

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE OF

EZ-CO-GUARD

1 131

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
HSCECA-04-Q-F00001

6. SOLICITATION
ISSUE DATE
09/01/2004

HSCECA-04-Q-F00001

FOR SOLICITATION
INFORMATION CALL:

7. NAME
Sheryl Winds

8. TELEPHONE NUMBER (No collect calls)
303-236-7931

9. OFFER DUE DATE/LOCAL TIME
11/15/2004 1700 LT

9. ISSUED BY

CODE CA000

Federal Protective Svc. Div. - 8PS
Denver Federal Center
Building 44
Denver CO

10. THIS ACQUISITION IS

UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
NAICS: 561612
SIZE STANDARD:
\$10.5

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED
 SEE SCHEDULE

12a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ EFB RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE CA000

Federal Protective Svc. Div. - 8PS
Denver Federal Center
Building 44
Denver CO

16. ADMINISTERED BY

CODE CA000

Federal Protective Svc. Div. - 8PS
Denver Federal Center
Building 44
Denver CO 80225-0266

17a. CONTRACTOR/
OFFEROR

CODE 1612248450000

FACILITY
CODE

AM-GARD, INC.
600 MAIN STREET
PITTSBURGH PA 152152206

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 04/01/2005 to 09/30/2005 Guard Services, Armed, Southern Colorado and Western Slopes Area See Attachment "A" for HOURS Estimate 4/01/2005 to 9/30/2005	1	HR	\$20 ²⁸	\$20 ²⁸
0002	Additional Services - Guard Services, Armed, Southern Colorado and Western Slopes Area Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)	1	HR	\$27 ³⁹	\$27 ³⁹

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN

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

29. AWARD OF CONTRACT REF. _____ OFFER

DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Edward M. Bolzar

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

Jamie A. Harris

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

EDWARD M. BOLZAR, PRESIDENT

30c. DATE SIGNED

11-11-04

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

Jamie A. Harris

31c. DATE SIGNED

Feb. 23, 2005

FOR LOCAL REPRODUCTION
THIS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

12 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Services less than 60 day duration 4/01/2005 to 9/30/2005				
0003	Option Year 1. October 1 2005 to 30 September 2006. Guard Services, Armed, Southern Colorado and Western Slopes Area See Attachment "A" for HOURS Estimate	1	HR	\$ 20. ²⁸	\$ 20. ²⁸
0004	Additional Services - Option Year 1. Guard Services, Armed, Southern Colorado and Western Slopes Area October 1 2005 to 30 September 2006. Temp Services less than 60 day duration	1	HR	\$ 27. ³⁹	\$ 27. ³⁹
0005	Option Year 2. October 1 2006 to 30 September 2007. Guard Services, Armed, Southern Colorado and Western Slopes Area See Attachment "A" for HOURS Estimate	1	HR	\$ 20. ²⁸	\$ 20. ²⁸
0006	Additional Services - Option Year 2. Guard Services, Armed, Southern Colorado and Western Slopes Area October 1 2006 to 30 September 2007. Temp Services less than 60 day duration	1	HR	\$ 27. ³⁹	\$ 27. ³⁹
0007	Option Year 3. October 1 2007 to 30 September 2008. Guard Services, Armed, Southern Colorado and Western Slopes Area See Attachment "A" for HOURS Estimate	1	HR	\$ 20. ²⁸	\$ 20. ²⁸
0008	Additional Services - Option Year 3. Guard Continued ...	1	HR	\$ 27. ³⁹	\$ 27. ³⁹

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

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

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Services, Armed, Southern Colorado and Western Slopes Area October 1 2007 to 30 September 2008. Temp Services less than 60 day duration				
0009	Option Year 4. October 1 2008 to 30 September 2009. Guard Services, Armed, Southern Colorado and Western Slopes Area See Attachment "A" for HOURS Estimate	1	HR	\$20 ²⁸	\$20 ²⁸
0010	Additional Services - Option Year 4. Guard Services, Armed, Southern Colorado and Western Slopes Area October 1 2008 to 30 September 2009. Temp Services less than 60 day duration	1	HR	\$27 ³⁹	\$27 ³⁹
0011	Guard Services, Armed, Denver Federal Center See Attachment "B" for HOURS Estimate 4/1/2005 to 9/30/2005	1	HR	\$22 ⁹⁰	\$22 ⁹⁰
0012	Additional Services - Guard Services, Armed, Denver Federal Center Temp Services less than 60 day duration 4/1/2005 to 9/30/2005	1	HR	\$27 ³⁹	\$27 ³⁹
0013	Option Year 1. October 1 2005 to 30 September 2006. Guard Services, Armed, Denver Federal Center See Attachment "B" for HOURS Estimate	1	HR	\$22 ⁹⁰	\$22 ⁹⁰
0014	Additional Services - Option Year 1. Guard Services, Armed, Denver Federal Center October 1 2005 to 30 September 2006. Temp Services less than 60 day duration	1	HR	\$27 ³⁹	\$27 ³⁹
0015	Option Year 2. October 1 2006 to 30 September 2007. Guard Services, Armed, Denver Federal Center See Attachment "B" for HOURS Estimate	1	HR	\$22 ⁹⁰	\$22 ⁹⁰
0016	Additional Services - Option Year 2. Guard Services, Armed, Denver Federal Center October 1 2006 to 30 September 2007. Temp Services less than 60 day duration	1	HR	\$27 ³⁹	\$27 ³⁹
0017	Option Year 3. October 1 2007 to 30 September 2008. Guard Services, Armed, Denver Federal Center Continued ...	1	HR	\$22 ⁹⁰	\$22 ⁹⁰

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NAME OF OFFEROR OR CONTRACTOR

NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Attachment "B" for HOURS Estimate				
0018	Additional Services - Option Year 3. Guard Services, Armed, Denver Federal Center October 1 2007 to 30 September 2008. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0019	Option Year 4. October 1 2008 to 30 September 2009. Denver Federal Center See Attachment "B" for HOURS Estimate	1	HR	\$22. ⁹⁰	\$22. ⁹⁰
0020	Additional Services - Option Year 4. Guard Denver Federal Center October 1 2008 to 30 September 2009. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0021	Guard Services, Armed, Denver West Area See Attachment "C" for HOURS Estimate 4/1/2005 to 9/30/2005	1	HR	\$22. ⁹⁰	\$22. ⁹⁰
0022	Additional Services - Guard Services, Denver West Area, Temp Services less than 60 day duration 4/1/2005 to 9/30/2005	1	HR	\$27. ³⁹	\$27. ³⁹
0023	Option Year 1. October 1 2005 to 30 September 2006. Guard Services, Armed, Denver West Area See Attachment "C" for HOURS Estimate	1	HR	\$22. ⁹⁰	\$22. ⁹⁰
0024	Additional Services - Option Year 1. Guard Services, Armed, Denver West Area October 1 2005 to 30 September 2006. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0025	Option Year 2. October 1 2006 to 30 September 2007. Guard Services, Armed, Denver West Area See Attachment "C" for HOURS Estimate	1	HR	\$22. ⁹⁰	\$22. ⁹⁰
0026	Additional Services - Option Year 2. Guard Services, Armed, denver West Area October 1 2006 to 30 September 2007. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0027	Option Year 3. October 1 2007 to 30 September 2008. Guard Services, Armed, Denver West Area See Attachment "C" for HOURS Estimate Continued ...	1	HR	\$22. ⁹⁰	\$22. ⁹⁰

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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0028	Additional Services - Option Year 3. Guard Services, Armed, Denver West Area October 1 2007 to 30 September 2008. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0029	Option Year 4. October 1 2008 to 30 September 2009. denver West Area See Attachment "C" for HOURS Estimate	1	HR	\$22. ⁹⁰	\$22. ⁹⁰
0030	Additional Services - Option Year 4. Guard Denver West Area October 1 2008 to 30 September 2009. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0031	Guard Services, Armed, Downtown and East Denver Area See Attachment "D" for HOURS Estimate 4/1/2005 to 9/30/2005	1	HR	\$23. ³⁸	\$23. ³⁸
0032	Additional Services - Guard Services, Armed, Downtown and East Denver Area Temp Services less than 60 day duration 4/1/2005 to 9/30/2005	1	HR	\$27. ³⁹	\$27. ³⁹
0033	Option Year 1. October 1 2005 to 30 September 2006. Guard Services, Armed, Downtown and East Denver Area See Attachment "D" for HOURS Estimate	1	HR	\$23. ³⁸	\$23. ³⁸
0034	Additional Services - Option Year 1. Guard Services, Armed, Downtown and East Denver Area October 1 2005 to 30 September 2006. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0035	Option Year 2. October 1 2006 to 30 September 2007. Guard Services, Armed, Downtown and East Denver Area See Attachment "D" for HOURS Estimate	1	HR	\$23. ³⁸	\$23. ³⁸
0036	Additional Services - Option Year 2. Guard Services, Armed, Downtown and East Denver Area October 1 2006 to 30 September 2007. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0037	Option Year 3. October 1 2007 to 30 September Continued ...	1	HR	\$23. ³⁸	\$23. ³⁸

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NAME OF OFFEROR OR CONTRACTOR

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2008. Guard Services, Armed, Downtown and East Denver Area See Attachment "D" for HOURS Estimate				
0038	Additional Services - Option Year 3. Guard Services, Armed, Downtown and East Denver Area October 1 2007 to 30 September 2008. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0039	Option Year 4. October 1 2008 to 30 September 2009. Guard Services, Armed, Downtown and East Denver Area See Attachment "D" for HOURS Estimate	1	HR	\$23. ³⁸	\$23. ³⁸
0040	Additional Services - Option Year 4. Guard Services, Armed, Downtown and East Denver Area October 1 2008 to 30 September 2009. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0041	Guard Services, Armed, Fort Collins, Boulder and Greeley Area See Attachment "E" for HOURS Estimate 4/1/2005 to 9/30/2005	1	HR	\$27. ³⁹	\$27. ³⁹
	Additional Services - Guard Services, Armed, Fort Collins, Boulder and Greeley Area Temp Services less than 60 day duration 4/1/2005 to 9/30/2005	1	HR	\$27. ³⁹	\$27. ³⁹
0043	Option Year 1. October 1 2005 to 30 September 2006. Guard Services, Armed, Fort Collins, Boulder and Greeley Area See Attachment "E" for HOURS Estimate	1	HR	\$27. ³⁹	\$27. ³⁹
0044	Additional Services - Option Year 1. Guard Services, Armed, Fort Collins, Boulder and Greeley Area October 1 2005 to 30 September 2006. Temp Services less than 60 day duration	1	HR	\$27. ³⁹	\$27. ³⁹
0045	Option Year 2. October 1 2006 to 30 September 2007. Guard Services, Armed, Fort Collins, Boulder and Greeley Area	1	HR	\$27. ³⁹	\$27. ³⁹
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Attachment "E" for HOURS Estimate				
0046	Additional Services - Option Year 2. Guard Services, Armed, Fort Collins, Boulder and Greeley Area October 1 2006 to 30 September 2007. Temp Services less than 60 day duration	1	HR	\$27.39	\$27.39
0047	Option Year 3. October 1 2007 to 30 September 2008. Guard Services, Armed, Fort Collins, Boulder and Greeley Area	1	HR	\$27.39	\$27.39
	See Attachment "E" for HOURS Estimate				
0048	Additional Services - Option Year 3. Guard Services, Armed, Fort Collins, Boulder and Greeley Area October 1 2007 to 30 September 2008. Temp Services less than 60 day duration	1	HR	\$27.39	\$27.39
0049	Option Year 4. October 1 2008 to 30 September 2009. Fort Collins, Boulder and Greeley Area	1	HR	\$27.39	\$27.39
	See Attachment "E" for HOURS Estimate				
0050	Additional Services - Option Year 4. Guard Fort Collins, Boulder and Greeley Area October 1 2008 to 30 September 2009. Temp Services less than 60 day duration	1	HR	\$27.39	\$27.39

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Solicitation/Contract Form

PART B - CONTINUATION OF THE STANDARD FORM 1449

Supplies or Services/Prices

The Federal Protective Service of the Department of Homeland Security intends to award a base year contract with 4 option years, off an FSS Multiple Award Schedule to one contractor to provide Armed Guard Services to various locations throughout Colorado. The Basic Contract will be an unpriced agreement outlining the terms and conditions of the contract. The Basic document will list an estimated level of effort. The Basic Document will list the requirements of the contract detailing deliverables, Guard Qualifications and Terms and Conditions normally found in a contractual document. Off that un-priced document we will write Delivery Orders for individual or groups of posts covering the State of Colorado.

Instructions, Conditions, and Notices to Bidders

Evaluation Factors for Award

52.212-2 -- Evaluation -- Commercial Items.

Evaluation -- Commercial Items

(a) The Contract will be awarded to the Contractor that submits the Package that provides the Government with the Best Value.

Three areas will be Evaluated.

1) Past Performance 30%

3 references from similar type work in a similar environment

2) Price 40%

3) Technical Package 30%

3 a) Written Documentation 15%

Management Plan

Quality Control Plan

3 b) Oral Presentation 15%

Direct Supervision Plan

Open Post/ Problem Resolution Plan

The Government reserves the right to award this Best Value Contract without discussions.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not

there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Contractor shall, when submitting an offer:

A. Provide three references for Past Performance Evaluation. References shall include Name, Phone Number, Scope of Work and Dollar Value. Past Government work is preferred but not required.

B. Provide no more than a 50 page, double spaced narrative describing the Management Approach to successfully completing the Terms and Condition of this Contract.

The Narrative should include:

- 1) Description of the process for Attracting and Managing staffing levels
- 2) Describe the transition plan upon Contract Award
- 3) Describe the training plan.
- 4) Describe the Contractor's Quality Control Plan - number and use of Supervisors

C. A signed Copy of the Federal Supply Schedule Contract that the Offered Labor Categories are extracted from.

D. Solicitation Form 1449 with Prices Offered for each line item.

E. Provide an oral presentation, no more than 60 minutes in length, at a time and location specified by the government team addressing the Direct Supervision plan, including an introduction to key personnel, and the Contractor's Plan to resolve open post issues and problems associated with contract operations.

F. Resumes from the Company Executives, the Contract Manager and the Supervisors designated to manage this contract.

G. Resumes for all employees appointed to serve as Quality Control Monitors.

Questions concerning this Solicitation MUST be forwarded to the Contracting Officer no later than 3 NOVEMBER 2004, as to not delay this procurement. No Questions shall be accepted after 3 NOVEMBER 2004.

