

Company Name:
DTM Corporation

Contract Number:
GS-07F-0335M (GS07F0335M)
HSCEEC-08-A-00005 (HSCEEC08A00005)

Solicitation Number:
HSCEMP-07-Q-00003 (HSCEMP07Q00003)

Period of Performance:
1/4/2008 through 1/3/2009

Services Provided:
Providing Armed Guard Services at Federal Building 2, 4301 Suitland Road, Suitland, Maryland (MD); Census Building, 4600 Silver Hill Road, Suitland, Maryland; Greenbelt Social Security Administration (SSA) 7401-C Forbes Boulevard, Seabrook, Maryland.

2. CONTRACT NO. HSCEEC-08-A-00005
 3. AWARD/EFFECTIVE DATE 11/05/2007
 4. ORDER NUMBER _____
 5. SOLICITATION NUMBER HSCEMP-07-Q-00003
 6. SOLICITATION ISSUE DATE 03/01/2007

7. FOR SOLICITATION INFORMATION CALL: **Christopher Kelly**
 a. NAME
 b. TELEPHONE NUMBER (No collect calls) 215 b6
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE ICE/FPS/EACC
 ICE/FPS/East CCG/Region 11/Group B
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 701 Market Street, Suite 4200
 Philadelphia PA 19106
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 NAICS: 561612 HUBZONE SMALL BUSINESS
 SIZE STANDARD: \$17.00 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION 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 B
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 701 Market Street, Suite 4200
 Attn: Chris Kelly
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR CODE 8442786840000 FACILITY CODE _____
 DTM CORPORATION
 1320 FENWICK LANE, STE. 700
 SILVER SPRING MD 209103557
 18a. PAYMENT WILL BE MADE BY CODE _____
 As Indicated On Each Call


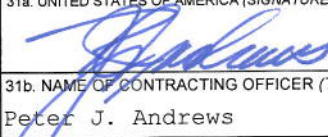
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-0335M This BPA is issued against GSA Contract # GS-07F-0335M for Armed Guard Services at: 1) Federal Bldg 2, 4301 Suitland Rd, Suitland, MD 2) Census Bldg., 4600 Silver Hill Road, Suitland, MD 3) Greenbelt SSA, 7401-C Forbes Blvd, Seabrook, MD (defined as Area Two under RFQ HSCEMP-07-Q-00003). (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
 As Indicated On Each Call
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND 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. DTM Corp. OFFER DATED 05/04/2007. 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

 30b. NAME AND TITLE OF SIGNER (Type or print) MARGO H. BRIGGS Chief Operation Officer
 30c. DATE SIGNED 11/12/07
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

 31b. NAME OF CONTRACTING OFFICER (Type or print) Peter J. Andrews
 31c. DATE SIGNED 11/15/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This constitutes acceptance of DTM Corp. technical and price proposals (to include revisions dtd 6/22/07 and 8/28/07) in response to RFQ HSCEMP-07-Q-00003 issued 3/01/07 including Amendments 01 through 08.</p> <p>This BPA will remain in effect for up to five years. Specific periods of performance will be identified in individual call orders issued hereunder.</p> <p>Accounting and Appropriations data will be provided on individual call orders. Period of Performance: 01/04/2008 to 01/03/2009</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**SECTION B
 SCHEDULE OF PRICES
 GUARD SERVICES**

AREA 2: Federal Building Two, 4301 Suitland Rd., Suitland, MD; Census Bldg., 4600 Silver Hill Road, Suitland, MD; and Greenbelt SSA, 7401-C Forbes Blvd., Seabrook, MD.

The Hours cited below are ESTIMATED annual quantities only.

Ordering Period One – 04 Jan 08 – 03 Jan 09 (or 60 days after award through 12 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	.....	.....	.....	.....	\$4,420,393.05
0003	Armed Guard, Temporary Additional Services (TAS)	<i>TBD</i>	HR	\$ b4	

Ordering Period Two – 04 Jan 09 – 03 Jan 10 (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	.....	.....	.....	.....	\$4,329,625.05
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

Ordering Period Three – 04 Jan 10 – 03 Jan 11 (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	.....	.....	.....	.....	\$4,329,625.05
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Four – 04 Jan 11 – 03 Jan 12 (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	.....	.....	.....	.....	\$4,329,625.05
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

Ordering Period Five – 04 Jan 12 – 03 Jan 13 (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	.....	.....			\$4,329,625.05
0015	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

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

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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.

