003]

- (a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

- (b) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- (d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- (e) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**HSAR 3052.237-71 Information Technology Systems Access for Contractors.
[DEC 2003]**

- (a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Representative (COR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.

- (b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.
- (c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).
- (d) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use of access.

HSAR 3052.242-71 Dissemination of Contract Information [DEC 2003]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

HSAR 3052-242-72 Contracting Officer's Representative [DEC 2003]

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.
- (b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer

B. CLAUSES INCORPORATED IN FULL TEXT

1. 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES [DEC 2003]

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

“Inverted Domestic Corporation.” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group, which after the acquisition includes the entity, does not have substantial business activities in the foreign country

in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

“Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity, which is sold in a public offering, related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships, which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;

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

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

(f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

2. 3052.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (NOVEMBER 2004) (DEVIATION)

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 USC sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual: or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 USC section 552a; and,

(ii) if provided by the government to the Contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites and internet sites.

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed

by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this required is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

INVOICING PROCEDURES

All invoices shall be submitted via one of the following three methods:

a. By mail:

DHS, ICE
 Burlington Finance Center
 P.O. Box 1279
 Williston, VT 05495-1279
 Attn: FPS Region 11 Invoice

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

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's 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 FPS on or after January 29, 2006 to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the “PJ” number) on the submitted invoice.

In accordance with BPA Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), 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 (to include Bldg # and Post#), quantity (i.e. # of hours), unit of measure, unit price (i.e. Guard Hourly Rate) and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)

(x) Electronic funds transfer (EFT) banking information.

(xi) Requisition Number (a.k.a. “ACT” or “PJ” number)

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

A sample invoice with the required information is listed below as follows:

SAMPLE INVOICE

Company Name and Address	Taxpayer ID Number: 00000	DUNS Number: 0000000000	Date of Invoice: 10/01/06
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Customer: DHS/ ICE/FPS 800 N. Capitol DSt. NW Washington, DC 20536		Mail Invoice to: DHS, ICE Debt Management Center P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Region 11 Invoice		Invoice Number: 0000 Period of Performance : 9/1/06- 9/30/06
Contract Number: HCEMP-06-C- XXXX FFMS Document Number: PJRW00XXX				Terms: Net 30
Contract Specialist: Ms. XXXX Email Address: XXX@dhs.gov Telephone Number: (202) 000-0000	COTR: Ms. OOO Email Address: OOO@dhs.gov Telephone Number: (202) XXX-XXXX			
Contract Line Item Number (CLIN)	Quantity & Unit of Issue	Description/Loc ation (Including Bldg. number)	Unit Price	Total Amount
		ABCEDF St. Washington, DC Bldg: DC000ABC		
0001	Post 1			
	1000 hours	Productive Armed Guard Service	19.00	\$19,000.00
0002	Post 2			
	100 hours	Productive Unarmed Guard Service	19.00	\$1,900.00
0003	Post 3			
	10 hours	Supervisory	\$20.0	\$200.00

		Guard Service	0	
	Total Amount			\$2,1100.00
	Make checks payable: Company Name and Address CCR: XXXXXXXX Bank Routing Number: 0000000000	Contact Ms. XXXX, Contract Administrator, at (202)XXX-XXXX in the case of a defective invoice.		
Certification:	<p><i>I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.</i></p> <hr/> <p><i>Contracting Officer's Technical Representative Date</i></p>			

Payments

Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of guard service and Government acceptance of services;
- (2) After receipt of a proper invoice;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for

the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The budget office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

- (c) It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work.
- (d) The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the contract(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Submission of false invoices shall be subject to contractual and legal actions.
- (e) To verify the monthly payment for productive man-hours, the Co's designated representative may compare the man-hours required in the contract with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, if the contract required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.
- (f) Any inquiries regarding payment shall be directed to the Contracting Officer.