Description of Evaluation Procedures

- 1) The Price Evaluation will be completed by the Contracting Officer.
- 2) The three low offers will be designated as the "Competitive Range" and will move forward into the Technical and Past Performance Evaluation Phase.
- 3) The Past Performance evaluation will be conducted using the references provided by the contractor and the Past Performance Information Retrieval System (PPIRS) which is maintained by the Federal Government. No penalty shall be assessed if the evaluated contractor has no past performance data in the PPIRS.
- 4) The Technical evaluation will be conducted simultaneously with the Past Performance Evaluation.

PROPERTY OF THE UNITED STATES GOVERNMENT. COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO UNAUTHORIZED PERSONS IS PROHIBITED.

Notice to prospective bidders/offerors: Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective bidders/offerors (and their subcontractors and suppliers). In support of this requirement, FPS requires bidders/offerors to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, to include:

- 1) Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- 2) Making every possible effort that is reasonable and prudent to prevent unauthorized disclosure of this information;
- 3) Upon award and completion of any appeals process, unsuccessful bidders/offerors making every reasonable and prudent effort to destroy or render useless all information/documentation received during the solicitation and/or appeals process; and
- 4) The awardee continuing the efforts required above throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the awardee.

STATEMENT OF WORK

1. Introduction

Use of Acronyms

This document contains numerous acronyms. Whenever a new term is introduced that will be referred to by an acronym, the acronym will appear next to the term in parentheses (.). The acronyms that will appear most frequently in this document are listed below for easy reference:

ATR	Agency Technical Representative
CGIM	Contract Guard Information Manual
CM	Contract Manager
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
DOL	Department of Labor
FAR	Federal Acquisition Regulation
FPO	Federal Protective Officer
FPS	Federal Protective Service
GSA	General Services Administration
PBS	Public Buildings Service
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
TAS	Temporary Additional Services

Introduction (General)

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 to the standards required in the task order and will be expected to work closely with FPS representatives throughout the duration of services.

Introduction (FPS)

FPS provides security and law enforcement services to GSA's Public Buildings Service (PBS). PBS is responsible for real property management of most federal buildings, and FPS is responsible for protecting those buildings, as well as the buildings' tenants and visitors.

Contract security guards have a crucial and highly visible role in FPS's 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 GSA-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.

Introduction (Task Order)

Services shall be ordered under the Contractor's Federal Supply Service (FSS) Multiple Award Schedule (MAS) Contract, Order for Supplies and Services. For the purposes of this SOW.

The Government has the unilateral right to add, decrease, cancel, or modify services stated in the task order, as long as the change is within the scope of the services required. The Contractor will be obligated to provide services at the specified hourly rates contained in PART 1, Standard Form 1449. Modifications will be stipulated on a separate Form 30, or equivalent form, which will reference the Contractor's FSS Schedule Contract number, the task order number, and modification number.

The services to be provided under this Contract shall be accomplished at::

The Government anticipates services will be required at the following locations:

SEE ATTACHMENT A thru E

Term of Task Order

The anticipated start date for services under this task order is: April 1, 2005. Provided the Contractor's services are acceptable, the term of this agreement will be until 1 OCT 05 with 4 option years. The expiration date of this agreement is 30 September 2009.

2. The Role of Government Personnel and Responsibility for Task Order Administration, Inspection, and Acceptance

Contracting Officer (CO)

The CO for the task order is:

Jamie A. Harris

FPS- DHS

Denver, CO 80225

The CO has the overall responsibility for the administration of the task order. She alone is authorized to take action on behalf of the Government to amend, modify or deviate

from the task order terms and conditions; make final decisions on unsatisfactory performance; terminate the task order for convenience or default; and issue final decisions regarding questions or matters under dispute. She may delegate certain other responsibilities to her authorized representatives.

Contracting Officer's Representative (COR)

The COR for the task order is:

TO BE DETERMINED

The COR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the task order work. **In the event that [COR] is absent or unavailable, [COR Alternate] has been designated as the Alternate COR [TO BE DETERMINED].** The responsibilities of the COR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the task order; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the task order requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

After award of the task order, the CO will issue a written Delegation of Authority memorandum to the COR that details the scope of duties the COR is authorized to perform and manage. The COR cannot make any decisions regarding the performance of the task order except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

The Contractor shall immediately notify the CO in the event the COR directs the Contractor to perform work that the Contractor believes is not part of the task order or part of the COR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)

The COTR is:

[TO BE DETERMINED]

The ATR is:

[TO BE DETERMINED]

The COTR and ATR are designated to assist the CO and COR in the discharge of their responsibilities when they are unable to be directly in touch with the task order work. The COTR may be a Federal Protective Officer (FPO), a Law Enforcement Security Officer (LESO), or a Protection Specialist. The COTR is a GSA employee, while an ATR is a tenant agency employee. The responsibilities of the COTR and ATR include, but are not limited to:

- (1) Determining the adequacy of performance by the Contract employees in accordance with the terms and conditions of this Contract;
- (2) Performing surveillance of the Contract employees while they are on duty;
- (3) Conducting 'intrusion tests' in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility, using the prescribed security methods or equipment, without being detected by the guards on post;
- (4) Acting as the Government's representative in charge of work at the site;
- (5) Ensuring compliance with Contract requirements insofar as the guards' duties and behavior are concerned; and
- (6) Advising the Contractor, CO, and COR of nonperformance or unsatisfactory performance.

After award of the task order, the CO will issue a written Delegation of Authority memorandum to the COTR and ATR that details the scope of duties they are authorized to perform. **The COTR and ATR cannot make any decisions regarding the performance of the Contract except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the COTR and ATR.

The Contractor shall immediately notify the CO in the event the COTR or ATR directs the Contractor to perform work that the Contractor believes is not part of the task order or part of the COTR's or ATR's designated duties as stated in the CO's memorandum to the COTR/ATR. The CO will then make a determination on the issue and will respond to all affected parties.

Quality Assurance Specialists (QAS)

The QAS are subordinates of the COR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the QAS include, but are not limited to:

- (1) Inspecting the work to ensure compliance with the SOW requirements;
- (2) Documenting through written inspection reports the results of all inspections conducted;
- (3) Following through to ensure that all defects or omissions are corrected;
- (4) Identifying to the CO and COR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;

- (5) Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.

After award of the task order, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. **The QAS cannot make any decisions regarding the performance of the Contract except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the QAS.

The Contractor shall immediately notify the CO in the event the QAS directs the Contractor to perform work that the Contractor believes is not part of the task order or part of his/her designated duties as stated in the CO's memorandum to the QAS. The CO will then make a determination on the issue and will respond to all affected parties.

3. Task Order Start-Up

Immediately after award of the task order(s), and prior to the Contractor's performance at the work site(s), the FPS CO shall notify the Contractor, the COR, and the COTR to schedule a pre-performance meeting that will focus on an in-depth review of the total task order requirements.

During the start up and performance of the task order, the FPS CO, COR, COTR, and the Contractor shall meet on an as-needed basis to discuss all relevant issues. The Contractor and the CO or COR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the task order 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.

Initial Contract Transition

A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.

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 task order start date and may distribute business cards, employment applications, brochures, and other company information to the incumbent employees while they are on duty, provided that there is no interference with the 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.

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:

- (1) Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard as required by Exhibit 1. 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.
- (2) 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 task order.
- (3) Maintain current, valid copies of all licenses, permits, and certifications described in this SOW. The CO, COR, and all other authorized Government personnel shall have the express authority to examine these documents upon request at any time during the duration of this Contract. 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 task order work. The Contractor shall provide an updated record to the Government upon the CO's or COR's request.
- (4) Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under the task order.

Important Note: Failure by the Contractor to obtain all required licenses as of the task order start date shall be grounds for termination for default. Failure by the Contractor to renew licenses and permits upon their expiration may result in termination for default.

Contractor Obligation to Obtain Certification Cards for All Uniformed Guards

Prior to working under the task order, every uniformed guard (whether productive or supervisory) must possess a valid GSA certification card (GSA Form 3527). The GSA certification card is evidence that the guard has: received a favorable adjudication from GSA; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a GSA Contract security guard (see Paragraphs 9 and 10 for a detailed description of these requirements).

The Contractor should follow the procedures listed below to obtain a GSA certification card for each uniformed employee:

- (1) Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical and psychological/reliability examinations and drug testing);
- (2) Submit the suitability package to the FPS COR and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete; however, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
- (3) Schedule required Government-provided training and testing/qualifying with the FPS office and schedule/conduct all other Contractor-provided training requirements;¹
- (4) After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the GSA COR for a GSA certification card:
 - (A) A certification, signed by the Contract Manager, that the employee has met all the hiring, training, and testing requirements set forth in this SOW and that all pertinent documents are on file at the Contractor's facility (See Exhibit 11 for the certification form);
 - (B) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and

¹ The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

- (C) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name, social security number, and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.

Additionally, all employees who will work as armed guards must submit a signed and dated "Domestic Violence" certification that states they have not been arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms requalification.

GSA will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

No guard or supervisor shall be permitted to work under this task order without a valid certification card.

The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit.

The Certification card will be valid for the term of the Contract and shall be marked "TOC" to designate expiration upon completion of the Contract.

The Contractor must return to FPS an employee's certification card within five (5) work days of either the termination of the guard's employment, or the guard's removal from the task order at the end of the task order term. The Contractor must return to GSA all blank cards and all completed cards for guards who will not continue to work under GSA task orders/Contracts. Possession of a GSA certification card **does not** waive any other task order requirement.

The certification card shall be worn on the outermost garment of the guard's uniform.

IMPORTANT NOTE: Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See Section J, Exhibit 11 for the list of individual certification elements.

The CO shall have the express authority to demand return of the GSA Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract

until such time as he/she comes into full compliance with all qualification/certification criteria.

4. Services Required – Non-Supervisory Guards

Order of Precedence

The Contractor's employees shall perform the services as prescribed by:

- (1) The task order;
- (2) The Guard Post Assignment Record (GSA Form 2580);
- (3) The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- (4) The FPS Policy Handbook (PBS P-5930.17c); and
- (5) The Contract Guard Information Manual (CGIM) (April 2001 Revision)

In the event of an inconsistency between documents, the task order takes precedence over other documents.

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 FPS COR or 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 Contract cost. Such changes shall not require modification to the task order or Contract.

The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580. Additionally, Exhibit 1 will identify posts that require relief breaks.

Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the task order price, must be made by the CO through a written modification to the task order. The Contractor may be financially liable for accepting or implementing changes by any GSA or tenant agency staff other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a modification.

Typical Duties

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders

prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time. Guard mount time is that time prior to official sign-in on post where the guard prepares to assume assigned duties, such as reading the post orders and loading and holstering the firearm. Guard mount time is NOT considered part of the official post hours; thus, the Contractor should factor in the cost for guard mount time into the bid prices as they will not otherwise be paid for by the Government.

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)*

Specific duties and responsibilities associated with each post will be described in the Officer's Duty Book.

Work Scheduling Procedures

The Contractor shall be responsible for scheduling all work and notifying guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COR, the Contractor shall furnish a copy of the most current schedule to the Government.

All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

Recording Presence

The Contractor's employees shall sign in when reporting for work, and shall sign out

when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Relief guards will sign in and out at each post visited.

Each successively lower line on GSA Forms 139 and must be completed in chronological order, without exception. Lines may not be left blank among signatures in any period. Should an entire line be used to enter a calendar date for separating individual workdays, a one line limit for each such date entry will be followed.

Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The Contract employee should draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.

The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All such forms will be collected by the COR or COTR. If the Contractor removes the GSA Forms 139's from the post, payment may not be made until all of the original GSA 139's are received by the COR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more days after being requested by the CO, COR, or COTR, may be referred to the Inspector General for investigation.

Reporting Manhours Provided

The Contractor shall submit to the COR, by no later than five (5) working days after the last working day of each previous month, an Excel spreadsheet or other approved form/spreadsheet that details the actual work hours performed for each post during the month versus what was required by the task order. The Government shall only pay for services actually rendered by the Contractor.

The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.

This report will be used by the Government to verify compliance with the manhour requirements of the Contract; however, the Government reserves the right to use other methods to verify work actually performed (e.g., audits of Forms 139, Inspection Reports, Offense/Incident Reports, etc.) during the month.

Relief and Lunch Breaks

All full-time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for every 4 hours the guard is scheduled to work. The relief 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 one 15 minute paid break and a 30 minute unpaid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break for every 4 hours the guard is scheduled to work.

A separate sign-in/sign-out log shall be used for the relief guard to sign in and off on each post for all relief breaks.

The costs to cover relief and lunch breaks for the productive guards must be included in the Offering price, as they shall not otherwise be paid for by the Government.

The Contractor must provide a replacement guard for each employee during relief and periods.

IMPORTANT NOTE: Habitual failure by the Contractor to furnish required relief breaks to guards shall be considered to be a material breach of the task order and may result in termination for cause/default.

Limitation on Man-hours to be Provided by Individual Employees

No productive guard shall provide more than twelve (12) hours of service on one or more Contracts/task orders administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. The Contractor's estimated overtime costs must be factored into the Offering prices, as they will not otherwise be paid for by the Government after award of the task order.

The limitation on hours may be verbally waived by the COR 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.).

The Government has the authority to assess deductions from task order payments for all hours where guards exceed the 12 hour on-duty limitation. For each hour or part thereof

where a guard works over 12 hours without prior approval by the COR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section 13 for further information on deductions.

5. Services Required – Contract Manager and Supervisors

Contract Manager

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 task order. **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 task order or any other guard Contract/task order administered by GSA.** The CM shall have the authority to accept notices of deductions, inspection reports, and all other 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 contract requirements. The CM must completely understand the operational requirements of this Contract, including:

- Functions of both the productive and supervisory staff
- Location(s) of service
- Method of operation and equipment required at each post
- 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 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/task order 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.

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 COR 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 Contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. If the proposed CM does not meet the requirements listed above, the Contract shall attach a written waiver request which 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 Solicitation/Contract. The CO or COR must approve the proposed CM prior to his/her assignment under this Contract.

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 otherwise be paid for by the Government.

Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO or the COR prior to reporting for duty under the task order.

Supervisors

Supervisors are uniformed individuals who have authority to act for the Contractor on a day-to-day basis at the work site.

Supervisors shall not simultaneously perform the duties of supervisor and productive guard. Supervisors shall not provide required relief breaks to productive 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 Supervisor(s) by the date of the first meeting after award of the task order. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the CO or COR by the time of the first meeting after Contract award. The CO or COR must approve the proposed supervisor(s) prior to working under the task order.