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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.

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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.

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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.

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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

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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

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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 canceled 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.

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- 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 Megacenters 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

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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)
	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 Contracting 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.

Article V. Deliverable	Due Date
Transition Management Plan	Post Award Meeting
Labor-hours Spreadsheet	Five working days after end of month

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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
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 – CLAUSES, 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 52.204-9	Personal Identity Verification of Contractor Personnel
FAR 52.212-1	Instructions to Offerors—Commercial Items (Jan 2006)
FAR 52.212-4	Contract Terms and Conditions – Commercial Items
FAR 52.232-18	Availability of Funds (April 1984)
FAR 52.232-19	Availability of Funds for the Next Fiscal Year (April 1984)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information. (Aug 2003)
FAR 52.232-18	Availability of Funds (Apr 1984)
FAR 52.232-19	Availability of Funds for the Next Fiscal Year (Apr 1984)
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

52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#), insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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).

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___ (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).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (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).

X (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).

X (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).

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(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).

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(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.

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(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)

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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
- (c) persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (d) 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.
- (e) 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.

- (f) 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.
- (g) 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:

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DTM, Corp.

DHS, ICE
Debt Management 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

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DTM, Corp.

(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
Customer: DHS/ ICE/FPS 800 N. Capitol St. 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

BPA HSCEEC-08-A-00005

DTM, Corp.

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/Location (Including Bldg. number)	Unit Price	Total Amount
		ABCDEF 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 Guard Service	\$20.00	<u>\$200.00</u>
	Total Amount			\$2,1100.00
	Make checks payable: Company Name and Address CCR: XXXXXXXXX Bank Routing	Contact Ms. XXXX, Contract Administrator, at (202)XXX-XXXX in the case of a defective invoice.		

	Number: 0000000000			
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.

DTM, Corp.

- (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

Attachments

- I. Exhibits
- II. Collective Bargaining Agreement Elite & SPFPA for Suitland Complex
- III. DOL Wage Determination
- IV. Firearms Specifications

IMPORTANT NOTE RE: MD0044 FEDERAL BLDG 2. THIS LOCATION WILL BE REMOVED FROM THE BLANKET PURCHASE AGREEMENT EFFECTIVE 01 OCT 07.

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

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ATTACHMENT I

b2High,b7e

Exhibit Notes:

1) MD0044 FEDERAL BLDG 2. THIS LOCATION WILL BE REMOVED FROM THE BLANKET PURCHASE AGREEMENT EFFECTIVE 01 OCT 07. DEPENDING ON DATE OF AWARD AND SUBSEQUENT PERFORMANCE DATE, IT IS POSSIBLE THAT THIS LOCATION MAY NEVER BE ORDERED. PLAN AND PRICE ACCORDINGLY.

- 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 unpaid 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.

BPA HSCEEC-08-A-00005
ATTACHMENT I

**BPA HSCEEC-08-A-00005 ATTACHMENT IV
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 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

AGREEMENT

BY AND BETWEEN

ELITE PROTECTIVE SERVICES, INC.

AND

**FEDERATION OF POLICE-SECURITY AND CORRECTION OFFICERS,
AMERICAN FEDERATION OF SPECIAL POLICE ASSOCIATIONS
(FOPSCO-AFSPA)**

Local Chapter 911

Suitland Federal Center Building Complex in Suitland, Maryland

Effective Date: December 1, 2003

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THIS AGREEMENT is made and entered into this 1st day of December, 2003, by and between Elite Protective Services, Inc. covering its uniformed guards for the General Services Administration and the Federal Services at facilities in the Suitland Federal Center Building Complex in Suitland, Maryland, and its successors, hereinafter referred to as the Employer, or the "Company", and the bargaining agent certified by the National Labor Relations Board, the Federation of Police, Security and Correction Officers (FOPSCO) - AFSPA, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all full-time and part-time security officers, corporals and sergeants, employed by the Employer at the Suitland Federal Center Building Complex in Suitland, Maryland, but excluding all other employees, including office clericals, lieutenants, captains and any other supervisors as defined in the National Labor Relations Act. The above location is hereinafter referred to as "site".

ARTICLE II - PROBATIONARY PERIOD

Any "newly hired" employee shall be deemed to be on probation for a period of ninety (90) calendar days on the site. After he/she worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the Employer for employment at his/her site. During the probationary period, the employee may be discharged without recourse to the grievance and arbitration procedures.