SECTION J – ATTACHMENTS

ATTACHMENT I – EXHIBITS

ATTACHMENT II – APPLICABLE COLLECTIVE BARGAINING AGREEMENTS

ATTACHMENT III – CONTRACT GUARD FIREARM SPECIFICATIONS

ATTACHMENT IV – DOL WAGE DETERMINATION 2005-2103 (REV. 2)

ATTACHMENT 1 EXHIBITS

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief
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b2High, b7e

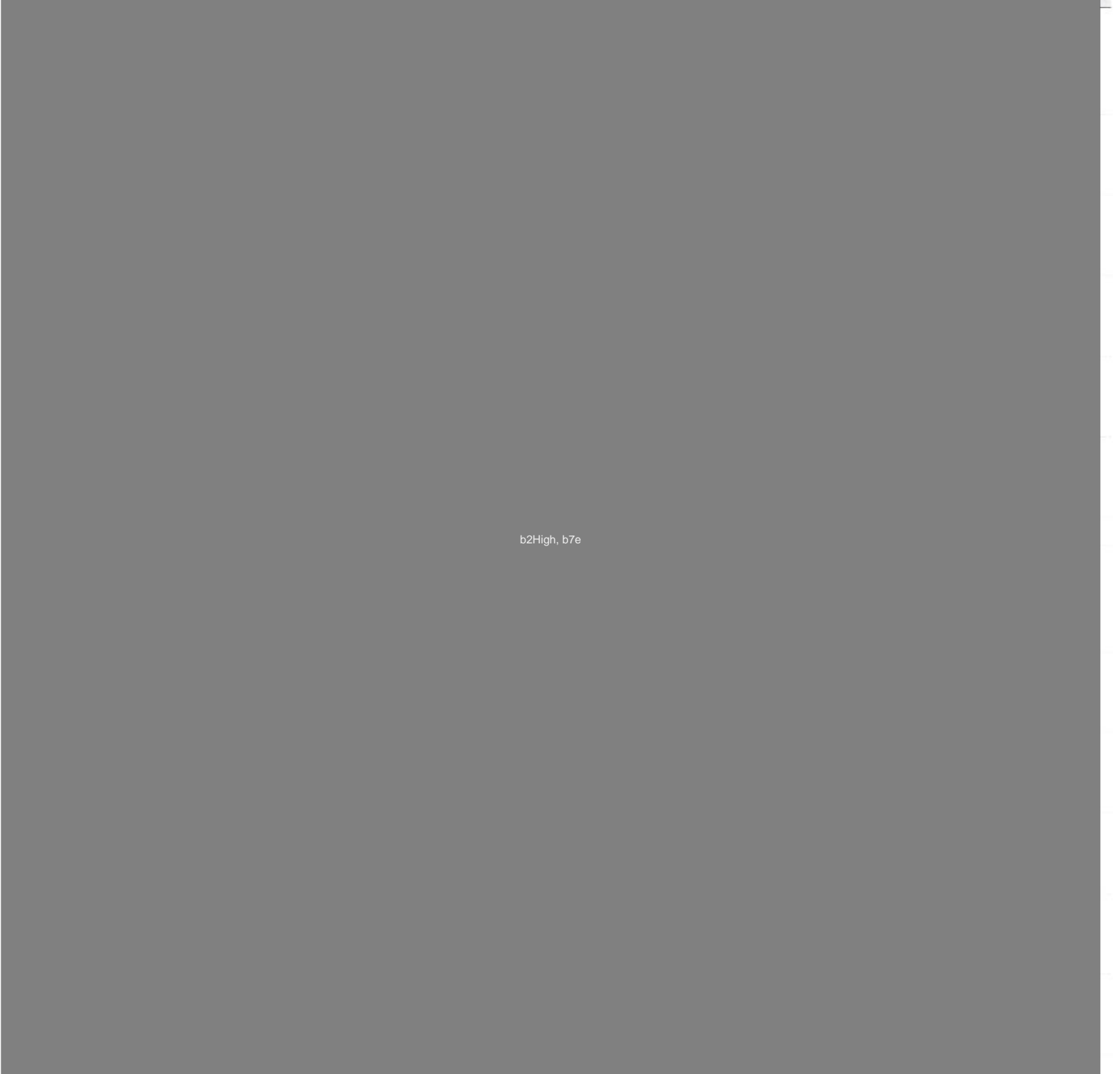
Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract. The Contractor must provide a replacement guard for each employee on an authorized break. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute lunch break shall also be provided to those individuals. All guards working a 6-hour shift shall be provided a paid 15-minute break and 30 minute unpaid lunch break.

Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicated herein must be included in your offer. Copying, dissemination, or distribution of these drawings, plans, or specifications to unauthorized users is PROHIBITED. Do not remove this notice.

Properly Destroy documents when no longer needed. (Note: Current Contract #HSCEMP06F00002)

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief
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b2High, b7e

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief
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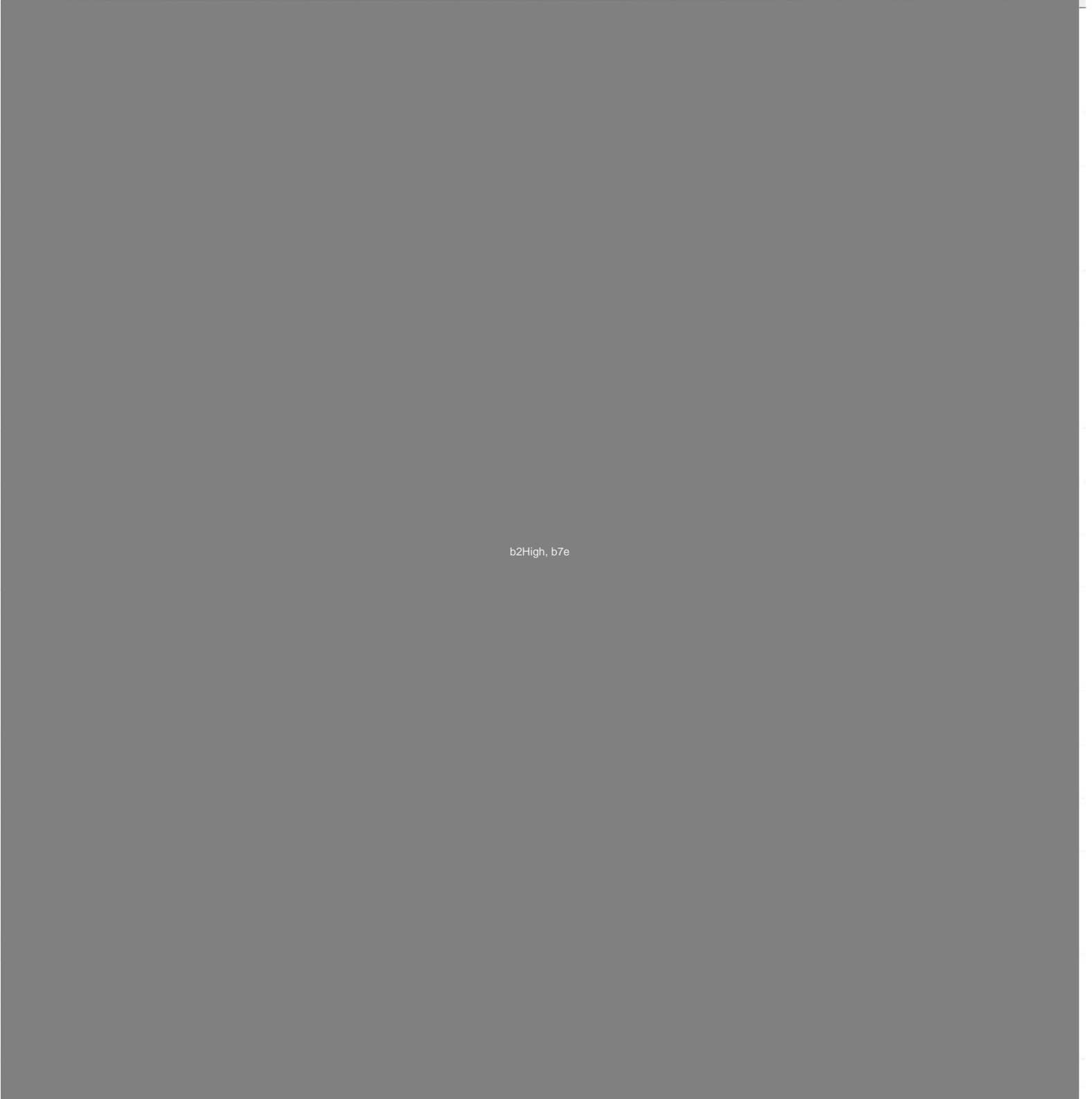