Supervisors ensure that productive guards:

- A. Are properly trained;
- B. Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
- C. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;

- D. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
- E. Possess and display a valid certification card and CPR card at all times while on duty; and
- F. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.

The Contractor shall provide the level of supervision equal to 10 minutes of direct supervision per post, each shift.

All supervisors shall be required to sign in on a GSA Form 139 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 may be used by the Government to ascertain the level of supervision being provided to the guards working under the task order.

Replacement Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume for all replacement employees to the CO and the COR for approval before the replacement personnel report for duty under this Contract.

The costs to cover Supervisors are not price separately and should be rolled up into the per hour offering price

6. Services Required -- Reserve Guard Force

The Contractor shall maintain a reserve guard force of sufficient size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled employee absences (e.g., due to illness, vacation, or personal emergencies). All reserve guards must meet the minimum qualification standards for their assigned position as required in this SOW before working any post under the task order.

The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor should factor the costs for maintaining a reserve guard force into the Offering prices, as they will not otherwise be paid for by the Government after award of the task order.

7. Regulations, Handbooks, and Other Applicable Documents

GSA/PBS/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 below. Supplementary regulations which are provided to the Contractor by the CO or her authorized representative shall also be in effect and will be incorporated by modification to the task order.

Officer's Duty Book. An Officer's Duty Book shall be furnished by the COR and maintained at the central control point and shall contain complete duty instructions for emergency procedures.

A separate loose-leaf binder shall be furnished by the COR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COR.

Rules and Regulations Governing Conduct on Federal Property (FMR 41 CFR 102-74, Subpart C). These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

Federal Protective Service Policy Handbook (PBS P 5930.17c). This FPS handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.

Contract Guard Information Manual (CGIM). This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under the task order. The written examination which all guards must take will be based entirely upon this manual. The Contractor must provide a legible, securely bound copy of the CGIM to all uniformed employees upon beginning the basic training course and refresher training course as described in paragraph 10 below. The Contractor is responsible for all costs associated with printing and binding the CGIM for their employees.

8. Equipment, Uniforms, and Materials

Use, Accountability, and Care of Government Furnished Property.

The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:

1. Electrical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, and closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
2. Repair and maintenance of equipment in item 1 above.

3. Officer's Duty Book, including all inserted information required. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
4. Telephones deemed necessary by the Government for the conduct of official business under the task order.
5. Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).
6. All Government administrative forms prescribed for use by Contract employees under the task order.
7. Classroom for on-site training of personnel employed by the Contractor, for the purpose of their understanding and operating all fire alarm systems, security systems, security equipment or devices, and emergency operations procedures.
8. Building utilities and services will be afforded the Contractor in accordance with established GSA operational procedures. This includes the use of concession facilities, restrooms, and medical facilities (when available, for emergency purposes).
9. Limited occupation and use of GSA-controlled office space, where available, for the CM and/or Supervisors to use to conduct official task order related business.

All property furnished by the Government under the task order shall remain the property of the Government. Upon termination or conclusion of the task order, the Contractor shall render an accounting of all such property that has come into their possession during the course of the task order. All equipment issued by GSA to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.

Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the task order and may face further penalties as deemed necessary by the Government.

Loss or damage to Government-furnished property shall be identified to the COR by the Contractor as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property, using a GSA Form 1025 or other approved Government form/format. The Contractor's inventory requirements shall be reported in writing to the COR within 15 days of the date the COR selects for the

inventory.

Government property shall be used for official Government business only in the performance of this Contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, or in accordance with sound industrial practices, to safeguard and protect Government property.

If the work under the task order requires that the Contractor's employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for its own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any and all legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

The Contractor shall be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The malfunctioning equipment shall also be reported to the Control Center/Mega Center Operator.

Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site where the Contractor's 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 task order, whichever comes first.

Use, Accountability, and Care of Contractor Furnished Property

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

Exhibit 2 lists the Government Provided Radio Equipment.

Motorized/Mobile Patrol Equipment

See Exhibit 3, Patrol Vehicle Requirements. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with first-aid kit and dry chemical fire extinguisher, properly mounted.

In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), the Contractor shall provide an equivalent, fully operational substitute vehicle. The COR is responsible for ensuring the vehicle(s) furnished under the task order comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not specifically identified in the task order shall not be used unless approved by the COR. See Exhibit 3, Patrol Vehicle Requirements.

Firearms and Ammunition

Firearms shall be furnished by the Contractor to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. **The firearms shall be .38 caliber, double action, six (6) shot police service type revolvers with a heavy duty 4" barrel, a fixed front sight, and a fixed or adjustable rear sight.** Appropriate and ample supplies of firearms maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected by the Contractor prior to issuance to guards.

The Contractor's employees shall inspect their assigned firearms at the commencement of each tour of duty. Each firearm shall be cleaned and oiled regularly to ensure optimum operating condition. 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. All weapons and associated ammunition shall be stored in accordance with 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 COR 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 COR prior to the task order start date. The list shall be kept current; the Contractor must document and forward any changes to the COR within one (1) week of the change.

In the event that a firearm is lost or stolen, the Contractor shall notify the GSA Control Center **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 COR within one (1) week of the incident, including the date and time of the incident.

The Contractor shall also notify the COR of the serial number for the replacement weapon.

Ammunition for authorized firearms shall be provided by the Contractor. **Each armed guard shall be issued 18 rounds of standard 125 +P jacketed hollow point type ammunition upon entering duty.** Six rounds shall be loaded into the revolver and the remaining twelve rounds shall be contained in two six round speedloaders.

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 Federal Protective Officers. All guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.

Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the GSA certification card shall be worn over the right breast shirt pocket.

The type of uniform to be used on this Contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of Contract award. The table below shows the standard required uniform components and the recommended quantities of the components:

REQUIRED ITEM	RECOMMENDED QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap OR Baseball style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1
Level II retention holster, firearm (slide on belt type) w/hammer safety strap, left/right as required (armed guards/supervisors only)	1
Ammunition cartridge case (armed guards only)	1
Duty Belt "Keepers"	4
Expandable Police Baton (with holder)	1
Handcuffs (pair) and keys	1
Handcuff case	1
Key strap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering On Gold metal (initial and last name)	1

Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform with the same sleeve length.

Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COR.

Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for Federal Protective Service Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

Supplementary Equipment

Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:

- (1) A notebook and pen.
- (2) A standard police-type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
- (3) Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate for operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.

Guards shall not possess any unauthorized supplemental or personal equipment, such as privately-owned (e.g., equipment not issued by the Contractor or required by the Contract) firearms, knives, "come-alongs", or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the task order.

9. Qualifications of Personnel

General Qualifications

All of the Contractor's employees are expected to behave courteously and professionally toward all persons encountered in the performance of their duties, including FPS employees, building tenants, and the general public. The CO and/or COR may require retraining, suspension, or dismissal of any Contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with the task order.

To be eligible to perform under this task order, all uniformed guards must meet, to the satisfaction of the COR, the following requirements:

- (1) Be a citizen of the United States of America. The COR may allow legal resident aliens with proper INS-issued work permits to work under the task order upon the Contractor's request. **Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this task order.**
- (2) 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.

Note: The COR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.

- (3) Possess, at a minimum, either a high school diploma or a GED equivalency certificate. Copies of Diploma or certificate to be provided to COR
- (4) Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this task order.
- (5) Meet *one* of the following experience/education requirements:
 - (A). Three years of security experience within the past five years; **or**
 - (B). An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; **or**
 - (C). Three years of military or National Guard (active duty or reserve) experience; **or**
 - (D). Successful completion of Police Officer's Standard Training (POST) course; **or**
 - (E) Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous incumbent Contract/task order who do not meet the above experience/education requirements will be eligible to continue working under the task order. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior Contract/task order.

Special Requirements for Supervisors

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 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 CO shall have the sole discretion to accept such an alternative. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. The Contractor shall complete and submit a Key Personnel Resume (Exhibit 12) for each proposed supervisor to the COR.

Medical and Physical Qualifications

The Contractor is responsible for ensuring that all uniformed employees working under the Contract meet the medical requirements described below. GSA will not grant any waivers of the medical standards. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense. 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.).

Essential Job Functions

The Contractor shall ensure that all uniformed employees assigned to work under the Contract/ task order are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties. The Contractor is responsible for ensuring that all uniformed employees, both current and prospective, are able to perform the essential functions described below, with or without reasonable accommodation. If one of the Contractor's employees alleges that he/she has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation, if any, to provide, at its own expense. The Contractor, not FPS, is responsible for complying with the provisions of the American with Disabilities Act of 1990 (Pub L. 101-336)(ADA) and/or the Rehabilitation Act, as applicable, with respect to its employees.

Following are the essential job functions for uniformed employees working under the Contract:

- (1) Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
- (2) Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
- (3) Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
- (4) Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected

and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

- (5) Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- (6) Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- (7) Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- (8) Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Medical Examinations

The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician and documented on a Standard Form (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 Contract. All guards (productive and supervisory) must meet the health certification requirements listed Exhibit 10.

The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. If an employee of the Contractor claims that he/she has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The CO or COR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the CO or COR.

The following conditions are automatically disqualifying, and the Government will not permit any individual with any of the conditions to work under the Contract:

- **Complete loss of vision in one eye; or**
- **Complete Loss of Hearing in one ear**

The Medical Standards section below discusses all other medical standards prospective employees must meet. If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions

required under the Contract. If the physician's diagnosis or the accompanying medical documentation is unclear, it is the Contractor's responsibility to obtain supplemental documentation, such as an opinion from another doctor or specialist, medical records, etc., at its own expense.

Medical examinations are valid for a period of three (3) years from the date of issuance. The Contractor must ensure that the employee receives a new medical examination prior to the expiration date of the current examination. The same medical standards shall apply regardless of whether the individual being examined is a prospective or incumbent employee.

Medical Standards

All uniformed guards must meet the following medical standards:

- (1) **Vision:** Individual must have binocular vision and must not test less than 20/20 as measured with both eyes viewing. Corrected visual acuity must be 20/200 or better in the worst eye. Visual fields must be full with good peripheral vision. Any disease or condition that interferes with the individual's vision, including abnormal color vision with severe color deficiency, is a disqualifying factor.
- (2) **Hearing:** In the frequency range from 500 – 2,000 hertz (Hz), the deficit cannot exceed 30 decibels in either ear. At 3,000 Hz the deficit cannot exceed 40 decibels in either ear. Any disease or condition that interferes with the individual's ability to hear or equilibrium is a disqualifying factor.
- (3) **Head, Nose, Mouth, Throat, and Neck:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak or breathe is a disqualifying factor.
- (4) **Cardiovascular System:** Any disease or condition which interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
- (5) **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition which interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
- (6) **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition which interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor.

- (7) **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
- (8) **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
- (9) **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.
- (10) **Hematology System:** Any hematological condition that adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor.
- (11) **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
- (12) **Psychiatric Disorders:** Any disorder which affects the individual's judgement, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
- (13) **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
- (14) **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
- (15) **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

Illegal Drug ScreeningPre-Employment Screening

As part of the medical examination, all uniformed guards must submit to an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/mL):

<u>Substance</u>	<u>Cutoff Level (ng/mL)</u>
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2,000
Phencyclidine	25
Amphetamines	1,000

Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/workplace or at: <http://wmcare.samhsa.gov>.² The Contractor is strongly urged to utilize one of the laboratories listed on SAMHSA's "Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies," which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>; this list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA's current list, the Contractor is strongly advised to verify whether the laboratory's methodology conforms with SAMHSA's guidelines prior to utilizing that laboratory to perform drug screenings.

Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this task order, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the task order will be modified to permit the use of those methods.

The presence of a non-negative³ reading shall automatically disqualify an applicant from working under this or any other GSA security guard services Contract/task order. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.

² The cutoff level for Opiate metabolites listed in the internet-ready guidelines is 300; however, that number has been revised by SAMHSA and the new cutoff level is shown in paragraph A above.

³ The term "non-negative" is defined by SAMHSA as "the result reported by an HHS-certified laboratory when a specimen is either adulterated, substituted, or contains a drug or drug metabolite." See SAMHSA's guidelines at <http://www.health.org/workplace/manguidelines/draft3.htm>

The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the Offering prices. **This requirement applies to both new hires and current employees of the incumbent Contractor, should the incumbent Contractor be awarded a task order for these services.**

Government Requested Screening.

The CO or COR shall have the express right to request random urine drug screenings at any time during the term of the task order. Random screenings shall be conducted by the COR 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 Contract 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 CO or COR 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 COR 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 one (1) working day of receipt of the written request. The Contractor shall pay the Contract 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.

Any of the Contractor's employees who undergo either random or reasonable cause urine drug screenings may continue working under the task order until the results have been provided to the Contractor. In the event that the results of any urine drug screening, whether random or for reasonable cause, are negative, the Government shall bear the expense of the screening. (NOTE: this does not apply to the pre-employment urine drug screening; the Contractor must pay all costs associated with the pre-employment urine drug screening). The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the screening. In the event that the results are non-negative, the Contractor shall **immediately** remove the employee(s) with the non-negative reading from the task order and **immediately** inform the COR and CO of the result and the employee's removal from the task order. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the non-negative reading.

Any Contract employee who undergoes either a random or reasonable cause urine drug screening and tests non-negative for any of the substances shown above shall be permanently disqualified from working under this or any other GSA security

guard services task order/Contract. Since most drugs are metabolized within a short period of time, the affected Contract employee *shall not* be authorized to take additional tests to achieve a negative reading.

Security Clearance Requirements

The Security Clearance requirements for this task order are identified in Exhibit 13. Each Contract employee must, at a minimum, complete the GSA suitability adjudication process described in the paragraph below.

FPS Suitability Adjudication

After award of the task order and prior to any of the Contractor's employees being permitted to work under the task order, the Contractor is responsible for ensuring that their employees receive a formal suitability adjudication by FPS. All the Contractor's employees shall receive a formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.

Once a prospective employee has applied for a position and has been favorably evaluated by the Contractor (e.g., meets the minimum qualification requirements cited in this SOW and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COR the following forms for each employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" one original GSA Form 176, "Statement of Personal History;" and one fully legible copy of the original GSA Form 176, "Statement of Personal History." The COR will furnish an ample supply of these forms to the Contractor immediately after task order award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the 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. Fingerprinting is available at building 1A of the Denver Federal Center. Upon receipt of the completed, legible forms, GSA will forward the forms to the FBI for evaluation. GSA will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a GSA Contract/task order. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from one (1) week to several months, depending on current FBI processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month 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 GSA are complete, legible, and accurate. GSA shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to GSA.