The Company shall notify the Union within twenty one (21) days of all new employees hired and of all employees terminated, setting forth their address, Social Security Number, job classification and department.

ARTICLE III - UNION SECURITY AND MEMBERSHIP

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the fifteenth (15th) of each month. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis with payment of deducted dues.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Article.

ARTICLE IV – MANagements RIGHTS

Section 1

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

1. Hire;
2. Assign work;
3. Promote, demote;
4. Discharge, disciplines, or suspends for just cause;
5. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
6. Determine the qualifications of an employee to perform work.

Section 2.

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it

shall not be deemed a waiver of any such rights.

ARTICLE V – UNION REPRESENTATION

Section 1.

The Union's representative and/or their designees shall not be denied access to the Employer's work site for the purpose of considering matters covered by this Agreement. The Union's business representative shall not engage in any activities which interfere with the work of any employee covered by this Agreement.

Section 2.

There shall be no Union business of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedure or otherwise permitted by law.

ARTICLE VI – UNION STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. However, permission to leave a workstation will not be unreasonably denied. When initiated by the Employer, the company shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on internal Union business.

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President and Vice President will be provided up to forty (40) hours of official time per contract year to attend union sponsored training programs at no cost to the employer.

ARTICLE VII – FAIR EMPLOYMENT PRACTICES

Neither the Employer, nor the Union, shall discriminate against any employee on the basis of race, color,

creed, sex, age, religion, nationality, union activity, veteran's status or non-job related handicap.

ARTICLE VIII – WAGES AND BENEFITS

A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A".

B. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House or Government Building where his employees are assigned. In the event that a closing occurs, employees will be excused and paid up to three days pay, per contract year if the employer is paid during the closings.

C. No employee will be subject to discipline or reprimand in the event any demonstration, rally, march or protest causes an employee to be delayed in reporting to work.

ARTICLE IX – HOURS OF WORK, OVERTIME AND TEMPORARY ASSIGNMENTS

Section 1.

The regular workweek shall consist of forty (40) hours. The workweek shall commence at 0001 hours on Sunday and conclude at 2359 hours of the following Saturday. The work day shall be defined as the twenty-four (24) hours period commencing with the start of the employee's shift and terminating twenty-four (24) hours thereafter. The pay period shall consist of two workweeks.

Section 2.

All work performed in excess of forty (40) hours in the workweek shall be compensated at time and one-half the employee's straight-time rate of pay. There shall be no pyramiding of overtime pay. Hours worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement.

Section 3.

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced. Rate of pay will be the rate in effect at the location and classification worked.

Section 4.

Any Employee assigned to perform formal training of other Security Officers will receive an additional ten (10) percent of the employees base wage during the period training is performed, excluding union training and/or orientation.

Section 5.

The Employer agrees that time required for re-certification is a work related activity and will be considered as time worked. This section will be guided by government rules, regulations and government awarded contract to employer.

ARTICLE X – HOLIDAYS

Section 1.

The following days shall be designated as paid holidays:

New Year's Day	Independence Day	Employee Birthday
Martin Luther King Day	Labor Day	
Presidents Day	Veterans Day	
Columbus Day	Thanksgiving Day	
Memorial Day	Christmas Day	

Section 2

In order to receive holiday pay, the following conditions must be satisfied:

The employee must work, on the holiday and be paid prorated according to hours worked the week prior to the Holiday. In no circumstance will an employee be entitled to more than eight (8) hours of Holiday per Holiday.

Section 3.

a. The eleven (11) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive prorated holidays based on average hours worked in the preceding four weeks.

b. When payday falls on a Monday, which is a declared holiday, as set forth above, the Employer shall make every reasonable effort to have all employees paid on the Friday before said holiday, no later than 12:00 noon, but no later than the Tuesday following. When payday falls on a Friday which is a declared holiday, as set forth above, the Employer shall make every effort to have all employees paid on the Thursday which is a declared holiday, as set forth above, the Employer shall make every effort to have all employees paid on the Friday before said holiday, no later than 12:00 noon before said holiday, no later than 12:00 noon

ARTICLE XI – PERSONAL & SICK DAYS

SICK/PERSONAL LEAVE BENEFITS

A. Effective July 1, 2002 Regular employees with One (1) year of continuous service shall be eligible for paid sick/personal leave benefits of ten (10) days for each twelve (12) months of continuous service, this benefit will be provided on July 1st of each contract year, subject to the following conditions:

(1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

(2) Proof of illness or disability - the Employer may require proof of illness or disability after three consecutive days of absence.