b2High, b7e

Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract. The Contractor must provide a replacement guard for each employee on an authorized break. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute lunch break shall also be provided to those individuals. All guards working a 6-hour shift shall be provided a paid 15-minute break and 30 minute unpaid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicated herein must be included in your offer. Copying, dissemination, or distribution of these drawings, plans, or specifications to unauthorized users is PROHIBITED. Do not remove this notice. Properly Destroy documents when no longer needed. (Note: Current Contract #HSCFEMP06F00003).

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief
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b2High, b7e

Building #	Bldg. Name	Building Address	Post #	Post Description	Post Location	Armed/Unarmed	Start Time	End Time	Hrs Per Day	Performance Days	Security Clearance	Relief
b2High, b7e												

Where indicated, relief periods (lunch, breaks, etc.) are authorized by Contract. The Contractor must provide a replacement guard for each employee on an authorized break. Unless otherwise specified, patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8-hour shift shall be provided a paid 15-minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4-hour period. A 30-minute lunch break shall also be provided to those individuals. All guards working a 6-hour shift shall be provided a paid 15-minute break and 30 minute unpaid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicated herein must be included in your offer. Copying, dissemination, or distribution of these drawings, plans, or specifications to unauthorized users is PROHIBITED. Do not remove this notice. Properly Destroy documents when no longer needed. (Note: Current Contract #HSHQCEMP05F00013).

ATTACHMENT 2
APPLICABLE COLLECTIVE BARGAINING AGREEMENTS

The applicable collective bargaining agreements will be made available via a separate electronic file.

ATTACHMENT 3 CONTRACT GUARD FIREARM SPECIFICATIONS

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

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

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

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

The following pistols are recommended:

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

Ammunition type is authorized:
124 grain Jacketed Hollow Points.

Recommended Brands

Federal
Speer
Winchester
Remington

**ATTACHMENT 4
DOL WAGE DETERMINATION 2005-2103 REV(2)**

05-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL
WD:05-2104

REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

By direction of the Secretary of Labor
William W. Gross
Director
Division of Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 2
Date of Revision: 11/07/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, 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	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72

01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
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	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
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	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
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	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15

12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
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	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10

23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
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	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.12
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	19.17
23530 - Machinery Maintenance Mechanic	21.46
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	20.36
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	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
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	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
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 Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	

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 (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
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	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
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 Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 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: 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 FOLLOWING 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:

An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 6pm and 6am. 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 DIFFERENTIAL: 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, 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 ordnance, (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 ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, 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 link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service 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.



U.S. Immigration and Customs Enforcement

MEMORANDUM

To: Raysean Clark
From: Andrew Donahue, Contracting Officer

A handwritten signature in black ink, appearing to read "Andrew Donahue", written over the "From:" line.

Date: Oct. 1, 2007

Subj: APPOINTMENT CONTRACTING OFFICER 'S TECHNICAL REPRESENTATIVE (COTR)

1. You are formally appointed as the Contracting Officer's Technical Representative (COTR) for contract HSCEEC-08-A-00001, Armed Guard Services in Virginia and Washington, D. C. Written modifications to the contract will be forwarded to you as they occur.

2. As the COTR, you are authorized as my direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COTR, you **shall:**

- a) Complete and file with the ICE Ethics Office and OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment and annually thereafter until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), 425 I Street, NW, Room 6040, Washington, DC 20536. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.
- e) Coordinate with the program office, actions relating to funding and changes in the scope of work.
- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.