If GSA finds any of the Contractor's employees to be unsuitable to work under the task order, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the task order, and the Contractor shall in turn *immediately* remove the affected employee from the task order. The suitability determination may be appealed by the guard or the Contractor to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the guard's suitability has been accomplished. **Under no circumstances shall any Contractor employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any GSA security guard service Contract/task order. This requirement also applies to Contractor employees whose unfavorable adjudication is under appeal.**

Once a favorable adjudication has been made by FPS, the guard is suitable to work under the task order for two (2) years (provided that nothing occurs within the two year period that would render the guard unsuitable for continuing performance under the task order). The Contractor shall immediately notify the COR and the CO in writing of any circumstances that arise or that it becomes aware of that could possibly affect any 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 guard's suitability clearance prior to its expiration. Any guard who is found working at a post after his/her suitability clearance has expired shall be removed from the task order until a new suitability determination is made.** The Contractor should make every effort to submit a new suitability paperwork package to FPS *at least* 30 days prior to the current suitability expiration date.

For employees cleared through this process while employed under a predecessor Contract (providing the same services), the suitability determination made under the previous Contract will carry over to the task order. The Contractor will be required to submit new suitability applications once the guards' current suitability clearances expire.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance 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 follow 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.

10. Training

General Information

All uniformed guards must complete the following training and pass the required written examination in order to be eligible to work under the task order. Guards who worked under the predecessor Contract/task order and who maintain valid certification credentials

will not be required to take the training and examination until their existing suitability adjudications expire. Prior to the expiration of their suitability adjudications, those guards must complete the required training and pass the written examination. All newly-hired guards with no prior experience under the predecessor Contract/task order or other current GSA security guard service Contract/task order must take the following training and pass the written examination prior to working under the task order.

All Government-provided training and testing for this task order shall be provided at the following location(s):

TO BE DETERMINED - Denver Metro Area

The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the Offering price, as the Contractor will not otherwise be compensated by the Government for those costs after Contract award.

The CO, COR, COTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this SOW. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the task order and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Exhibit 9.

Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed employees. The syllabi for both the Contractor-provided and the Government-provided training courses shown below are located in Exhibits 4, 5, 6, 7, and 8 of this SOW, as are required certifications of training for individual employees.

Productive Guards

All productive guards working under the task order must take and complete the following training at the time periods specified in the following chart. The CO Officer will provide the Contractor with an electronic (MS Word) version of the CGIM shortly after award of the task order. The Contractor shall be responsible for printing/photocopying the CGIM for their employees' use, at no cost to the Government or to the employees. The CGIM

should be provided to Contractor’s employees on or before the first day of their basic training course.

Note: The Government does not intend or require that the CGIM be the sole basis for training. The Contractor shall provide adequate and necessary audio-visual materials, hands-on exercises and demonstrations, additional security literature, training equipment, and all other training materials needed to ensure the guards are effectively trained and capable of performing the duties described in this SOW.

TRAINING COURSE AND HOURS	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours		XXX
FPS “orientation” training – 8 Hours	XXX	
Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours	XXX	
Annual CPR/First Aid Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Firearms Training – 40 Hours (Armed Guards Only)		XXX
Annual Firearms Requalification (Armed Guards only)		XXX

Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the task order term once they are successfully completed by the Contractor’s employees. Additionally, training certifications completed under other GSA security guard service Contracts/task orders are transferable to the task order, provided that the Contractor can furnish evidence (e.g., a valid, signed certification from the predecessor Contractor) that the training was successfully completed during the predecessor Contract. However, the CO shall have the sole discretion to accept or deny proposed training certifications (one situation where this may occur is if a predecessor Contract did not contain the same training requirements).

Semi-Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the Federal Law Enforcement Training Center (FLETC) practical pistol course (See Exhibit 8) with a passing score. The Contractor shall be responsible for ensuring that all employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis, at no additional cost to the Government.

Each employee, whether productive or supervisory, must take and complete 40 hours of refresher training within two (2) years of the previous training (basic or refresher) conclusion date. See Exhibit 6 for further information regarding the subject matter to be covered during this training.

Supervisors

All uniformed supervisors working under the task order must successfully complete both basic training and supervisory training as shown in the following chart.

TRAINING COURSE AND HOURS.	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training - 72 Hours		XXX
FPS Specific training - 8 Hours	XXX	
Magnetometer/X-Ray Training - 8 hours	XXX	
Annual CPR/First Aid Training and Certification		XXX
Re-certification Training - 40 Hours (Every 2 years)		XXX
Supervisory Training - 9 Hours		XXX
Firearms Training - 40 Hours (Armed Guards Only)		XXX
Annual Firearms Requalification (Armed Guards only)		XXX

Supervisory training will be based on the Contractor's training materials.

No supervisor shall be permitted to work under this task order without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.

Basic training, FPS "orientation" training, Magnetometer/X-Ray training, and firearms training are "one time only" courses, meaning that they do not have to be taken again during the task order term once they are successfully completed by the Contractor's employees. Training certifications may be transferable to other GSA security guard service Contracts/task orders, 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.

Written Examination

Upon the employees' successful completion of the Basic Training and Recertification Training, the Contractor must schedule with FPS an FPS-administered written examination that will test the employees' familiarity with and understanding of the information contained in the most recent version of the CGIM (April 2001 version). The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM (April 2001 version). The passing score for the examination is 80% (40 questions correct out of 50 possible questions).

If an employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the employee fails upon the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any GSA Contract/task order during that one year waiting period. If an employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any GSA Contract/task order during that one year waiting period.

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

Firearms Training and Qualification

The Contractor is responsible for providing 40 hours of firearms training prior to sending their employees to a firing range for the initial range qualification session. At least eight (8) but no more than 16 of the 40 hours should be classroom training, with the remaining 24 – 32 hours being actual training/shooting time on a firing range. **For the purposes of this task order, the Government requires that each Contract employee who receives firearms training shall fire at least 200 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the Offering price as it will not otherwise be paid by the Government. The CO will provide the Contractor with the curricula for both the transitional and basic firearms training courses shortly after award of the task order.

Any armed guard who has successfully completed a 40 hour firearms course using a .38 caliber revolver under a predecessor GSA Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate, or a current A-1 or firearms certification). 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 employee **shall not** exempt the 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 Trans-II targets only.** The targets are inexpensive and are widely and readily available through firearms catalog retailers. The Contractor shall furnish an adequate supply of targets to accomplish employee weapons qualifications as required by this task order and should factor the cost of the targets into the Offering prices, as they will not otherwise be paid for by the Government after award of the task order.

Annual firearms re-qualification does not require specific additional training; rather, it involves the employee's ability to pass the Federal Law Enforcement Training Center practical pistol course (See Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all armed employees receive the training or range time necessary to successfully re-qualify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the Offering prices, as they will not otherwise be paid for by the Government after award of the task order.

Successful firearms range qualification by the Contractor's 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.

An FPS representative will witness the firearms qualification for each employee to ensure that each employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS 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 the FPS Training Center, if a FPS Training Center is used to conduct range qualifications.** All Contractor-provided weapons used for range qualifications shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the Federal Protective Services Division, Testing and Firearms Qualifications Center (See Exhibit 8).

There is no limit on the number of times a Contract employee can attempt to re-qualify on the practical pistol course. However, **under no circumstances whatsoever will the Government permit any armed guard who has not re-qualified in a timely manner (e.g., over one year from the date of the previous qualification date) to work as an armed guard under the task order.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial

training given to enable the employee to pass the practical pistol course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable their employees to annually requalify on the practical pistol course.

Minimum Age for Firearms Licensing

Notwithstanding the minimum age requirement cited in paragraph 9 above, the Contractor must follow Federal, state and/or local licensing requirements for their employees. In most areas the minimum age requirement for armed guard personnel is twenty-one (21) years of age.

In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over this SOW.

FPS-Specific Training

All of the Contractor's employees must receive FPS-specific training prior to working under the task order. The training will be provided by FPS employees at a Government site. The site(s) and date(s) of the training session(s) will be scheduled by the COR and the Contractor after the award of the task order and prior to the start date of the task order. The subjects that will be covered by the training include:

- General information and special orders for the facilities to be protected under the task order;
- Operational procedures for security systems and security equipment used in the protected premises; and
- Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.

Each employee must be familiar with all general requirements for a specific facility before being assigned to it.

See Exhibit 7 for the complete syllabus on the FPS-specific Government provided training.

Guards and uniformed supervisors who worked under the predecessor Contract/task order 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.

Government-Provided Magnetometer/X-Ray Training

All of the Contractor's employees who will be assigned to work on posts that contain screening equipment (e.g., magnetometers and/or X-Rays) shall receive 8 hours of

Government-provided training on the use and handling of the security equipment. This training will be provided at the following locations:

To be Determined

Upon completion of this training, the FPS Training Representative will issue each employee a certificate of training completion. The Contractor shall file each certificate in each employee's personnel file.

Guards and uniformed supervisors who worked under the predecessor Contract/task order 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.

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 one (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 CO and COR will provide advice and guidance to the Contractor as to which training provider(s) are acceptable, based upon the requirements cited herein.

First Aid training and certification shall be valid for a period of two (2) years. Upon the two-year expiration of the First Aid certification, each employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.

Guards or uniformed supervisors who possess valid CPR and/or First Aid credentials will not be required to re-take the training until their credentials expire.

NO employee shall be permitted to work under this task order without valid CPR or First Aid certification credentials. Those employees who work with expired credentials will be immediately removed from the task order upon discovery of the expired credentials, and they will not be eligible to work until they are certified.

Under no circumstances whatsoever shall the Contractor require any employee to incur the expense of CPR or First Aid training/certification without providing full remuneration to the employee within fifteen (15) days of the employee's completion of the course. The CO shall report violations of this requirement to DOL for investigation and may take Contractual action as deemed appropriate.

Other Special Training

In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided to the Contractor at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned with qualified, FPS-certified Contract guards while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training if and when training is required.

Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 10).

Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center at the address below:

To Be Determined

NOTE: Government training can only be scheduled after issuance of an official Contract award by the CO.

Government Provided Training - Failure to Attend

The Contractor must ensure that their employees attend all scheduled training and examination/qualification sessions. Employee absences at scheduled training sessions have an extremely adverse effect on FPS's security guard program.

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 24 hours' advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, 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 24 hours' advance notice or an

acceptable excuse.

The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. 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 employee being placed under an unexcused absence situation.

The FPS Training Bureau 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 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).

Training Waivers

In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO may temporarily waive the time frames in which training and/or testing must be provided before a Contract employee can work under the Contract. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the employee, not to exceed 120 calendar days. **Under no circumstances may the Contractor schedule or permit any employee to work under a temporary waiver without the CO's written consent of the waiver request.** If the CO grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected employee(s) from the task order until such time as the requirements are successfully completed.

Under no circumstances will the CO permanently waive the training and testing requirements as described in this SOW for any employee of the Contractor.

11. Quality Control

Contractor-Provided Quality Control Plan

Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the Quality Control Program accepted by the Government upon award of the task order. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:

- (1) A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by Supervisors as part of their normal supervisory duties).
- (2) Quality Control Inspection Check Lists used to conduct inspections that include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
- (3) A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.
- (4) Resumes for all employees appointed to serve as Quality Control Monitors. **Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.**

Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire term of the task order. Follow-up reports shall be prepared and maintained in the above manner.

Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.

The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.

The Contractor shall maintain a file of all inspection reports related to the task order and shall make those reports available to the CO or COR upon request. The CO or COR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COR of any serious problems or deficiencies noted during an inspection and shall inform the COR of all actions taken or planned to resolve the problem.

If the Contractor's performance indicates that additional quality control measures must be taken to ensure satisfactory performance of required services, the CO and COR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO and COR may request that the Contractor take additional steps to improve both the overall performance of the task order and adherence to their Quality Control Plan.

The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for Quality Control not provided).

Government-Provided Quality Control, Inspection, and Monitoring

Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection.

People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to FPS. FPS will follow up as is appropriate with each such report. If appropriate, FPS will then advise the Contractor of the commendations or complaints received.

FPS works in partnership with client Federal agencies who reimburse FPS for contracted services. The staff and management of these Federal agencies will be supplementing FPS's own inspection and monitoring program with formal and informal observations and reports.

The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance (including the guards' professionalism, courtesy, and knowledge of their assigned duties). Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by FPS's customer surveys and other agency reviews of the Contractor's performance.

In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during an inspection/quality control exercise, the CO and/or COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

The Government may assess price deductions for services not rendered according to this SOW's requirements. Refer to Paragraph 13 for further information on deductions.

12. Payments

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

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 (Paragraph 13) will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work.

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 task order(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.**

To verify the monthly payment for productive manhours, the CO's designated representative will compare the manhours required in the task order 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 task order 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.

Any inquiries regarding payment shall be directed to the Contracting Officer:

All invoices submitted for payment should be forwarded to the Contracting Officer at the following address:

*Federal Protective Service
Department of Homeland Security
Denver Federal Center - Building 44
P.O. Box 25266
Denver, CO 80225-0266*

13. Price Deductions

Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.

The Government may either accept in part or decline altogether deficient services rendered by the Contractor. Following are criteria for deductions that the Government may take as a result of deficient performance.

Deduction for Failure to Provide Operable Vehicle

In the event the Contractor fails to provide vehicle(s) or the vehicle(s) provided is inoperable for any period of time, the Government shall deduct an equitable price from the contract, based on the estimated annual costs to the Contractor to provide the vehicle(s). The Contractor shall be responsible for furnishing vehicle operation costs to the CO upon the CO's request.

Deduction for Failure to Provide Equipment, Materials, and Uniforms

In the event the Contractor fails to provide uniforms or equipment as approved by the CO, the CO will make an equitable adjustment in the contract price for the period of deficient performance. In determining the amount of the adjustment, the CO will use as a basis the amount it would cost the Government to obtain the item(s) which the Contractor failed to provide through rental, lease, or purchase. If the item is able to be rented or leased, the Government will deduct the rental/lease cost on a per shift basis when deficiencies occur. If the item is not readily available for rent or lease and must be purchased, the Government will deduct the full cost of the purchased item for the initial violation. Additional deductions will not be made for subsequent violations involving the same item, by the same employee. This will be the basis for adjusting payments regardless of whether the Government does in fact supply the item.

Deduction for Deficient Equipment, Uniforms, Appearance, etc.