(3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance.

(4) Sick/Personal leave shall accrue from year to year. The Employer may cash out any unused sick/personal Leave at the end of each year, payment shall be made no later than Thirty (30) days of each annual year, at the request of the employee. The year will be calculated to correspond with the employees anniversary date of hire.

ARTICLE XII – VACATIONS

Section 1.

Each employee who has been continuously employed for one (1) year shall receive two (2) weeks' vacation.

Section 2.

Each employee who has been continuously employed for five (5) years shall receive three (3) weeks' vacation and after fifteen (15) years shall receive four (4) weeks' vacation.

Section 3.

Employees shall be eligible for regular vacations on their original anniversary date of hire at and/or on "the work site". Vacation pay shall be based on the average number of hours paid in the previous fifty-two (52) weeks.

Section 4.

Employees are normally required to submit weekly vacation requests in writing to the shift supervisor at least thirty (30) calendar days prior to the requested vacation. All such requests must be approved by the Employer in advance. Requests will not be unreasonably denied.

ARTICLE XIII – CALL IN & REPORTING PAY

Section 1.

Employees are required to report for work at their scheduled starting times. An employee shall make every effort to notify the on-duty supervisor at least four (4) hours prior to his/her scheduled starting time if he/she is unable to report to work.

Section 2.

An employee who has been called in to work unscheduled work, and has not been advised either orally or in writing not to report, shall receive a minimum of two (2) hours pay at his/her regular straight-time hourly rate.

Section 3.

In the event an employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid two (2) hours reporting pay at their regular rate of pay, including all benefits and allowances.

ARTICLE XIV – SENIORITY

Section 1.

Seniority for benefits shall be defined as the length of time an employee has continuously been employed "on site" in the collective bargaining unit. Seniority for overtime and layoffs shall be based on the length of time an employee has been continuously employed in a job classification "on site". The Employer shall maintain one seniority list for all operations covered by this Agreement. Seniority shall be on a site wide basis. Seniority for employees hired on the same date shall be determined by lot. An employee's site seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Temporary promotions to supervision will be for duration of no more than one hundred eighty (180) days. During such promotion, bargaining unit members will continue to accrue all types of seniority in all lower job classifications.

Any bargaining unit member who accepts a permanent promotion to supervision shall have thirty (30) days in which to return to the bargaining unit with no loss of seniority.

Any employee removed from a permanent supervisory position through no fault of his/her own shall be eligible to fill a regular bargaining unit position, if said vacancy exists, and prior to newly hired employees.

Section 2.

Seniority shall terminate if:

An employee is terminated for just cause.

An employee voluntarily quits or resigns his/her employer.

An employee is laid off for more than twelve (12) months.

An employee is laid off and fails to return to work on the date specified by the Employer except for just cause.

An employee is absent for two (2) consecutive work days without notifying or advising the Employer, unless the employee shows just cause for said failure to notify the Employer.

An employee overstays a leave of absence without just cause.

An employee gives a false reason for a leave of absence or engages in other employment.

Section 3.

Seniority will continue to accrue during a layoff and approval of absence, however, benefits do not unless required by government rule, regulation or law.

ARTICLE XV LAYOFFS

Section 1.

In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

Section 2.

Non-probationary employees shall be the next to be laid off on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

Section 3.

When a vacancy arises, the Employer shall recall employees on the basis of site seniority, skill, ability and qualifications to perform the available work. Where factors are equal, seniority shall govern.

Section 4.

An employee shall continue to retain recall rights for a twelve (12) month period commencing from the date of the layoff.

Section 5.

In the event of a reduction in force, the chief steward and other stewards shall be the last to be laid off and the first to be recalled.

Section 6.

The Employer shall make every effort to give any non-probationary employee, who is laid off, five (5) working days' notice of the layoff.

ARTICLE XVI – GRIEVANCE PROCEDURES

Section 1.

For purposes of this Agreement, the word "grievance" shall mean any dispute between the Employer and the Union, or between the Employer and any employee as to the meaning, application or interpretation of the terms of this Agreement. Probationary employees shall not have any rights under the grievance procedure.

Section 2.

In order to be processed, all grievances must be presented at the first step within four (4) workdays after the Employee has knowledge of, or should have known, of the event-giving rise to the grievance.

