

Company Name:  
DTM Corporation

Contract Number:  
GS-07F-0335M (GS07F0335M)  
HSCEEC-08-A-00008 (HSCEEC08A00008)

Solicitation Number:  
HSCEMP-07-Q-00002 (HSCEMP07Q00002)

Period of Performance:  
1/12/2008 through 1/11/2013

Services Provided:  
Providing Armed Guard Services at Franconia Building, 6810 Loisdale Road,  
Springfield, Virginia (VA).

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 51	
2. CONTRACT NO. HSCEEC-08-A-00008		3. AWARD/ EFFECTIVE DATE 11/13/2007	4. ORDER NUMBER		5. SOLICITATION NUMBER HSCOMP07Q00002		6. SOLICITATION ISSUE DATE 03/01/2007
7. <b>FOR SOLICITATION INFORMATION CALL:</b>	a. NAME Christopher Kelly			b. TELEPHONE NUMBER 215- [REDACTED] b6		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICE/FPS/EAST ICE/FPS/East CCG/Region 2 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 561612 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: \$17.00 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		16. ADMINISTERED BY ICE/FPS/East CCG/Region 2 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: J. Weindel Philadelphia PA 19106					
17a. CONTRACTOR/OFFEROR DTM CORPORATION 1320 FENWICK LANE, STE. 700 SILVER SPRING MD 209103557		17a. CODE 8442786840000		17a. FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> 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:  Franconia Bldg, 6810 Loisdale Rd, Springfield, VA (defined as Area Two under RFQ HSCOMP07Q00002)  This constitutes acceptance of DTM Corporation's technical and price proposals dtd 4/20/07 for Area Two only in response to RFQ HSCOMP-07-Q-00002 issued on 03/01/07 including (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 <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> 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. <u>DTM proposal</u> OFFER DATED <u>04/20/2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>CLINs for Area Two</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Amendments 01 through 05.</p> <p>This BPA will remain in effect for up to five years if all Ordering Periods are authorized. Specific period of performance will be identified in individual call orders issued hereunder.</p> <p>Accounting and Appropriations data will be provided on individual call orders.</p> <p>Period of Performance: 01/12/2008 to 01/11/2013</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 \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL  FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

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

**SECTION B – Schedule of Supplies/Services and Prices**

**AREA 2: VA0506, Franconia, 6810 Loisdale Road, Springfield, VA**

The Hours cited below are ESTIMATED annual quantities only.

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

Ordering Period One – January 12<sup>th</sup> 2008 – January 11<sup>th</sup> 2009 (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	.....	.....	.....	.....	\$547,004.64
0003	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	b4	

**Ordering Period Two – January 12<sup>th</sup> 2009 – January 11<sup>th</sup> 2010 (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	.....	.....	.....	.....	\$547,004.64
0006	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

**Ordering Period Three – January 12<sup>th</sup> 2010 – January 11<sup>th</sup> 2011 (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	.....	.....	.....	.....	\$547,004.64
0009	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

**Ordering Period Four – January 12<sup>th</sup> 2011 – January 11<sup>th</sup> 2012 (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	.....	.....	.....	.....	\$547,004.64
0012	Armed Guard, Temporary Additional Services (TAS)	TBD	HR	\$ b4	

**Ordering Period Five – January 12<sup>th</sup> 2012 – January 11<sup>th</sup> 2013 (or the 12 months directly following expiration of Ordering Period Four)**

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Extended Amount
0013	Armed Guards	b4	LOT	\$ b4	\$ b4
0014	Supervisor	b4	LOT	\$ b4	b4
Total Estimated Value Period Five	.....	.....	.....	.....	\$547,004.64
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 writing to the CO, any areas of clarification or disagreement within 5 days after

receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

### **3. Scope of Work**

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

#### **3.1 Contract Performance**

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

### **4. Key and Non-Key Personnel**

#### **4.1 Special Requirements for Contract Managers (Key Personnel)**

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

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



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

#### **4.1.1 Services Required- Contract Manager (Key Personnel)**

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

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

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

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

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

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

## **4.2 Special Requirements for Supervisors**

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

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

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

### **4.2.1 Services Required - Supervisor (Key Personnel)**

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

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

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

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

Are properly trained;

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

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

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

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

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

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

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

### **4.3 Uniformed Guard (Non-Key)**

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

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

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

### **5. Suitability Determination/Entry on Duty Decision**

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

needing access to sensitive DHS information or recurring access to government facilities will not be subject to security suitability screening.