In the event a Contract employee is provided with defective equipment, defective uniforms, or his/her appearance is unsatisfactory, weapons unclean, etc., the COR or his designee(s) shall, in writing, call the attention of the Contractor to the deficiency and request the deficiency be corrected within such time as the COR or his designee(s) deems reasonable. If the Contractor does not correct the deficiency within the specified time, an FPO, LESO, or other Government employee will assume the duties of the Contract guard until such time as the Contractor corrects the deficiency, and the CO shall deduct the costs of providing the service from the Contractor's next monthly payment.

IMPORTANT NOTE: The *average hourly cost for an FPS employee to man a guard post is \$30.00. In no instance shall the Government deduct less than the Contractor's established hourly rate for productive guard services or deduct more than \$50.00 per hour for the productive services.*

Deduction for Loss, Damage, Destruction, or Unauthorized Use of Government Property

In the event any employee loses, damages, destructs, or makes unauthorized use of Government property that causes the Government to incur costs to replace, repair or otherwise make whole the affected property, the Government shall notify the Contractor in writing of the nature of the damage, the costs associated with replacement, repair, etc., and the proposed deduction amount. The Contractor shall have 10 days to respond to the notice of intended deduction. The deduction, if assessed, will be taken from the next monthly payment.

Deduction for Failure of Guards to Attend Scheduled Government Training

In the event the Contractor schedules a guard to attend training or firearms qualification on a pistol range but the guard has an unexcused absence, the CO will make an equitable adjustment in the Contract price for the number of hours the guard is absent. In determining the amount of the adjustment, the CO will use as a basis the hourly rate paid to the instructor or qualifying official, plus any additional relevant costs, such as the costs for materials related to the training and all expenses related to travel, lodging, etc.

Deduction Schedule

The deduction rate for failure to provide required level of service shall be the established hourly rate contained in Part III.

DEFICIENCY

DEDUCTION

- | | |
|--|---|
| 1. Unarmed guard working on or at an armed post | 100% of the Productive hourly rate for each hour employee works |
| 2. Guard working without valid GSA/ FPS Certification or Suitability Clearance | 100% of the Productive hourly rate for each hour employee works |
| 3. Failure to provide required relief breaks | Productive hourly rate, pro-rated for amount of relief not provided |

- | | |
|--|---|
| 4. Backfill required by FPS personnel | No less than 100% of the Productive hourly rate and no more than \$50.00 per hour of FPS provided services (average \$30.00 per hour) |
| 5. Failure to provide uniforms or equipment | Based on actual cost of purchase, lease, or rental pro-rated for time period in question |
| 6. Failure to provide vehicle performance | Based on pro-rated share of Contractor's actual costs |
| 7. Loss, Damage, Destruction, or Unauthorized Use of Government Property | Actual cost to replace, repair, or "make whole" the affected property. |

14. Performance Evaluations

The CO and/or COR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the Contractor's overall performance of the task order. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the task order. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.

The Government shall formally evaluate, in writing, the Contractor's performance *at least twice per year* -- usually at mid-year and at the end of the year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Government's task order file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete agreement with the findings of the performance evaluation.

The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.

The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s)/task order(s) to the Contractor.

15. Marking and Payment of Postage, Shipping, and Handling Fees

All information submitted to the CO or the COR shall indicate clearly the task order number under which the information is being submitted.

The Contractor shall pay all costs related to the Contractor's submission of information to FPS, including forms, reports, files, correspondence, invoices, payrolls, etc. These costs must be factored into the Offering prices, as they will not otherwise be compensated by the Government after award of the task order.

Description/Specifications

LIST OF EXHIBITS

EXHIBIT	TITLE
EXHIBIT 1	Productive and Supervisory Requirements Including Post Hours and Location
EXHIBIT 2	Communication Equipment Requirements
EXHIBIT 3	Patrol Vehicle Requirements
EXHIBIT 4	Training Subjects to be Presented to the Contract Guards by the Contractor
EXHIBIT 4A	Contractor's Certification of Basic Training
EXHIBIT 5	Supervisory Training Subjects to be Presented by the Contractor
EXHIBIT 5A	Contractor's Certification of Supervisory Training
EXHIBIT 6	Contractor-Provided Recertification
EXHIBIT 6A	Contractor's Certification of Recertification Training
EXHIBIT 7	Training Subjects Presented by the Government's COR to Contract Employees
EXHIBIT 7A	Contractor's Certification of Government-Provided Training
EXHIBIT 8	Contractor-Provided Firearms Training/Certification Practical Pistol Course
EXHIBIT 8A	Contractor's Certification of Firearms Training
EXHIBIT 9	Contractor's Training Schedule and Plan
EXHIBIT 10	Standard Form (SF) 78, Certificate of Medical Examination
EXHIBIT 10A	Medical Standards and Essential Job Functions
EXHIBIT 11	Contractor's Certification of Contract Employee Eligibility Requirements
EXHIBIT 12	Key Personnel Resume
EXHIBIT 13	Security Clearance Requirements
EXHIBIT 14	Department of Labor Wage Determination(s)

EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. PRODUCTIVE HOURS:

LOCATION:

CLASS II GUARDS

See Attachments A thru E
All posts are Armed Guard Posts

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 paid 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 paid 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 bid

EXHIBIT 3

PATROL VEHICLE REQUIREMENTS

1. Facility:

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The fire extinguishers shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

3. Vehicle Requirements:

	Vehicle No. 1	Vehicle No. 2	*Other
Estimate(s) of hour(s) to be used daily	24	12	N/A
Number(s) of days per week	7	5	N/A
Estimated miles per day	150	100	N/A

*4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

EXHIBIT 4

BASIC TRAINING SUBJECTS TO BE PRESENTED TO THE CONTRACT GUARDS BY THE CONTRACTOR

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS CONTRACT GUARD INFORMATION MANUAL (CGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

72 Hours⁴

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of GSA and as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection approach the program to	2	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this to security (Note: GSA will provide instructor with information on this assist in training)
Overview of the Roles & Responsibilities of a Contract Guard being (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

⁴ The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, but under no circumstances shall the Instructor provide less than 72 hours of training. It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism methods Part II: Interactive Training	1	Role playing or other interactive between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	2	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications methods Part II: Interactive Training	1	Role playing or other interactive between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations methods Part II: Interactive Training	1	Role playing or other interactive between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.

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<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior , Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human methods Behavior, Part II: Interactive Training	1	Role playing or other interactive between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	1	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	1	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and

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<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Use of Force (CHAPTER THREE, CGIM)	1	<p>confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.</p> <p>Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.</p>
Crime Scenc Protection (CHAPTER THREE, CGIM)	1	<p>Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.</p>
Rules of Evidence (CHAPTER THREE, CGIM)	1	<p>Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.</p>
Contract Guard Administration	1	<p>Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.</p>
Post Duties (CHAPTER FOUR, CGIM)	1	<p>Instructor(s) will discuss the purpose of posts and identify the various types of protective scrvices. Discuss the necessity of proper observation and counter-surveillance while manning a post.</p>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	<p>Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law</p>

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
General Response Procedures (CHAPTER FOUR, CGIM)	1	enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
Access Control (CHAPTER FIVE, CGIM)	2	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio Communications protocol.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.).

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<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Records, Reports, & Forms	3	<p>sprinkler systems, fire alarm systems, and other standard fire prevention equipment.</p> <p>Instructor will lecture on importance of properly prepared records, reports, and forms.</p> <p>Students shall be given examples and prepare sample records, reports, and forms as they will use on a GSA contract. Emphasis on tips for effective report writing.</p>
Special Situations (CHAPTER NINE, CGIM)	2	<p>Instructor shall discuss various types of special situations which guards may be required to respond to, such as Providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.</p>
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	3	<p>Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an the American Red Cross instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)</p>
(CHAPTER ELEVEN, CGIM) Flying the Flag	1	<p>Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.</p>
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	2	<p>Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.</p>

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<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Workplace Violence (CHAPTER THIRTEEN, CGIM)	2	Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	2	Instructor (s) will discuss and provide / field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and Prevention; then, response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.

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<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety and Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

Exhibit 4A
CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Contract Employee's Name:

SSN:

I hereby certify that the above-named employee has completed basic training as listed below:

SUBJECT DATE COMPLETED NUMBER OF HOURS

BASIC TRAINING _____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 5A

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

9 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Supervisor's Duties and Repons	2	Instructor(s) will discuss the basic duties and responsibilities of a DHS Contract Guard supervisor. Discussions will Include instructions that all duty posts are to be manned at all times as required by the Contract; that all required GSA forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
GSA Contract Requirements	1	Instructor(s) will review basic GSA Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and DHS officials involved in the administration and operation of DHS Contracts. An actual Contract will be discussed so that students will be familiar with all aspects of such Contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.

EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. Discussion will focus on the use of criticism with the intention of improving job performance.
Effective Written and Oral Communication	1	Instructor(s) will discuss the problems encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees & Problem Solving	1	Instructor(s) will discuss methods used to motivate employees and to improve the performance of those employees who are not performing at acceptable standards. Emphasis will be on early identification of problem employees and methods that may be used to bring poor performance up to acceptable standards. Discussion will include problems related to alcoholism, illegal drug usage, and other related topics.

EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Scheduling Employees	1	Instructor(s) will discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical "hands on" scheduling exercises.

EXHIBIT 5A

CONTRACTOR'S CERTIFICATE OF SUPERVISORY TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed supervisory training as listed below:

SUBJECT DATE COMPLETED NUMBER OF HOURS

SUPERVISORY TRAINING _____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 6

CONTRACTOR PROVIDED BI-ANNUAL RECERTIFICATION TRAINING
TO BE PRESENTED TO ALL CONTRACT GUARDS

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS CONTRACT GUARD INFORMATION MANUAL (CGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

40 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the GSA & FPS (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	1	Instructor(s) will discuss the concept of Customer Oriented Protection and the role contract guards play in this approach to security (<i>Note: GSA will provide the instructor with information on this program to assist in training</i>)
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a Federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

The Contractor must present 40 hours of re-certification training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught.

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There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism methods Part II: Interactive Training overview of	1	Role playing or other interactive between instructor and students using scenarios of ethical and Professional behavior by guards based on the this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	1	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications methods Part II: Interactive Training	1	Role playing or other interactive between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Professional Public Relations	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Part II: Interactive Training		
Understanding Human Behavior , Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	5	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	.5	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	.5	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	.5	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	.5	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	.5	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	5	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	.5	Instructor will lecture on importance of properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a GSA contract. Emphasis on tips for effective report writing.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	.5	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	1	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided by an American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	.5	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	.5	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	1	Instructor will discuss workplace violence; who commits violent acts and why; guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	1	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	.5	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage(CHAPTER SEVENTEEN, CGIM)	5	Instructor will lecture on defining the Terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	2	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.

EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.

EXHIBIT 6A

CONTRACTOR'S CERTIFICATION OF BI-ANNUAL RECERTIFICATION TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed recertification training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
RE-CERTIFICATION TRAINING	_____	_____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISON-MENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 7

TRAINING SUBJECTS PRESENTED BY
THE GOVERNMENT'S COR TO CONTRACT EMPLOYEES

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss GSA's jurisdiction within Federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes	3	Develop an understanding of the types, and Required DHS Forms requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA/DHS Form 3155, Preliminary Investigation and GSA/DHS Form 3157, Crime Analysis. Instructor(s) will review and discuss the importance of the following forms:

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EXHIBIT 7 (CONT)

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio	1	<p>a. GSA Form 3155, Preliminary Investigation;</p> <p>b. GSA Form 3157, Crime Analysis;</p> <p>c. GSA Form 1039, Record of Property Found;</p> <p>d. GSA Form 252, Found Property Tag;</p> <p>e. GSA Form 1789, Register of Visitors;</p> <p>f. GSA Form 139, Arrival and Departures;</p> <p>g. NCR Form 139-R, Relief Guard Register</p> <p>h. GSA Form 239, Officer and Inspectors Register;</p> <p>i. GSA Form 435, Guards Hourly Report;</p> <p>j. Special forms unique to the facility used in the performance of the Contract duties.</p> <p>Instruction will prepare the Contract Communications guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.</p>

EXHIBIT 7 (CONT)

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Role of Local, State	1	<p>The Contract guards will be instructed and Federal Police Agencies in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.</p>

EXHIBIT 7A

CONTRACTOR'S CERTIFICATION OF GOVERNMENT-PROVIDED TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
GOVERNMENT-PROVIDED TRAINING		8

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 8
 CONTRACTOR-PROVIDED FIREARMS TRAINING
 PRACTICAL PISTOL COURSE

<u>Distance</u>	<u>Stage</u>	<u>Position</u>	<u>MODE</u>	<u>Rounds</u>	<u>Shots</u>	<u>Time</u>
3 Yds	1	Standing point shoulder reference sights (FI) Strong hand only	DA	6	1	2 sec
		One shot in 2 seconds, reholster after each shot (X6).				
	2	Standing point shoulder reference sights (FI) Two handed	DA	6	2	3/2 Sec.
		Two shots in 3 seconds, come to combat ready position (weapon below eye level), bring weapon to eye level and fire two shots in 2 seconds (X2).				

<u>Distance</u>	<u>Stage</u>	<u>Position</u>	<u>MODE</u>	<u>Rounds</u>	<u>Shots</u>	<u>Time</u>
7 Yds	1	Standing two hands with sights (FI)	DA	12	1	3 Sec.
		One shot in 3 seconds, reholster after each shot (X5).		1/RL-6/1		20 sec.
		One shot, unload, reload w/6 rounds in 20 seconds (15 seconds if speedloaders are used), transfer weapon to weak hand and fire one additional shot weak hand only. From aimed in position continue firing one shot in 3 seconds (X5). STANCE DOES NOT CHANGE.				
	2	Standing two hands with sights (FI)	DA	12	2	4 sec.
		Two shots in 4 seconds, reholster after each pair (X2).		2/RL-2(6)/2		15 sec.
		(six rounds if speedloader is used), fire two more shots in 15 seconds. If pouch is used reload with four rounds. From aimed in position fire two shots in 4 seconds (X2). Strong hand only.				

EXHIBIT 8
 CONTRACTOR-PROVIDED FIREARMS TRAINING
 PRACTICAL PISTOL COURSE
 (cont)

<u>Distance</u>	<u>Stage</u>	<u>Position</u>	<u>MODE</u>	<u>Rounds</u>	<u>Shots</u>	<u>Time</u>
15 Yds	1	Right/Left side standing and kneeling Barricade	DA	12	3	7 Sec.