In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within seven (7) workdays after a written grievance is submitted to the Employer.

Section 3.

A grievance shall be processed pursuant to the following:

Step 1

The grievance shall be reduced to writing on prescribed forms, dated and signed by the aggrieved party and presented to the Supervisor within five (5) work days of the event giving rise to the grievance.

The written grievance shall specify the contractual provisions allegedly violated and the relief requested. A meeting shall be arranged within ten (10) workdays of the Employer's receipt of the written grievance. The meeting shall be attended by the grievant, the Union stewards and the Supervisor, or a representative of the Employer. The Employer shall give a written response to the grievance within ten (10) workdays after the Step 1 meeting. If the matter is not resolved at the Step 1 level, it may be referred to Step 2.

Step 2

A meeting shall take place within ten (10) workdays after the Employer's response to the Step 1 meeting. The meeting shall be attended by the grievant, local union representative and National Union

President or their designee(s) and executive(s) designated by the Employer.

In the event the grievance is not satisfactorily settled within seven (7) workdays after the Step 2 meeting, and the dispute relates to the meaning and application of the express provisions of this Agreement, it may be submitted to an impartial arbitrator in accordance with the arbitration procedure.

Step 3

Should the grievance remain unsettled after the Step 2 meeting and receipt of the Employer's answer, the Union may, by written request, refer the grievance to arbitration. The written request must be received by the employer within seven (7) work days after the Step 2 answer in order to be timely submitted to arbitration.

Section 4.

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. An untimely grievance shall not be considered by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer's last preceding answer.

In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

ARTICLE XVII – ARBITRATION PROCEDURES

Section 1.

The parties hereto shall choose an arbitrator by mutual agreement within thirty (30) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then the Union may file for arbitration with the Federal Mediation & Conciliation Service.

Section 2.

The arbitration, when filed with the Federal Mediation & Conciliation Service (FMCS) shall be handled in accordance with their "Voluntary Rules of Labor Arbitration".

Section 3.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this

Agreement or any Supplementary Agreement; not to rule on any matter, except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments in advance, by each party and cite the provisions of the Agreement, serving as the basis for the decision.

Section 4.

The arbitrator shall have no power to establish or change wage rates or wage scales.

Section 5.

The compensation of the arbitrator and his expenses, incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for, and the expenses of, witnesses called by them.

Section 6.

All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his straight-time employment with the Employer.

Section 7.

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance at a time.

ARTICLE XVIII – EXAMINATIONS

Section 1.

When the Employer requires an employee to take a physical examination or evaluation, the Employer shall bear the cost of such examination as needed, but, not more than one examination in a twenty-four (24) month period.

Section 2.

The Employer shall pay the cost of range fees and ammunition for the employees to qualify at the weapons qualification testing.

Section 3.

An employee who fails to qualify during weapons qualifications testing, shall be permitted a second attempt at the next scheduled testing. The cost of the second attempt shall be borne by the employee.

Section 4.

The Employer shall pay the cost of Federal or State mandate training and shall compensate employees at the prescribed base wage rate agreed to in this agreement.

Section 5.

The Employer shall be responsible for the training of all new and current employees and follow the guidelines as set forth by GSA , Employer Handbook and the terms of this agreement.

Section 6.

The Employer and union agree to address the issue of paying for qualifying prior to April 1, 2004. As an outcome of negotiations between the parties, paying for qualifying will be added as an appendix to this agreement

ARTICLE XIX – UNIFORMS

Section 1.

All employee uniforms, as required, will be issued at their corporate office . The responsibility for the correct sizes shall be up to the employee, so that he/she is properly dressed.

Section 2.

All uniforms and Employer equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due to the employee.

ARTICLE XX – LEAVE OF ABSENCE

Section 1.

Non-probationary employees shall be eligible for the following unpaid leaves in accordance with the procedures set forth below. All leave requests shall be in writing and signed by the Employer and employee(s) receiving same.

Military Leave – An employee of the Company who is activated, involuntarily recalled or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

Medical Leave – Unpaid medical leave of absence, including pregnancy, may be granted for a period of up to one (1) year. Inability to work for medical reasons must be verified by a doctor's certificate. The Employer has the right to verify the reason for the employee's absence and prior to returning to work the Employer may require that the employee be certified as being physically able to return to work.