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

## **6. Suitability Adjudication**

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

Once a prospective contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the FPS Capital Region's Suitability Section the following Government furnished forms for each contract employee, and shall notify the COTR of the submission and provide the COTR with a list of the individuals that have been submitted for suitability determination. The forms to be submitted to the FPS Capital Region's Suitability Section include the following:

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

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

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

If FPS finds a contract employee to be unsuitable to work as a result of the suitability investigation under the task order, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the task order. Contractor employees that had previously received a suitability clearance and fail to pass follow-on suitability clearance shall immediately be removed by the Contractor. The contractor employee (security guard) may appeal the suitability determination to the FPS Headquarter Suitability Branch, and the Contractor should notify the COTR of any such appeals. However, in appeal cases the Contractor may proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service task order. This requirement also applies to contract employees whose unfavorable adjudication is pending appeal. Disqualifying information is listed in DHS-MD 11055.

Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the task order for 3 years, before a new suitability clearance must be issued. The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or

neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the contract after his/her suitability clearance has expired shall be removed from the task order until a new favorable suitability determination is made. The Contractor shall submit a new suitability paperwork package to FPS 30 to 45 days prior to the final adjudication date. Paperwork may not be dated more than 60 days prior to final adjudication date.

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

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

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

## **7. Security Clearance Requirements**

### **7.1 Background Investigations**

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

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

## **7.2 Continued Eligibility**

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

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

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

The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The DHS Security Office and COTR must be notified of all terminations/resignations within 5 days of occurrence.

## **8. Personal Appearance and Grooming Standards**

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

- All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.
- Only conservative prescription eyeglasses may be worn with the uniform. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician.



- Security guards shall not wear jewelry such as earrings, bracelets, chains, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely 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.
- 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](http://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](http://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 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
Recurri	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

	TRAINING COURSE (i) AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
	Annual weapons Qualification	(xi)	(xii) XXX

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

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

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

## 22. Written Examination

Upon the contract employees’ completion of the Basic Training and a favorable pre-employment suitability and Recertification Training, the Contractor must schedule a Government-administered written examination with FPS that will test their employees’ familiarity with and understanding of the information contained in the SGIM after the contract employees (productive and supervisory) successfully complete the applicable course. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).

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

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

### **23. FPS-Specific Training**

All contract employees must receive FPS-specific training prior to working under this contract. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the contract and prior to the contract start date.

Security guards and uniformed supervisors who worked under the predecessor contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The CO shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

### **24. Failure to Attend Government Provided Training**

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

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

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

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

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

## **25. Contractor Obligation to Obtain All Required Licenses and Permits**

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

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

Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COTR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the execution of the order. The Contractor shall complete and

certify a written record that shows names and issue dates for each employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all contract work. The Contractor shall provide an updated record to the Government upon the CO's or COTR's request.

## **26. Security Management**

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

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

## **27. Guard Post Assignment Record (GSA Form 2580)**

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

## **28. Contractor Access to Classified Information**

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

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

properly followed by the Contractor, it will result in deductions from monthly invoices.

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

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

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

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

### **30. Quality Control**

#### **30.1 Contractor-Provided Quality Control Plan**

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

### **31. Contract Transition**

The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the



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

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

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

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

### **32. Phase-Out of Contract and Continuity of Services**

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

### **33. Deliverable Schedule**

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

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

### A. CLAUSES INCORPORATED BY REFERENCE

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

#### **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 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work
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 52.237-3	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 3052.245-70	Government Property Reports

## **B. CLAUSES INCORPORATED IN FULL TEXT**

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

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

(iii) Alternate II (June 2003) of 52.219-5.

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004)  
(15 U.S.C. 637(d)(2) and (3)).