Draw and fire three shots in 7 seconds right side standing position. When target edges away, shooter position assumes right side kneeling position and remains aimed in on target. Target faces, shooter fires three shots.

Shooter unloads and reloads six rounds In kneeling position, utilizing cover. Shooter then moves to left side standing position. Fire three shots in 25 seconds (20 seconds if speedloader is used). When target edges away, shooter assumes left side kneeling position and stays aimed in. Target faces and shooter fires three shots in 6 seconds.

NOTE: When shooter is aimed in on edged targets, the finger will be on the trigger. However, when moving to the different positions, the shooter's finger will be OFF the trigger.

<u>Distance</u>	<u>Stage</u>	<u>Position</u>	<u>MODE</u>	<u>Rounds</u>	<u>Shots</u>	<u>Time</u>
25 Yds	1	Right side standing barricade position	DA	6	3/2/1	8/5/3 Sec

Draw and fire three shots in 8 seconds, remain aimed in on target. Target faces, shooter fires two shots in 5 seconds, remain aimed in on target. Target faces, shooter fires one shot in 3 seconds.

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<u>Distance</u>	<u>Stage</u>	<u>Position</u>	<u>MODE</u>	<u>Rounds</u>	<u>Shots</u>	<u>Time</u>
25 Yds	2 3/2/1	Left side 8/5/3 Sec. standing barricade position	DA	6		

Repeat Sequence in Stage 2.

NOTE: When shooter is aimed in on edged target, the finger will be ON the trigger.

COURSE NOTE: For the stages in which the shooter fires and then reholsters, the procedure will be as follows:

Aimed in until the target edges away. The shooter will then look left, then right (using the eyes only, not the head), before reholstering the weapon.

MARKSMANSHIP RATINGS:

210 - 254	Marksman
255 - 284	Sharpshooter
285 - 299	Expert
300	Distinguished Expert

TOTAL ROUNDS	60
POSSIBLE SCORE	300
MINIMUM SCORE	210

EXHIBIT 8A

CONTRACTOR'S CERTIFICATION OF FIREARMS TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above named employee has completed training as listed below:

SUBJECT DATE COMPLETED NUMBER OF HOURS

FIREARMS TRAINING _____

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALISTS, AND OTHER AUTHORIZED EMPLOYEES OF THE FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE

EXHIBIT 9

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

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EXHIBIT 10

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

See Enclosure 1

EXHIBIT 10A

MEDICAL STANDARDS AND ESSENTIAL JOB FUNCTIONS

The Contractor shall complete Section 4 of Exhibit 10, and each Contract employee must attach this Exhibit (10A) to the SF 78 and present it to the physician conducting the medical examination. The physician shall document all instances where the Contract employee has a potentially disqualifying condition and shall document, for each instance noted, why the Contract employee is in his/her professional opinion qualified to perform the essential job functions required under the Contract.

Essential Job Functions

Following are the essential job functions for uniformed employees working under the Contract:

- Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
- Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons or during emergencies).
- Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
- Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
- Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Medical Examinations

The following three conditions are automatically disqualifying, and the Government will not permit any individual with any of the conditions to work under the Contract:

- Complete loss of vision in one eye; or
- Complete loss of hearing in one ear; or

The Medical Standards section below discusses all other medical standards prospective employees must meet. If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions required under the Contract.

Medical Standards

All uniformed guards must meet the following medical standards:

Vision: Individual must have binocular vision and must not test less than 20/20 as measured with both eyes viewing. Corrected visual acuity must be 20/200 or better in the worst eye. Visual fields must be full with good peripheral vision. Any disease or condition that interferes with the individual's vision, including abnormal color vision with severe color deficiency, is a disqualifying factor.

Hearing: In the frequency range from 500 – 2,000 hertz (Hz), the deficit cannot exceed 30 decibels in either ear. At 3,000 Hz the deficit cannot exceed 40 decibels in either ear. Any disease or condition that interferes with the individual's ability to hear or equilibrium is a disqualifying factor.

Head, Nose, Mouth, Throat, and Neck: Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak or breathe is a disqualifying factor.

Cardiovascular System: Any disease or condition which interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.

Chest and Respiratory System: Individual must have a healthy respiratory system. Any disease or condition which interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.

Gastrointestinal System: Individual must have a healthy gastrointestinal tract. Any disease or condition which interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor.

Genitourinary System: Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.

Endocrine and Metabolic Systems: Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.

Musculoskeletal System: Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.

Hematology System: Any hematological condition that adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor.

Neurological Systems: Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.

Psychiatric Disorders: Any disorder which affects the individual's judgement, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.

Dermatology: Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.

Medication: The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.

Organ transplantation and prosthetic devices: Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

EXHIBIT 11

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

Contract Employee's Name:

SSN:

I hereby certify that the above-named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 - CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
PSYCHOLOGICAL/RELIABILITY EXAM	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE (Armed Employee Only)	_____
FIREARMS QUALIFICATION CERTIFICATE (Armed Employee Only)	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____
RE-CERTIFICATION TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)	_____
REFRESHER TRAINING	_____

EXHIBIT 11, Continued

CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

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CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

This certification shall be completed and submitted to the COR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the contract and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur.

EXHIBIT 12

KEY PERSONNEL RESUME

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ PERSONS

DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>
<u>From</u>				

EDUCATION SUMMARY:

<u>Name/Address</u>	<u>Dates Attended</u>	<u>Diploma or Certificate Issued</u>
---------------------	-----------------------	--------------------------------------

High School:

College/Specialized:

Trade-School(s):

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.

EXHIBIT 13

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. GSA Suitability Determination	_____	_____
<u>PERSONNEL CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C - "Q" (Top Secret)	_____	_____
F. N.R.C. - "L" (Secret)	_____	_____
G. FPS Suitability Determination	<u>XXX</u>	_____
H. Other	_____	_____

NOTE: FACILITIES/GUARD POSTS MAY VARY IN CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT I FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

EXHIBIT 14

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DEPARTMENT OF LABOR WAGE DETERMINATION(S)

94-2082 CO,DENVER

06/22/04

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2082

William W. Gross

Division of |

Revision No.: 17

Director

Wage Determinations|

Date Of Last Revision: 06/11/2004

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.04
01012 - Accounting Clerk II	12.71
01013 - Accounting Clerk III	14.75
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.19
01050 - Dispatcher, Motor Vehicle	16.19
01060 - Document Preparation Clerk	11.87
01070 - Messenger (Courier)	8.89
01090 - Duplicating Machine Operator	11.87
01110 - Film/Tape Librarian	14.51
01115 - General Clerk I	9.91
01116 - General Clerk II	11.15
01117 - General Clerk III	12.16
01118 - General Clerk IV	13.91
01120 - Housing Referral Assistant	16.72
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	13.41
01191 - Order Clerk I	13.38
01192 - Order Clerk II	14.28
01261 - Personnel Assistant (Employment) I	13.03
01262 - Personnel Assistant (Employment) II	14.64
01263 - Personnel Assistant (Employment) III	16.38
01264 - Personnel Assistant (Employment) IV	18.25
01270 - Production Control Clerk	18.14
01290 - Rental Clerk	14.11
01300 - Scheduler, Maintenance	14.11
01311 - Secretary I	14.11
01312 - Secretary II	14.83
01313 - Secretary III	16.72
01314 - Secretary IV	19.90

01315 - Secretary V

22.10

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01320 - Service Order Dispatcher	12.77
01341 - Stenographer I	11.87
01342 - Stenographer II	14.45
01400 - Supply Technician	21.12
01420 - Survey Worker (Interviewer)	13.48
01460 - Switchboard Operator-Receptionist	11.57
01510 - Test Examiner	16.19
01520 - Test Proctor	16.19
01531 - Travel Clerk I	12.50
01532 - Travel Clerk II	13.11
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.87
01612 - Word Processor II	14.45
01613 - Word Processor III	16.19
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.41
03041 - Computer Operator I	14.51
03042 - Computer Operator II	16.29
03043 - Computer Operator III	19.09
03044 - Computer Operator IV	21.18
03045 - Computer Operator V	23.47
03071 - Computer Programmer I (1)	20.09
03072 - Computer Programmer II (1)	24.23
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.51
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	24.75
05010 - Automotive Glass Installer	17.53
05040 - Automotive Worker	17.53
05070 - Electrician, Automotive	18.50
05100 - Mobile Equipment Servicer	15.94
05130 - Motor Equipment Metal Mechanic	18.85
05160 - Motor Equipment Metal Worker	17.53
05190 - Motor Vehicle Mechanic	18.85
05220 - Motor Vehicle Mechanic Helper	14.86
05250 - Motor Vehicle Upholstery Worker	17.53
05280 - Motor Vehicle Wrecker	17.53
05310 - Painter, Automotive	17.82
05340 - Radiator Repair Specialist	17.53
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	18.85
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.20
07010 - Baker	13.29
07041 - Cook I	10.50
07042 - Cook II	11.56
07070 - Dishwasher	8.68
07130 - Meat Cutter	13.86
07250 - Waiter/Waitress	9.68
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09070 - Furniture Refinisher	17.33
09100 - Furniture Refinisher Helper	14.45

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09110 - Furniture Repairer, Minor	16.45
09130 - Upholsterer	17.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	1.08
11060 - Elevator Operator	9.62
11090 - Gardener	14.58
11121 - House Keeping Aid I	8.48
11122 - House Keeping Aid II	9.62
11150 - Janitor	11.37
11210 - Laborer, Grounds Maintenance	11.76
11240 - Maid or Houseman	8.10
11270 - Pest Controller	14.56
11300 - Refuse Collector	11.51
11330 - Tractor Operator	14.84
11360 - Window Cleaner	12.39
12000 - Health Occupations	
12020 - Dental Assistant	16.17
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.10
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.17
12073 - Licensed Practical Nurse III	18.09
12100 - Medical Assistant	12.32
12130 - Medical Laboratory Technician	14.44
12160 - Medical Record Clerk	12.56
12190 - Medical Record Technician	14.75
12221 - Nursing Assistant I	9.22
12222 - Nursing Assistant II	11.21
12223 - Nursing Assistant III	12.23
12224 - Nursing Assistant IV	13.74
12250 - Pharmacy Technician	13.46
12280 - Phlebotomist	12.72
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	27.12
12313 - Registered Nurse II, Specialist	27.12
12314 - Registered Nurse III	34.22
12315 - Registered Nurse III, Anesthetist	34.22
12316 - Registered Nurse IV	41.02
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.82
13011 - Exhibits Specialist I	16.92
13012 - Exhibits Specialist II	20.96
13013 - Exhibits Specialist III	25.57
13041 - Illustrator I	16.95
13042 - Illustrator II	21.00
13043 - Illustrator III	25.61
13047 - Librarian	22.85
13050 - Library Technician	15.69
13071 - Photographer I	14.13
13072 - Photographer II	15.81
13073 - Photographer III	19.58
13074 - Photographer IV	23.95
13075 - Photographer V	28.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.83
15030 - Counter Attendant	8.83
15040 - Dry Cleaner	10.54
15070 - Finisher, Flatwork, Machine	8.83
15090 - Presser, Hand	8.83

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15100 - Presser, Machine, Drycleaning	8.83
15130 - Presser, Machine, Shirts	8.83
15160 - Presser, Machine, Wearing Apparel, Laundry	8.83
15190 - Sewing Machine Operator	11.25
15220 - Tailor	13.90
15250 - Washer, Machine	10.17
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.70
19040 - Tool and Die Maker	20.84
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.95
21020 - Material Coordinator	18.14
21030 - Material Expediter	18.14
21040 - Material Handling Laborer	14.29
21050 - Order Filler	11.18
21071 - Forklift Operator	14.70
21080 - Production Line Worker (Food Processing)	14.16
21100 - Shipping/Receiving Clerk	12.85
21130 - Shipping Packer	12.58
21140 - Store Worker I	11.44
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.27
21210 - Tools and Parts Attendant	14.80
21400 - Warehouse Specialist	12.87
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.97
23040 - Aircraft Mechanic Helper	14.59
23050 - Aircraft Quality Control Inspector	19.47
23060 - Aircraft Servicer	16.61
23070 - Aircraft Worker	16.90
23100 - Appliance Mechanic	17.70
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	18.97
23130 - Carpenter, Maintenance	17.33
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	23.44
23181 - Electronics Technician, Maintenance I	18.88
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	21.85
23260 - Fabric Worker	16.45
23290 - Fire Alarm System Mechanic	19.22
23310 - Fire Extinguisher Repairer	16.45
23340 - Fuel Distribution System Mechanic	21.99
23370 - General Maintenance Worker	16.19
23400 - Heating, Refrigeration and Air Conditioning Mech	17.99
23430 - Heavy Equipment Mechanic	19.80
23440 - Heavy Equipment Operator	19.15
23460 - Instrument Mechanic	18.17
23470 - Laborer	10.51
23500 - Locksmith	17.33
23530 - Machinery Maintenance Mechanic	19.64
23550 - Machinist, Maintenance	18.11
23580 - Maintenance Trades Helper	14.45
23640 - Millwright	19.23
23700 - Office Appliance Repairer	17.85
23740 - Painter, Aircraft	19.06
23760 - Painter, Maintenance	17.55
23790 - Pipefitter, Maintenance	20.13
23800 - Plumber, Maintenance	17.96

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23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.73
23890 - Sheet-Metal Worker, Maintenance	18.23
23910 - Small Engine Mechanic	16.73
23930 - Telecommunication Mechanic I	18.97
23931 - Telecommunication Mechanic II	19.90
23950 - Telephone Lineman	18.97
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.97
23980 - Woodworker	16.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.11
24580 - Child Care Center Clerk	10.36
24600 - Chore Aid	8.71
24630 - Homemaker	13.07
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.91
25040 - Sewage Plant Operator	19.73
25070 - Stationary Engineer	21.91
25190 - Ventilation Equipment Tender	15.99
25210 - Water Treatment Plant Operator	19.73
27000 - Protective Service Occupations	
(not set) - Police Officer	27.05
27004 - Alarm Monitor	17.43
27006 - Corrections Officer	19.66
27010 - Court Security Officer	21.47
27040 - Detention Officer	19.66
27070 - Firefighter	21.25
27101 - Guard I	8.26
27102 - Guard II	14.56
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.63
28020 - Hatch Tender	17.63
28030 - Line Handler	17.63
28040 - Stevedore I	16.87
28050 - Stevedore II	22.06
29000 - Technical Occupations	
21150 - Graphic Artist	20.00
29010 - Air Traffic Control Specialist, Center (2)	32.38
29011 - Air Traffic Control Specialist, Station (2)	22.12
29012 - Air Traffic Control Specialist, Terminal (2)	24.36
29023 - Archeological Technician I	16.63
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.05
29030 - Cartographic Technician	23.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	20.19
29061 - Drafter I	13.98
29062 - Drafter II	15.68
29063 - Drafter III	18.60
29064 - Drafter IV	23.03
29081 - Engineering Technician I	14.36
29082 - Engineering Technician II	16.83
29083 - Engineering Technician III	20.09
29084 - Engineering Technician IV	23.53