Emergency Leave – An unpaid leave of absence, not to exceed one (1) month, may be granted under emergency situations at the sole discretion of the Employer.

Section 2.

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Chief in writing at least five (5) days before said employee's intended date of return to work.

ARTICLE XXI – BULLETIN BOARD

A. The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;

4. Notices of Union meeting;
5. Union updates of negotiations.

B. There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising or political matters in work areas.

C. The Employer has no say in the use of bulletin board

ARTICLE XXII – JURY DUTY

Each employee covered by this Agreement shall be paid the difference in pay between his current hourly rate and what is received from the court, and shall abide by the rules of the court that has jurisdiction over their serving on jury duty. Jury duty shall be for a maximum of twenty-one (21) days during the life of this contract.

ARTICLE XXIII - CLASSIFICATIONS

A. Full-time employees are those employees who regularly work an average of forty (40) hours or more a week.

B. Part-time employees are those employees who regularly work less than an average of forty (40) hours a week. Part-time employees are eligible for holiday pay, and Vacation leave benefits, and all other benefits on a prorated basis to the hours they were regularly scheduled to work within the previous twelve (12) months.

C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.

D. Employees covered by this Agreement shall not be required to perform janitorial services (other than picking up after themselves), move/park or repair vehicles and run errands that are not job related.

ARTICLE XXIV – GENERAL PROVISIONS

Section 1.

Notices – The Employer and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

Section 2.

Employee address and telephone numbers – Each employee is at all times responsible for having a correct address and valid telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address of record.

Section 3.

Gender – Pronouns of either gender used in this Agreement are equally applicable to the masculine and the feminine gender.

Section 4.

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 5.

Supervisors – Supervisors may perform bargaining unit work for purposes of instruction, training, employee's relief or emergencies or as other wise necessary.

Section 6.

Lists – Representatives of the Union shall be authorized to obtain information on the names and addresses of all "newly hired" and/or terminated employees of the bargaining unit, at least on a monthly basis from the Company. Said Union representatives shall also be authorized to obtain an "updated seniority listing", at least on a quarterly basis. All such lists shall include the employee's name, address and most recent date of hire. The list will be the employee payment payroll sheet.

Section 7.

Breaks – Employer shall make every reasonable effort to give each employee a personal break when requested.

Section 8.

Bereavement Pay:

A. Funeral Leave. If it is necessary for an employee to lose time from work because of

death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided more than one hundred miles from the employees residence, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight time rate of pay.

B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

C. The Employer may require proof of the death for which an employee requests a paid leave.

Section 9.

Personnel Files:

The Employer shall make every reasonable effort to give each employee an opportunity to review their personnel files. The union representative in regards to their official duties and requirements under this agreement, shall have an opportunity, to review employee personnel files . Commencing July. 1, 2002 disciplinary letters, memorandums and warnings (records of conversation or counseling) shall be expunged after twelve (12) months of issuance.

ARTICLE XXV – SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVI – SUCCESSORS & ASSIGNS

The parties agree that this Agreement shall apply to and bind all successors and assigns of the Employer. Continued compliance with this collective bargaining agreement shall be a term and conditions of any sale, transfer of assets or assignment of assets by the Employer, and of any succession by another contractor to the Employer's contract with the Government, all in accordance with the Service Contract Act of 1965, as amended.

ARTICLE XXVII – TERMS OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from December 1, 2003 through January 31, 2007, subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement. All non-economic terms of this agreement shall be implemented upon the effective date of this agreement.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal

For: Federation of Police, Security
and Correction Officers (FOPSCO/AFSPA)

For: Elite Protective Services, Inc.



Howard E. Johannissen

President

Date: 12/01/03



Laney Moore Sr.

President, Local Chapter 911,

Date: 12/01/03



For Eileen Kaufman

President & CEO

Date: 1/28/04

APPENDIX "A"

WAGES SCHEDULE

The Employer will pay such wages and other employee benefits that are currently in effect and as set forth in the Employer's contract with GSA effective July 1, 2003 including any amendments thereto:

It is specifically agreed by the parties that effective March 1, 2004 the hourly pay rate for members of this bargaining unit shall be as follows:

Section A. It is specifically agreed by the parties that effective March 1, 2004 , the minimum hourly pay rate for members of this bargaining unit shall be as follows:

Base Wages:

(A)	Unarmed Officer	\$15.25 hourly
(B)	Armed Officer -	\$16.25 hourly
(C)	Corporals -	\$16.50 hourly
(D)	Sergeants -	\$16.75 hourly