\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)  
(15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)  
(15 U.S.C. 637(a)(14)).

\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small  
Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102,  
and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so  
indicate in its offer).

\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—  
Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102,  
and 10 U.S.C. 2323).

\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—  
Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and  
10 U.S.C. 2323).

\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small  
Business Set-Aside (May 2004).

\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies  
(June 2004) (E.O. 13126).

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).

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

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

X (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)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR

clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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



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

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

**FAR 52.252-2 - Clauses Incorporated by Reference.**

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www. Arnet.gov

*[Insert one or more Internet addresses]*

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

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

(b) Definitions. As used in this clause:

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

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

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

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

The disclosure shall include a full description of the conflict, a description of the action the contract has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for

convenience if he or she deems that termination is in the best interest of the Government. (End of clause)

**HSAR 3052.211-70 Index of Specifications [DEC 2003]**

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

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

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: (See Statement of Work)

**HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility [DEC 2003]**

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

**HSAR 3052.228-70 Insurance. [DEC 2003]**

In accordance with the clause entitled "Insurance – Work on a Government Installation" [or Insurance – Liability to Third Persons] in Section I, insurance of

the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

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

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

- (a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- (b) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- (d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

- (e) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

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

- (a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Representative (COR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.
- (b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.
- (c) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor

performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

- (d) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use of access.

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

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

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

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

## **INVOICING PROCEDURES**

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

a. By mail:

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

(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
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			
<b>Contract Line Item Number (CLIN)</b>	<b>Quantity &amp; Unit of Issue</b>	<b>Description/Loc ation (Including Bldg. number)</b>	<b>Unit Price</b>	<b>Total Amount</b>
		ABCEDF St. Washington, DC <b>Bldg: DC000ABC</b>		
<b>0001</b>	<b>Post 1</b>			
	1000 hours	Productive Armed Guard Service	19.00	\$19,000.00
<b>0002</b>	<b>Post 2</b>			
	100 hours	Productive	19.00	\$1,900.00

		Unarmed Guard Service		
<b>0003</b>	<b>Post 3</b>			
	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 Number: 0000000000	Contact Ms. XXXX, Contract Administrator, at (202)XXX-XXXX in the case of a defective invoice.		
<b>Certification:</b>	<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> <p>_____</p> <p><u>Contracting Officer's</u> <u>Technical</u> <u>Representative Date</u></p>			

**Payments**

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

- (1) After contract performance/payment of guard service and Government acceptance of services;
  - (2) After receipt of a proper invoice;
  - (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
  - (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The budget office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.
- (c) It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work.
- (d) The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the contract(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Submission of false invoices shall be subject to contractual and legal actions.
- (e) To verify the monthly payment for productive man-hours, the Co's designated representative may compare the man-hours required in the contract with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor. If variances are noted between the invoice and the GSA Form 139, the Government will propose a contract deduction. For example, if the contract required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the GSA Form 139

shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

(f) Any inquiries regarding payment shall be directed to the Contracting Officer.

## **SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT I – POST EXHIBITS

ATTACHMENT II – CBA (Agreement between Industrial Technical & Professional Employees Union and Blackhawk, Inc covering employees at Franconia Bldg.)

ATTACHMENT III – AREA WAGE DETERMINATION (05-2103 Rev (2))- for reference only

ATTACHMENT IV – FIREARM SPECIFICATIONS



GSA Contract: GS-07F-0335M

BPA: HSCEEC-08-A-00008

DTM

## BPA ATTACHMENT I – POST EXHIBITS

### AREA TWO

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												

**Exhibit Note:**

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.

**Attachment (6)**

**Applicable Collective Bargaining Agreements**



**AGREEMENT**

**BETWEEN**

**INDUSTRIAL TECHNICAL & PROFESSIONAL EMPLOYEES UNION  
(AFL-CIO)**

**AND**

**BLACKHAWK, INCORPORATED**

**COVERING EMPLOYEES AT FRANCONIA "A" AND SILLS  
BLDG., FRANCONIA, VA.**

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**EFFECTIVE DATES: MAY 1st, 2004 – April 30th, 2007  
RENEWS ITSELF EACH MAY 1st**

**PREAMBLE**

**THIS AGREEMENT** is entered into by and between **BLACKHAWK, INC.** hereinafter referred to as the "Company", and **ITPEU (AFL-CIO)**, hereinafter referred to as the "Union", as representative of all its non-supervisory employees in the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and Collectively, for the advancement of the purposes of this Agreement.