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29085 - Engineering Technician V	27.04
29086 - Engineering Technician VI	32.73
29090 - Environmental Technician	22.63
29100 - Flight Simulator/Instructor (Pilot)	32.85
29160 - Instructor	22.96
29210 - Laboratory Technician	17.66
29240 - Mathematical Technician	23.03
29361 - Paralegal/Legal Assistant I	17.09
29362 - Paralegal/Legal Assistant II	20.73
29363 - Paralegal/Legal Assistant III	25.36
29364 - Paralegal/Legal Assistant IV	30.68
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.88
29491 - Unexploded Ordnance (UXO) Technician I	20.39
29492 - Unexploded Ordnance (UXO) Technician II	24.67
29493 - Unexploded Ordnance (UXO) Technician III	29.57
29494 - Unexploded (UXO) Safety Escort	20.39
29495 - Unexploded (UXO) Sweep Personnel	20.39
29620 - Weather Observer, Senior (3)	20.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.34
29622 - Weather Observer, Upper Air (3)	18.34
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.52
31260 - Parking and Lot Attendant	7.94
31290 - Shuttle Bus Driver	14.43
31300 - Taxi Driver	11.72
31361 - Truckdriver, Light Truck	14.43
31362 - Truckdriver, Medium Truck	18.23
31363 - Truckdriver, Heavy Truck	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.16
99030 - Cashier	9.31
99041 - Carnival Equipment Operator	10.81
99042 - Carnival Equipment Repairer	11.65
99043 - Carnival Worker	8.45
99050 - Desk Clerk	9.85
99095 - Embalmer	20.60
99300 - Lifeguard	10.71
99310 - Mortician	20.60
99350 - Park Attendant (Aide)	12.49
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.93
99500 - Recreation Specialist	11.24
99510 - Recycling Worker	14.72
99610 - Sales Clerk	9.93
99620 - School Crossing Guard (Crosswalk Attendant)	10.41
99630 - Sport Official	8.64
99658 - Survey Party Chief (Chief of Party)	15.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.98
99660 - Surveying Aide	8.54
99690 - Swimming Pool Operator	13.37
99720 - Vending Machine Attendant	11.27
99730 - Vending Machine Repairer	13.37
99740 - Vending Machine Repairer Helper	11.27

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

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**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

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

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

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PART C - CONTRACT CLAUSES

Contract Administration Data

Invoicing

The following instructions shall be followed when preparing and submitting invoices for payment:

1. Include the following required items on the invoices that are submitted for payment:
 - Name of Contractor
 - Invoice Date
 - Government contract number, or other authorization for delivery of goods or services.
 - Contractor invoice number, and/or other identifying number agreed to, by the contract.
 - Description (include for example, contract line item number), price, and quantity of goods and/or services rendered.
 - Shipping and Payment terms (unless mutually agreed that this information is only required in the contract).
 - Point of Contact (familiar with invoice), title, and telephone number.
 - Other documentation or information required by the contract.
2. Invoices are to be mailed or couriered to the appropriate Federal Protective Service (FPS) Regional Office Contracting Officer (C.O.).
3. Invoices will be sent to:
 - Federal Protective Service
 - Denver Federal Center
 - West 6th Avenue and Kipling Street
 - Building 44
 - Denver, Co 80225-0266

Payment

1. *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
2. *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
3. *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
4. *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
5. *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

Taxes

The contract price includes all applicable Federal, State, and local taxes and duties.

Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall

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

Termination for cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

Order of precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding notation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

Special Contract Requirements

Clauses, Terms and Conditions agreed upon in the Federal Supply Schedule Contract are in full force and effect.

52.232-18 Availability of Funds.

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year.

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance of this contract. The Government's obligation for performance of this contract for all option years is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Release of Claims

The Contractor will sign a Release of Claims by the last day of October, every year, releasing the U.S. Government from any and all claims arising under or by virtue of the referenced contract, or any modifications or change thereof, unless otherwise noted in the Release of Claims Document.

The effective date of the Release of Claims will be last day of September, each contract year.

All services or products delivered under this contract before the last day of September, each contract year, must be submitted for payment by the last day of October of the same year.

All invoices, claims and payment demands rendered later than the last day of October, and not designated as an exception of the Release of Claims document, will be rejected by the Government as untimely and returned to the Contractor without consideration.

The Government will not process invoices, claims or payment demands for subsequent services or products until the Government has received the Release of Claims document from previous contract years.

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Contract Clauses by Incorporation

52.203-5	Covenant Against Contingent Fees. (APR 1984)
52.203-7	Anti-Kickback Procedures. (JUL 1995)
52.222-3	Convict Labor (June 2003) (E.O. 11755).
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
52.222-21	Prohibition of Segregated Facilities (Feb 1999).
52.222-26	Equal Opportunity (Apr 2002) (E.O. 11246).
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).
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
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)
52.222-41	Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, <i>et seq.</i>)
52.203-71	Restriction on Advertising
52.228-70	Workers' Compensation Laws
52.229-70	Federal, State, and Local Taxes
52.232-8	Discounts for Prompt Payment
52.232-23	Assignment of Claims
52.232-71	Adjusting Payments
52.232-72	Final Payment
52.232-78	Payment Information
52.238-71	Submission and Distribution of Authorized FSS Schedule Price List
52.243-72	Modifications (Multiple Award Schedule)
52.246-73	Warranty - Multiple Award Schedule

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Attachment A
Southern Colorado & Western Slopes

Supplies or Services

Post Hours

1049 N. Academy Blvd.
Colorado Springs, CO
SSA

Bldg No: CO1866ZZ

Executive Towers
2864 So. Circle Dr.
Colorado Springs, CO
IRS
Bldg. No: CO1882ZZ

Norwest Bank Bldg
201 W. 8th Ave.
Pueblo, CO
SSA

Bldg No: CO1793ZZ

744 Horizon Drive
Grand Junction, CO
SSA

CO1880ZZ

Sheppard Building
103 Sheppard Drive #120
Durango, CO
SSA
CO1860ZZ

2425 S. Grand Ave
Glenwood Springs, CO
SSA







CO1638ZZ

SSA
1805 Pavilion Dr.
Montrose, CO

CO1925ZZ

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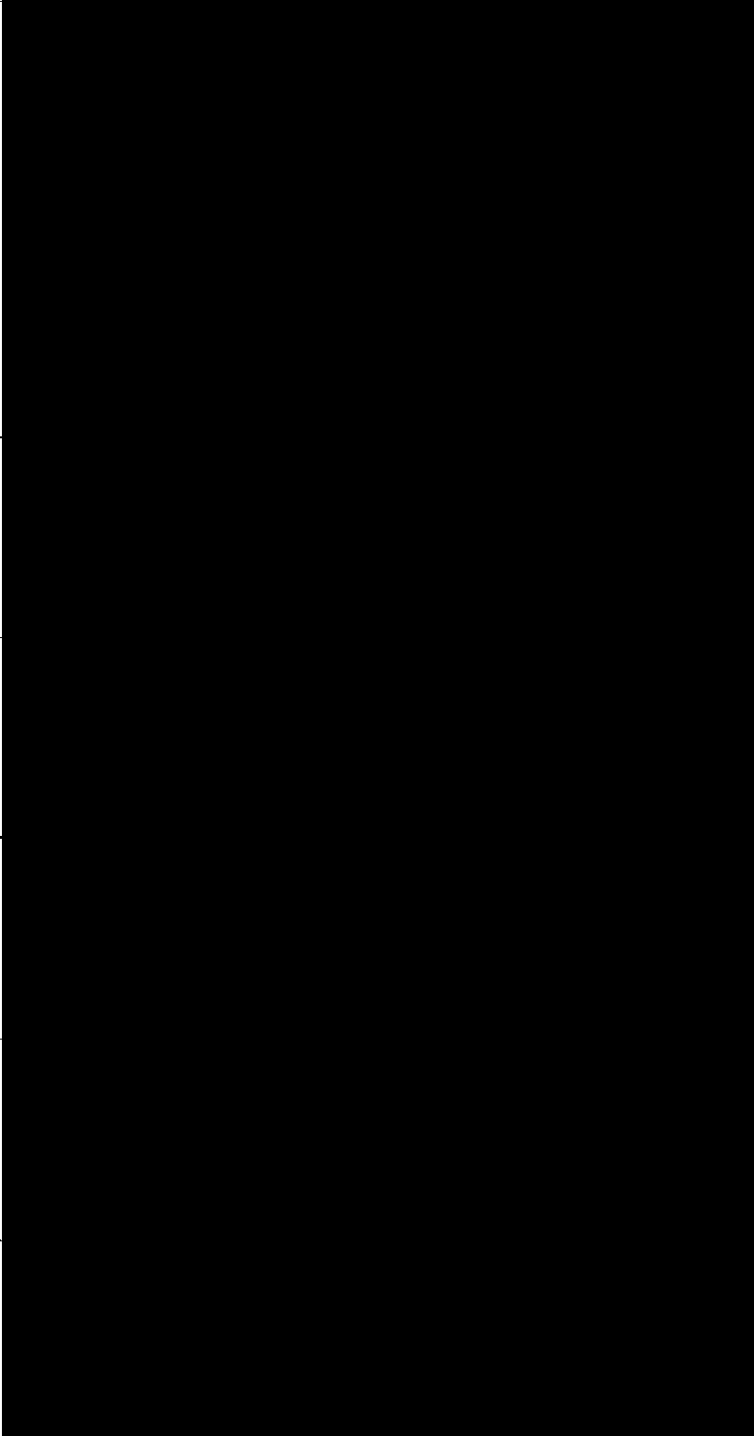
Attachment A
Southern Colorado & Western Slopes
(cont)

Supplies or Services	Post Hours
1921 State St. Alamosa, CO SSA CO1756ZZ	
207 E. Main Street Trinidad, CO SSA CO1142ZZ	
1420 3rd Street LaJunta, CO SSA	
DELEGATED LEASE	
115th N. 10th St. & Malcon Canon City, CO SSA CO1867ZZ	
121 S. Tejon Street, Suite 701 Colorado Springs, CO 80903 SSA/OH & A CO1936ZZ	

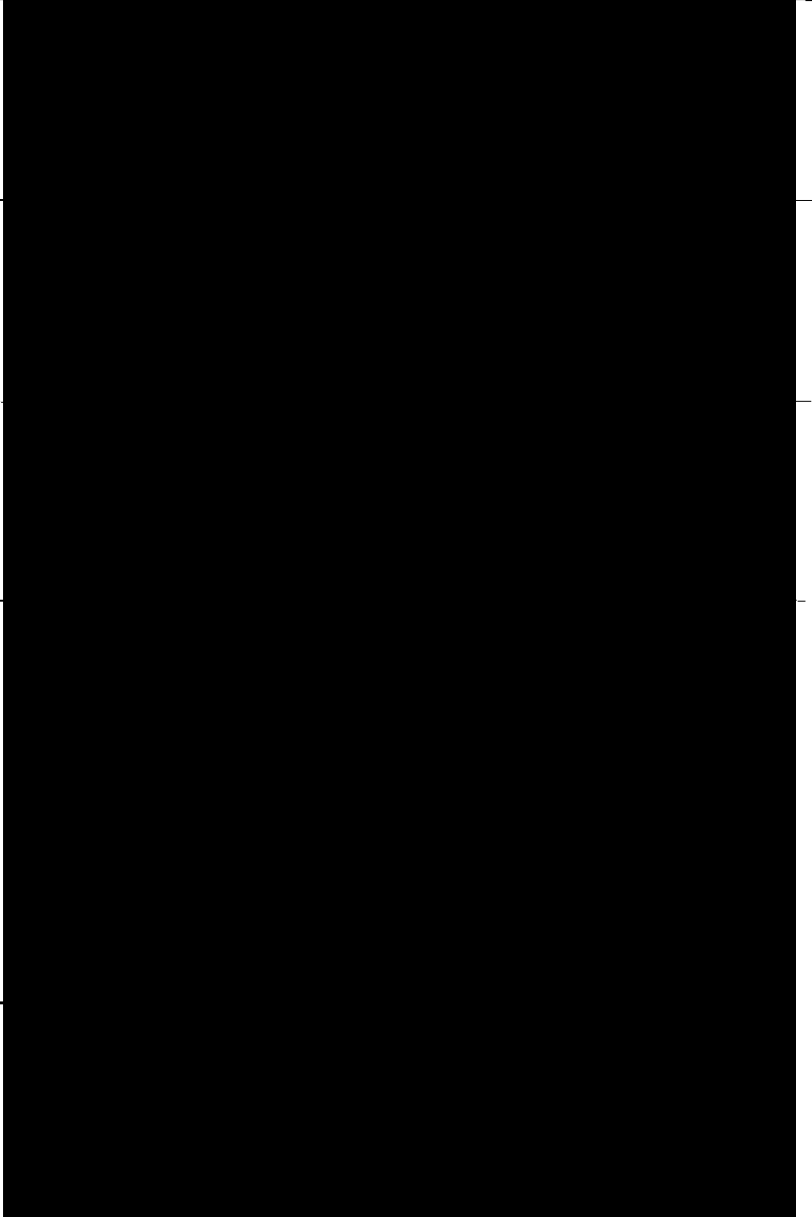
(b)(2), (b)(7)(E)

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Attachment B
Denver Federal Center Guard Posts

Supplies or Services	Post Hours
Denver Federal Center DFC Denver Colorado Gate One Bldg: CO0500AA	
Denver Federal Center DFC Denver Colorado Gate Two Bldg: CO0500AA	
Denver Federal Center DFC Denver Colorado Gate Four Bldg: CO0500AA	
Denver Federal Center DFC Denver Colorado Gate Five Bldg: CO0500AA	
Denver Federal Center DFC Denver Colorado Gate 7 Bldg: CO0500AA	
Denver Federal Center DFC Denver Colorado Building 20 Bldg: CO0511AA	