Section B. It is specifically agreed by the parties that effective March 1, 2005, the minimum hourly pay rate for members of this bargaining unit shall be as follows:

Base Wages:

(A)	Unarmed Officer	\$15.65 hourly
(B)	Armed Officer -	\$16.90 hourly
(C)	Corporals -	\$17.16 hourly
(D)	Sergeants -	\$17.42 hourly

Section C. It is specifically agreed by the parties that effective March 1, 2006, the minimum hourly pay rate for members of this bargaining unit shall be as follows:

Base Wages:

(A)	Unarmed Officer	\$16.28 hourly
(B)	Armed Officer -	\$17.58 hourly
(C)	Corporals -	\$17.85 hourly
(D)	Sergeants -	\$18.12 hourly

Section D. Uniforms and Allowance:

(1) The Employer, in a timely manner, will issue all uniforms and security equipment as set forth in the Employer's contract with General Services Administration (GSA).

(2) Shall pay a Uniform's Allowance of \$0.20 per hour for each regular hour worked.

Section E. Pension Allowance:

(1) The Employer will make a pension contribution of sixty cents (\$0.60) per hour for each regular hour worked.

(2) Employees shall have the option to join a 401K or Pension Plan designated by the Union.

The Employer shall forward all employee contributions directly to the Plan providers as designated by the Union.

Section F. Health & Welfare:

(1). The Company shall contribute to a Health & Welfare Plan designated by the Union, the sum of two dollars and thirty-five cents (\$2.36) per hour for all hours worked, not to exceed forty (40) hours in any one (1) week. Should the appropriate DOL Wage Determination increase these benefits, the employer will automatically implement the higher amount as called for in the new determination. The employer shall forward all employee contributions directly to the Plan providers or employee as designated by the Union..

AGREEMENT

BY AND BETWEEN

ELITE PROTECTIVE SERVICES, INC.

AND

**THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)**

**SUITLAND COMPLEX
4301 Suitland Road, Suitland, MD
4600 Silver Hill Road, Suitland, MD**

EFFECTIVE DATE OF C.B.A.: DECEMBER 1, 2006

APPENDIX "A"

WAGES SCHEDULE

Effective March 1, 2007 the Employer will pay wages and other employee benefits as set forth in the Employer's contract with GSA.

It is specifically agreed by the parties that effective March 1, 2007 the hourly pay rate for members of this bargaining unit shall be as follows:

Section A. *It is specifically agreed by the parties that effective March 1, 2007; the minimum hourly pay rate for members of this bargaining unit shall be as follows:*

Base Wages:

	<u>March 1, 07</u>
(A) <i>Unarmed Officer</i>	\$18.65
(B) <i>Armed Officer</i>	\$19.10
(C) <i>Corporals</i>	\$20.06
(D) <i>Sergeants</i>	\$20.60

Effective March 1, 2008 – Reopener for Wages and Benefits- *The parties agree to reopen negotiations for wages and other economic provisions.*

Effective March 1, 2009 – Reopener for Wages and Benefits- *The parties agree to reopen negotiations for wages and other economic provisions.*

Section B. Uniforms and Allowance:

(1) *Effective March 1, 2007 the Employer, in a timely manner, will issue all uniforms and security equipment as set forth in the Employer's contract with General Services Administration (GSA).*

(2) *Shall pay a Uniform's Allowance of \$0.25 per hour for each regular hour worked.*

Section C. Pension Allowance:

(1) Effective March 1, 2007 the Employer will make a pension contribution of seventy-five cents (\$0.75) per hour for each regular hour worked.

(2) The Employer shall forward all employee contributions directly to the Plan providers as designated by the Union.

Section D. Health & Welfare:

(1). Effective March 1, 2007 the company shall contribute to a Health & Welfare Plan designated by the Union, the sum of three dollars and one cent (\$3.01) per hour for all hours worked, not to exceed forty (40) hours in any one (1) week. Should the appropriate DOL Wage Determination increase these benefits, the employer will automatically implement the higher amount as called for in the new determination. The employer shall forward all employee contributions directly to the Plan providers or employee as designated by the Union.

**BPA HSCEEC-08-A-00005 ATTACHMENT III
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 | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2103

William W.Gross Division of | Revision No.: 2
Director Wage Determinations| 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 Contdioning 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 links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-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.