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## ARTICLE I-UNION RECOGNITION

### Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all of its non-supervisory employees at Franconia "A" and Sills Building excluding all managerial clerical supervisors, and employees as defined in Section 2 of the National Labor Relations Act, as amended.

### Section B

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

### Section C.

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement and any Addendum hereto to the Contracting Officer where this Agreement is applicable.

## ARTICLE II - UNION SECURITY AND MEMBERSHIP

### Section A.

It shall be a condition of employment that all employees of the Company covered by Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

### Section B.

## UNION SHOP PROVISION TO TAKE EFFECT IF PROHIBITION LAW INVALIDATED

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

### Section C.

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall retain their membership in the Union as a condition of employment during the term thereof.

### Section D.

The Company will deduct from the wages of any employee covered by this Agreement said employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employees. Such authorization form shall be provided by the Union. The Company will submit payment to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance 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 fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

### Section E.

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 or during periods of permanent transfer to a classification not covered by this Agreement.

### Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

### Section G.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared monthly and will show the name, social security number, job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared. This list shall be made available to the shop steward.

### Section H.

The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant

referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company.

#### Section I.

The Company shall be the judge of the qualifications of its employees. Any employee who disputes the Company's determination of qualifications can submit a grievance on that issue.

#### Section J.

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 Union Security and Membership Article.

### ARTICLE III - EQUAL OPPORTUNITY

#### Section A.

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

#### Section B.

There will be no discrimination against any employee on account of membership in or activity in behalf of, the Union.

### ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced, provided that no interview shall be held during peak work hours, including, but not limited to, such times that would unreasonably interrupt the duties of any employee. The Company shall be notified by the Union representative before he shall take action with the person involved. The representative of the Union shall contact the highest ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

## ARTICLE V - PROBATIONARY PERIOD

### Section A.

Every new or rehired employee shall be on probation for the first sixty (60) days of employment or re-employment.

### Section B.

At any time during the probationary period, and employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

### Section C.

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first thirty (30) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority, and any such employee shall not have the right to file a grievance or have other recourse to the grievance procedure with regard to any such return to former classification.

## ARTICLE VI - SENIORITY

### Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and state and federal agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering any facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, except as otherwise provided, be on the basis set forth in Section D of this Article.

### Section B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority, i.e., the employee on duty in the facility where the layoff occurs having the shorter period of continuous service. The Company shall recall such laid-off employees in the reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

**Section C.**

Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. Each employee shall be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week.

**Section D.**

Except as otherwise provided herein, seniority shall be measured by "Length of Service" for the purpose of seniority includes the whole span of continuous service with the present contractor or successor at the Franconia or Sills locations, and with the predecessor contractor in the performance of similar work at the same Federal Facility, provided there has been no break in seniority under Section E of this Article.

**Section E.**

An employee shall lose his seniority upon his retirement, transfer from the facility covered by this Agreement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
- (2) is on lay-off for a period exceeding one (1) year;
- (3) is absent from work for one (1) work day without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
- (4) fails, while on lay-off, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days, and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven-day period.

The Company fulfills its obligations under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

**Section F.**

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.



## ARTICLE VII - DISCHARGE

No employee shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the shop steward. Each reprimand shall be canceled after one year. Three (3) reprimands may result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed, or illegal use of drugs may result in immediate dismissal regardless of the number of prior reprimands.

The Company may discipline an employee in accordance with its Work Rules and Standards except insofar said Work Rules and Standards are in conflict with the terms of this Agreement, in which case the Agreement shall prevail.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### Section A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation of the application of this Agreement, or of any local addendum hereto.

### Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss with his direct supervisor either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by the Company President and the Union represented by the Vice President) will attempt to settle the grievance. The party being complained against shall render that party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

**Section C.**

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) days of discharge.

**Section D.**

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

**Section E.**

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

**Section F.**

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two other persons at any step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

**Section G.**

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

**ARTICLE IX - ARBITRATION****Section A.**

Within (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall require the Federal Mediation and Conciliation Service to submit a list of persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of this list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth remaining person shall thereupon be selected as the impartial arbitrator.

**Section B.**

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority

to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

### Section C.

The fees of the arbitrator and necessary expenses, including transcript, if desirable, or any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

## ARTICLE X - MILITARY LEAVE

### Section A.

Employees entering the military or naval service, Red Cross, or other combat relief or conscripted civil service of the United States during the life of this Agreement will be placed on military leave-of-absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former position upon honorable discharge from service, provided they are physically and mentally capable of working.

### Section B.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave-of-absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

### Section C.

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to the reporting date, if possible.

## ARTICLE XI- LEAVE- OF-ABSENCE

### Section A.

Employees are entitled to leaves-of-absence not exceeding thirty (30) days for good cause except in cases where said employee qualifies for FMLA. Such leave-of-absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

### Section B.

Except as otherwise provided herein, a leave-of-absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for

nine (9) months and is granted a thirty (30) day leave-of-absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.

**Section C.**

Upon return from a leave-of-absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

**Section D.**

Any employee who engages in gainful employment without permission of the Company while on leave-of-absence shall be subject to discharge.

**Section E.**

All leaves-of-absence must be applied for in writing and if granted must be granted in writing by the Company.

**Section F.**

All leaves-of-absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

**ARTICLE XII - BEREAVEMENT LEAVE**

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable local addendum attached hereto.

**ARTICLE XIII - SHOP STEWARDS**

**Section A.**

Shop Stewards shall be designated by the Union from the group they are to represent, and the Union will notify the Company of the duly designated shop stewards(s) at each facility.

**Section B.**

The Shop Steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

**Section C.**

Prior to leaving the work area, a Shop Steward will request permission from the supervisor. Shop Stewards will not leave the work area during rush hours.

**Section D.**

Shop Stewards shall be entitled to top seniority at the facility to the fullest extent allowed by law.

**Section E.**

A telephone will be made available to the Shop Stewards for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

**ARTICLE XIV - REST PERIODS**

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one paid ten (10) minute unscheduled rest period during each four (4) hours or part thereof.

**ARTICLE XV - LAYOFFS AND RECALLS**

In the event of a reduction of force, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority within the affected facility, and will recall employees in the reverse order, such recall to be by job classification. No new employees will be hired at any facility until all qualified laid-off employees at that facility have been recalled and all qualified laid-off employees at all facilities have been offered the position(s) involved. However, a laid-off employee from a facility other than the one in which the vacancy occurs may reject the offer, if it would require that employee to relocate, without loss of seniority and future right of recall.

**ARTICLE XVI - WAGES**

The schedule of effective wage rates and job classifications for employees is set forth in the applicable local addendum hereto.

**ARTICLE XVII - OVERTIME****Section A.**

One and one-half (1-1/2) times the hourly rate of pay will be paid for all time worked in excess of sixteen (16) hours in any one day.

One and one-half (1 ½) time the hourly rate of pay will be paid in excess of forty (40) hours of work in a week.

When a regular employee is called work within two (2) hours of starting time of his next regular shift, he will receive (2) hours at the applicable rate.

#### Section B.

A regular employee who has completed his shift, has left the Company property and is thereafter called for work at any time prior to two (2) hours before his next scheduled shift, will be provided with four (4) hours of work or pay therefore at the applicable rate.

#### Section C.

When an employee works more than eight (8) hours in any twenty-four (24) hour period due to a change of shift pursuant to his request, or in accordance with the regular rotation of employees, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.