- g) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and assuring prompt inspection and acceptance or rejection of other deliverable items.
- h) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information.
- i) Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.
- j) Inform the Contracting Officer in writing when a contractor is known to be behind schedule, with reasons therefore, and coordinating with Contracting Officer corrective action necessary to restore the contract schedule.
- k) Provide the Contracting Officer with a copy of Government contractor conference reports and correspondence. Coordinate with the Contracting Officer on the content of any contractually significant addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.
- l) Request the Contracting Officer authorize Government furnished property and, when requested by the Contracting Officer, provide disposition advice on Government-furnished property or contractor acquired property.
- m) Monitor contract financial management controls.
- n) For a contract having a period or delivery due date of one year or less- promptly (but no later than 10 Government working days) evaluate the contractor's performance upon completion of all contractual requirements.
- o) For a contract having a period of performance or delivery due date greater than one year- but the exercise of the option is not involved – (1) promptly (but no later than 10 Government working days) evaluating the contractor's performance upon completion of all contractual requirements.
- p) For a contract having a period of performance or delivery due date greater than one year - and having one or more options – (1) no later than 30 calendar days prior to the planned exercise date of an option, evaluation the contractor's performance; and (2) evaluating the contractor's performance promptly (but no later than 10 Government working days) upon completion of all contractual requirements.
- q) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the Contracting Officer and proper DHS Office.
- r) Review and submit recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor.
- s) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).

- t) Ensure the contractor the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.
- u) Ensure that the proper DHS offices are notified or departing contractor employees during contract performance and at contract conclusion collection of badges, cancellation of systems access and security clearances.
- v) Recommend approval or disapproval to the Contracting Officer, concerning a contractor's request for public release regarding work being performed under the contract.
- w) Notify the Contracting Officer of inventions by the contractor during the performance of the contract.
- x) Provide the Contracting Officer with a formal request for termination, when required.
- y) Evaluate contractor request for travel.
- z) Review the contractor's invoices/vouchers to ensure that they reflect accurately the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices/ vouchers to the Dallas Finance Center and copies to the Contracting Officer in a timely manner.
- aa) Respond to requests for information relating to contract closeout support, including furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion.

3. The Contracting Officer's Technical Representative's (COTR'S) **shall not**:

- a) Make commitments or promises to contractors relating to award of contracts.
- b) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
- c) Write contract requirements around the product or capacity of one source.
- d) Solicit proposals.
- e) Modify the stated terms and conditions of the contract.
- f) Direct a contractor to begin work prior to contract award date (or Notice to Proceed letter).
- g) Issue instructions (oral or written) to a contractor to start or stop work.
- h) Approve items of cost not specially authorized by the contract.
- i) Direct changes (oral or written) or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be

misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of or the benefits to the Government, the contract, or both.

- j) Execute supplemental agreements to the contract.
- k) Participate in negotiations with a contractor outside the presence of a Contracting Officer.
- l) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.
- m) Take any action with respect to termination, except to the Contracting Officer that the action is desired and assist with the process as required.

4. You shall notify the Contracting Officer promptly of:

- Any violation of, or deviation from, the technical requirement of the contract/order;
- Inefficient or wasteful practices in use by the contractor;
- Any requests for changes from the contractor;
- Issues that require clarification or resolution;
- Inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
- Any circumstances that prevent you performing your COTR responsibilities.

5. Your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

- (1) Do not ask the contractor to change the description of services to be performed, the time of performance, or the place of performance for services.
- (2) Do not ask the contractor to change the specifications, the shipping method, or the place, method, or time of delivery for products.
- (3) Do not supervise the contractor's employees: Treating the contractor's employees as if they were Federal Government employees is supervision under the Office of Personnel Management Regulations.

6. Your actions as the COTR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with the contractor must be beyond reproach. The Department of Homeland Security requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

7. Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority.

8. You are required to acknowledge receipt of this appointment by completing the final page and returning it to the Office of Procurement. If you have any questions or problems, please feel free to contact the Contracting Specialist, M. D, Byrne, at (215) [REDACTED]

Attachments:

1. – COTR Certificate of Eligibility (Issued by Samuel Thompson, ICE (202 [REDACTED]) [REDACTED])
2. – Department of Homeland Security, Management Directive 0780
3. – ICECAP 0408.01.07 – Contracting Officer Technical Representative (COTR) Roles, Responsibilities, and Requirements
4. - OGE-450 – Confidential Financial Disclosure Report (Copy on file)

Copy to: Robert Yingling