#### Section D.

When an employee, other than a security guard, works overtime beyond his shift, he will be entitled to a ten (10) minute rest period at the completion of his regular shift, and another such rest period at the completion of his tenth (10<sup>th</sup>) consecutive hour if he is required to work beyond ten (10) hours. On the same basis, similar rest periods will be provided after each additional two (2) hours worked. Such periods will be scheduled as near to the appointed time as practicable, subject to requirements of the service.

#### Section E.

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate crew or shift as equitably as practicable. Overtime lists will be made available to shop stewards on request. The Company will give as much notice of overtime as practicable.

#### Section F.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

#### Section G

For overtime purposes, a day is the twenty-four (24) hour period beginning with the daily starting time as set-forth in the Company's contract with the Government.

#### Section H.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

### ARTICLE XVIII - HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set-forth in the applicable local addendum hereto, not to exceed eight (8) hours per day or forty (40) hours per week for each employee.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE-Health and Welfare Plan and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPE Health and Welfare Plan.

### ARTICLE XIX - VACATION

Employees shall be entitled to paid vacations as set-forth in the applicable local addendum attached hereto. Length of service for the purpose of vacation entitlement includes the whole span of continuous service with the present contractor or successor at the Franconia or Sills locations, and with the predecessor contractor in the performance of similar work at the same Federal Facility.

### ARTICLE XX - HOLIDAYS

Employees shall be entitled to paid Holiday pay as set forth in the applicable local addendum attached hereto.

### ARTICLE XXI - SICK LEAVE

Employees shall be entitled to Sick Leave as set forth in the applicable local addendum attached hereto.

### ARTICLE XXII - PENSION

The Company shall pay the pension benefits as set forth in the applicable local addendum hereto, not to exceed eight (8) hours per week for each employee.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of trustees of the ITPE Pension Fund.

### ARTICLE XXIII - UNIFORMS AND SAFETY EQUIPMENT

Proper uniforms and safety equipment will be furnished and laundered by the Company without cost to the employee; provided, however, that the Company may require or permit employees to launder and maintain uniforms furnished by the Company. When any employee is required or permitted to launder and maintain Company furnished uniforms or to provide and/or maintain safety equipment, he will be compensated in accordance with the provisions of the applicable local addendum hereto. Such payments shall not be for more than eight (8) hour per day or forty (40) hours per week for each employee.

### ARTICLE XXIV - JURY DUTY

An employee summoned to serve on a jury shall receive compensation set-forth in the applicable local addendum hereto.

### ARTICLE XXV - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

### ARTICLE XXVI - NO STRIKE OUT - NO LOCKOUT

#### Section A.

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

#### Section B.

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

#### Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

### ARTICLE XXVII - PICKET LINES

Refusal of an employee to cross a bona fide picket line established by a labor organization claiming to have a dispute with the Company and approved by the Union shall not be construed to be a breach of this Agreement. This provision is not applicable to security guards.



### ARTICLE XXVIII - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

### ARTICLE XXIX - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognized that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

The Union and Company recognize and will abide by Executive Orders 11246 and 11247 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, and regulations, as amended.

### ARTICLE XXX - GENERAL

#### Section A.

This Agreement and the local addenda hereto, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

#### Section B.

In the event any provision of this Agreement or of any local addendum hereto is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and the local addenda.

#### Section C.

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

#### Section D.

Employees entering the service of the Company may be required to take a physical specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave-of-absence.

#### Section E.

The Company shall provide bulletin board space at each facility for use by the Union.

#### Section F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be explained by the Union upon request during business hours.

#### Section G.

Subject to the express limitations of this Agreement, the company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, lay-off, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish, or discontinue or change operations, productions, or work standards or plant rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work, or the size of the work force, the Company shall give prior notice to the Union before taking such action and shall afford the Union a reasonable opportunity to negotiate on such matter. Nothing herein shall prevent individual employees, either alone or with a Union representative from consulting with the company representatives on problems relating to their individual work schedules.

### ARTICLE XXXI - DURATION

#### Section A.

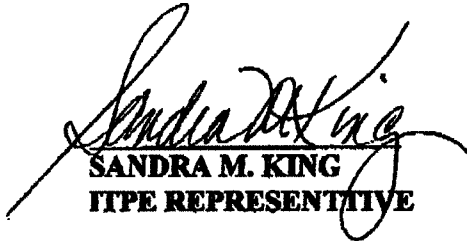
This Agreement shall become effective May 1st, 2004 and shall continue in full force and effect until April 30th, 2007 and shall renew itself each successive May 1st thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days, but not more than ninety (90) days prior to the termination date of the contract.

#### Section B.

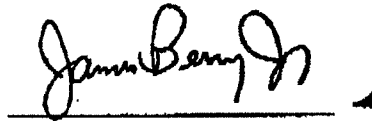
For purposes of negotiating changes in wages, group insurance, contributions sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefit programs, the parties shall meet on or about February 1st of each contract year. If the parties are unable to reach agreement by March 1st of each year, either party may terminate this Agreement upon ten (10) days written notice of the other party.

**IN WITNESS, WHEREOF, the parties hereto have executed this Agreement this  
1<sup>st</sup> day of MAY, 2004.**

**FOR: THE UNION  
ITPE, AFL-CIO**

  
**SANDRA M. KING  
ITPE REPRESENTATIVE**

**FOR: THE COMPANY  
BLACKHAWK, INC.**

  
**JAMES BREEY JR.  
PRESIDENT/CEO**

**ADDENDUM**

**WHEREAS, BLACKHAWK INCORPORATED**, (hereinafter, referred to as the "Company", and **ITPEU, AFL-CIO**, (hereinafter referred to as the "Union) have entered into a National Agreement effective May 1, 2004 and;

**WHEREAS**, the Union has been duly designated by the Company's non-supervisory Guard Services employees at the **FRANCONIA "A"/SILLS BLDG** collective bargaining representative, and;

**WHEREAS**, the aforementioned National Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter into an agreement setting forth those economic terms;

**NOW, THEREFORE**, it is hereby agreed as follows:

**WAGES**

<b><u>CURRENT:</u></b>		<b><u>EFFECTIVE MAY 1, 2006:</u></b>		<b><u>EFFECTIVE MAY 1, 2007:</u></b>	
<b><u>POSITION</u></b>	<b><u>RATES</u></b>	<b><u>POSITION</u></b>	<b><u>RATES</u></b>	<b><u>POSITION</u></b>	<b><u>RATES</u></b>
Lieutenant	\$19.50	Lieutenant	\$20.50	Lieutenant	\$21.25
Sergeant	\$18.72	Sergeant	\$19.72	Sergeant	\$20.47
Guard II	\$17.66	Guard II	\$18.66	Guard II	\$19.41

**HEALTH & WELFARE**

**CURRENT :**

The Company shall contribute to a Health & Welfare Plan the sum of two dollars and sixty five cents (\$2.65) for all hours worked, not to exceed forty (40) hours in any one (1) week.

**EFFECTIVE MAY 1, 2006:**

The Company shall contribute to a Health & Welfare Plan the sum of two dollars and eighty seven cents (\$2.87) for all hours worked, not to exceed forty (40) hours in any one (1) week.

**EFFECTIVE MAY 1, 2007:**

The Company shall contribute to a Health & Welfare Plan the sum equivalent of the amount set forth for Health and Welfare benefits by the US Department of Labor in area wide wage determination in effect May 1, 2007. Said contribution shall be paid for all hours worked, not to exceed forty (40) hours in any one (1) week.

**vacation**

**CURRENT and EFFECTIVE MAY 1, 2006 and MAY 1, 2007:**

After one (1) year of service, two (2) weeks vacation.

After five (5) years of service, three (3) weeks vacation.

After fifteen (15) years of service, four (4) weeks vacation.

The term "hours previously worked" shall include hours of vacation and holidays.

Length of service includes the whole span of continuous service with the present (successor) contractor at the Franconia or Sills locations, and with the predecessor contractor in the performance of similar work at the same Federal Facility, provided there has been no break in service.

Vacations will not be accumulated from year to year, not taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

Vacations will be granted to employees in order of their seniority within their work shifts, the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be cancelled by the Company except with the agreement of the employee.

## HOLIDAYS

### CURRENT and Effective MAY 1, 2006 and MAY 1, 2007:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Birthday

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

## PENSION

### CURRENT :

The Company shall contribute the sum of **eighty-five cents (\$0.85)** per hour to the ITPEU, AFL-CIO Pension Plan for all hours worked, not to exceed forty (40) hours in any one (1) week.

In executing this Addendum, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU, AFL-CIO Pension Plan created thereunder.

Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU, AFL-CIO Pension Plan.

### EFFECTIVE MAY 1, 2006:

The Company shall contribute the sum of **ninety -five cents (\$0.95)** per hour to the ITPEU, AFL-CIO Pension Plan for all hours worked, not to exceed forty (40) hours in any one (1) week.

In executing this Addendum, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU, AFL-CIO Pension Plan created thereunder.

Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and

Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU, AFL-CIO Pension Plan.

**EFFECTIVE MAY 1, 2007:**

The Company shall contribute the sum of **one dollar -five cents (\$1.05)** per hour to the ITPEU, AFL-CIO Pension Plan for all hours worked, not to exceed forty (40) hours in any one (1) week.

In executing this Addendum, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU, AFL-CIO Pension Plan created thereunder.

Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU, AFL-CIO Pension Plan.

**UNIFORMS**

**CURRENT :**

All employees will receive an allowance of eighteen cents (\$0.18) per hour worked for laundering and maintenance of Company furnished uniforms.

**EFFECTIVE MAY 1, 2006:**

All employees will receive an allowance of twenty three cents (\$0.23) per hour worked for laundering and maintenance of Company furnished uniforms.

**EFFECTIVE MAY 1, 2007:**

All employees will receive an allowance of twenty eight cents (\$0.28) per hour worked for laundering and maintenance of Company furnished uniforms.

## **BEREAVEMENT LEAVE**

### **CURRENT and EFFECTIVE MAY 1, 2006 and MAY 1, 2007:**

In the instance of the death of a member of the immediate family of the regular employee occurring after the completion of the employee's probationary period, the Company will grant a paid leave not to exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangement pertaining to the burial of such member of the family.

A day's pay will consist of the employee's regular base rate for the hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to days within his regular work week. The term "immediate family" as used herein is defined as consisting of the following members only:

**MOTHER, FATHER, SPOUSE, CHILDREN, GRANDPARENTS,  
GRANDCHILDREN, AUNT, UNCLE AND SIBLINGS**

No employee is otherwise entitled to such benefits unless he/she gives reasonable notice to the Company prior to taking time off for bereavement purposes and provides appropriate documentation of his/her bereavement upon receipt of the Company.

## **SICK LEAVE**

### **CURRENT and EFFECTIVE MAY 1, 2006 and MAY 1, 2007:**

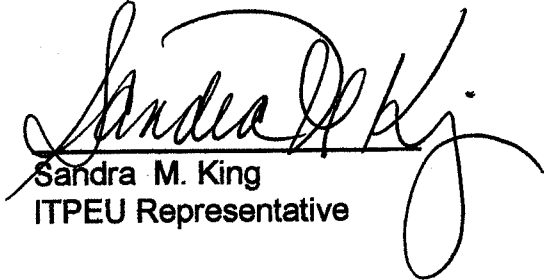
All employees shall be entitled to paid sick leave accruable on the basis of two (2) days of sick leave per each four (4) months worked, not to exceed six (6) days per year.

All unused sick leave benefits shall be paid to all employees at the end of each contract year or when termination of incumbent Company's contract with the Government, or when an employee leaves the employment of the company whichever occurs first.




IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23<sup>rd</sup> day of January, 2005.

FOR THE UNION:  
ITPEU, AFL-CIO

  
Sandra M. King  
ITPEU Representative

FOR THE COMPANY:  
BLACKHAWK, INCORPORATED

  
Pete Lambert

GSA Contract: GS07F0335M

BPA: HSCEEC-08-A-00008

DTM

**BPA 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

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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

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**\*\*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

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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

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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	

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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	

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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

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21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.12
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52

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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	



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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

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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

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**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

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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

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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:

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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,

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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.

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## **BPA 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 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



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