Attachment B
Denver Federal Center Guard Posts
(cont)

Supplies or Services	Post Hours
Denver Federal Center DFC Denver Colorado Building 41 Bldg: CO0516AA	
Denver Federal Center DFC Denver Colorado Building 53 Bldg: CO0530AA	
Denver Federal Center DFC Denver Colorado Building 56 Bldg: CO0533AA	
Denver Federal Center DFC Denver Colorado Building 67 Bldg: CO0627AA	
Denver Federal Center DFC Denver Colorado Building 710 Bldg: CO0576AA	

(b)(2), (b)(7)(E)

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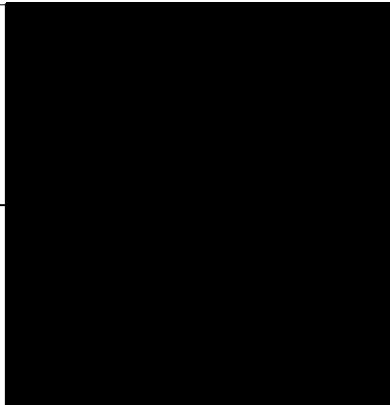
Attachment B
Denver Federal Center Guard Posts
(cont)

Supplies or Services

Post Hours

Denver Federal Center
DFC
Lakewood Colorado
Building 85
Bldg: CO0576AA

Denver Federal Center
Bldg. 25, MSHA
Lakewood Colorado
Bldg: CO0514ZZ



(b)(2), (b)(7)(E)

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Attachment C
Denver West Guard Posts

Supplies or Services

Post Hours

Post 111
655 Parfet St.
Lakewood Colorado
Bldg: CO1495ZZ

Post 101
7201/7301/7401
W. Mansfield Ave
Lakewood Colorado
Bldg: CO1669ZZ

Post 103
155 Van Gordon
Lakewood Colorado
Bldg: CO1821ZZ

Post 104
12155 W. Alameda Pkwy.
Lakewood Colorado
Bldg: CO1871ZZ

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Attachment C
Denver West Guard Posts
(cont)

Supplies or Services	Post Hours
Post 106 12795 W. Alameda Pkwy Lakewood Colorado Bldg: CO1572ZZ	
Post 108 13151 W. Alameda Lakewood Colorado Bldg: CO1930ZZ	
Post 109 8000 South Park Lane Littleton, CO Bldg: CO1902ZZ	
Post 140 740 Simms Blvd. Lakewood Colorado Bldg: CO1784ZZ	
Post 113 2850 Youngfield Golden, CO Bldg: CO1796ZZ	
Post 191 16194 W. 45th Drive Golden, CO Bldg: CO1837ZZ	

(b)(2), (b)(7)(E)

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Attachment D
Downtown and East

Supplies or Services

Post Hours

Post 201
1616 Champa St.
Denver Colorado
Bldg: CO1807ZZ

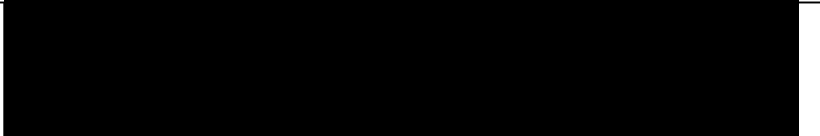
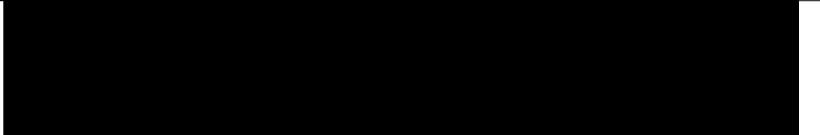
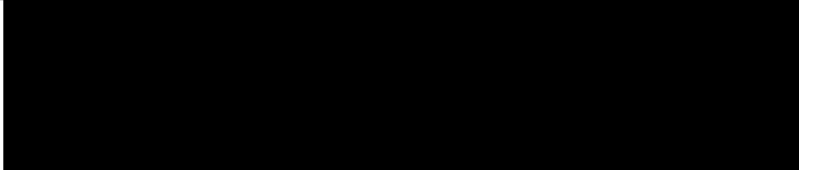
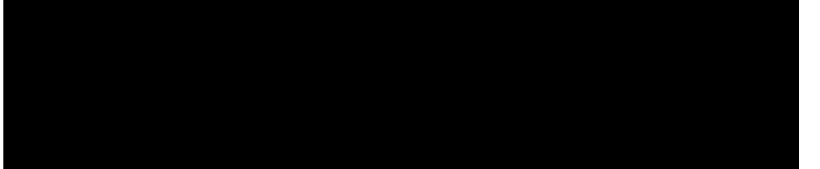
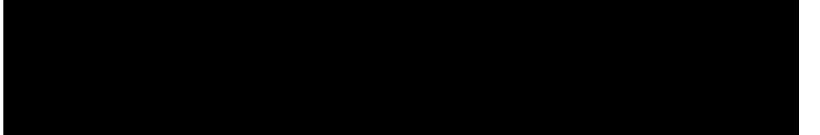
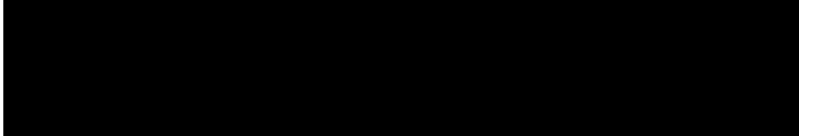
Post 203
1961 Stout St.
Denver Colorado
Bldg: CO0039ZZ

Post 205
14280 E. Jewell Ave
Aurora, Colorado
SSA
Bldg: CO1975ZZ

Post 208
721 19th St.
Denver Colorado
Bldg: CO0006ZZ

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Attachment D
Downtown and East
(cont)

Supplies or Services	Post Hours
Post 209 4730 Paris St. Denver Colorado Bldg: Co1658ZZ	
Post 210 1244 Speer Blvd. Denver Colorado Bldg: CO0054ZZ	
Post 211 5775 DTC Blvd. Ste. 350 Englewood Colorado Bldg: CO1888ZZ	
Post 212 115 Inverness Dr. East Englewood Colorado Bldg: CO1783ZZ	
Post 225 16401 E. Centre Tech Aurora Colorado Bldg: CO1846ZZ	
Post 290,291 999 18th St. Denver Colorado Bldg: CO1569ZZ	

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Attachment D
Downtown and East
(cont)

Supplies or Services

Post Hours

Post 213 600 17th St. Denver Colorado Bldg: CO1656ZZ	
Post 247, 247A 12000 E. 47th Ave. Denver Colorado Bldg: CO1933ZZ	
Post 215 1225 17th Street Denver Colorado Bldg: CO1905ZZ	
Post 214 1670 Broadway 25th Floor Denver Colorado Bldg: CO1976ZZ	

(b)(2), (b)(7)(E)

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Attachment E
Fort Collins, Boulder, Greeley Guard Posts

Supplies or Services Post Hours

Table Mesa Shopping Ctr. SSA 665 So. Broadway Boulder, Colorado Bldg: CO1782ZZ	
NWRC USDA 4101 LaPorte Ave. Ft. Collins Colorado Bldg: CO1850ZZ	
Oak Ridge Bldg. USDA-ARS/NPS 1201 Oak Ridge Ft. Collins Colorado Bldg: CO1785ZZ	
NRRC, Bldg. A USDA 2150 Centre Ave. Bldg A Ft. Collins Colorado Bldg: CO1873ZZ	
Skaggs Research Bldg. NOAA 125 Broadway Boulder, Colorado Bldg: CO0055ZZ	
Collinsbrook Building SSA 3351 Eastbrook Drive Ft. Collins Colorado Bldg: CO1927ZZ	

(b)(2), (b)(7)(E)

PROPERTY OF THE U.S. GOVERNMENT - FOR OFFICIAL USE ONLY

Attachment E
Fort Collins, Boulder, Greeley Guard Posts (cont)
Supplies or Services Post Hours

CDC Complex
CSU Campus
Rampart Road
Ft Collins Colorado
DELEGATED

Drake Professional Building
SSA
5400 W 11th St #A
Greeley, CO
Bldg: CO1915ZZ

NRRC Bldg. B
USDA/APHIS
2150 Centre Ave, Bldg B
Ft Collins Colorado
Bldg: CO1910ZZ

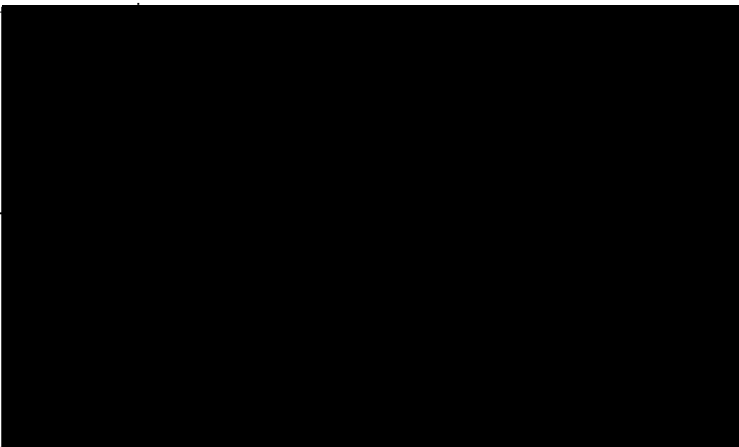
NRRC Bldg. D
2150 Centre Ave, Bldg D
Ft Collins Colorado
Bldg: CO1908ZZ

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Attachment E
Fort Collins, Boulder, Greeley Guard Posts (cont)
Supplies or Services Post Hours

Logistic Building
SSA
350 East 7th Street
Loveland, Colorado 80503
Bldg: CO1914ZZ

DEPT of COMMERCE
NIST
325 Broadway
Boulder, CO
RWA
No Building #



(b)(2), (b)(7)(E)

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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 J00001 09/01/2004

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 Federal Protective Svc. Div. - 8PS CA000
 Denver Federal Center
 Building 44
 Denver CO
 Federal Protective Svc. Div. - 8PS
 Denver Federal Center
 Building 44
 Denver CO 80225-0266

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 AM-GARD, INC. (x) HSCECA-04-Q-F00001
 600 MAIN STREET 9B. DATED (SEE ITEM 11)
 PITTSBURGH PA 152152206 09/01/2004
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)
 CODE 1612248450000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

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

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

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

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

The purpose of this Amendment is to 1) provide updated Wage Grade Determinations and the Collective Bargaining Agreement Details of each area. 2) To provide details about the site visit and 3) to inform all prospective contractors that throughout the Solicitation the acronym "GSA" is interchangeable with "FPS", and vice a versa. GSA is an acronym for the General Services Administration. FPS is an acronym for the Federal Protective Service.

Site Visit Details: Please Call Tom McKernan at 303.472-0880 to confirm attendance. Each Contractor is limited to 2 representatives. Time and Date: 0830 27 Oct 04. Building 44, Denver Federal Center.

Period of Performance: 04/01/2005 to 09/30/2005

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

15A. NAME AND TITLE OF SIGNER (Type or print) LARRY E. WEITZEL, VICE PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jamie A. Harris Contracting Officer, Region Eight
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 11-16-04	16C. DATE SIGNED Feb 23, 2005

UNION NEGOTIATIONS

We finished our negotiations yesterday and the Company provided the union with its final offer to the Collective Bargaining Agreement covering our security guards. It is our understanding that the union is going to hold a ratification vote on February 25, 2004. We sincerely hope that this fair offer is supported by our employees and is ratified at that meeting. We have informed the union that this final offer will remain open until February 26, 2004. Should it not be ratified by that date, the offer will be withdrawn in total. The reason for this is that the government has informed us that we must submit all increases to them by Friday, February 27, 2004.

We think our final offer accomplishes a lot. Here are some of the highlights of what we offered:

- Employees' seniority will now terminate 24 months after a failure to return to work because of a job-related illness or injury. It used to terminate after 18 months.
- Once a year, in your pay checks/stubs, we will notify you of the procedure for applying for supervisory vacancies.
- The Company will continue to provide you a Field Service Manual upon inception of employment which outlines the code of conduct all officers should abide by.
- The Company agreed to recognize that overtime should be awarded to the most senior, qualified and available employee.
- Call-in pay was increased from two (2) to three (3) hours.
- Wage increases across the board. The wage schedule is as follows:

	Wage	H & W	Overall Increase Per Hour
Denver	\$13.34	\$2.66	\$.55 per hour
Colorado Springs	\$11.50	\$2.66	\$.41 per hour
Pueblo, Trinidad, La Junta, Alamosa and Canon City	\$9.50	\$2.50	\$.35 per hour
Durango	\$10.00	\$2.61	\$.36 per hour

In fact, our compensation proposal for the Denver area is greater than the last offer made by the union. We offered more than they asked for.

- Issues of a health plan and a flexible spending account to be discussed at next year's reopening after more input from all employees.
- Pay discrepancies of more than 12 hours will be corrected within 96 hours of the discrepancy.
- The Company agreed to make its best efforts to ensure that all employees will receive the requested vacation time off.
- The Company agreed to increase the mileage rate paid from .25 per mile to .375 per mile.
- The Company will have the following made available at all posts: 1) a use of force continuum; 2) latex gloves, masks and alcohol pads.
- The Company agreed to replace any OC spray that has been issued and used by employees for longer than two (2) years.
- Weapons cleaning equipment will also be provided after each qualification.

Again, we think that the Company and union were able to accomplish a lot at the bargaining table. When we negotiated this contract, we tried to balance the needs of our customer with the desire to provide our employees with a competitive compensation package. There seems to be rumor that the government will rubber stamp any increases given. That is not the case. In fact, in the past the government has rejected the increases we negotiated with the union. We think this final offer is fair and it is simply the best we can do under the circumstances.

94-2079 CO, COLORADO SPRINGS

WAGE DETERMINATION NO: 94-2079 REV (28) AREA: CO, COLORADO SPRINGS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2080

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2079
Revision No.: 28
Date Of Revision: 08/05/2004

State: Colorado

Area: Colorado Counties of Cheyenne, El Paso, Kit Carson, Lincoln, Teller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.34
01012 - Accounting Clerk II	12.60
01013 - Accounting Clerk III	14.16
01014 - Accounting Clerk IV	16.94
01030 - Court Reporter	14.56
01050 - Dispatcher, Motor Vehicle	12.88
01060 - Document Preparation Clerk	9.95
01070 - Messenger (Courier)	10.56
01090 - Duplicating Machine Operator	9.95
01110 - Film/Tape Librarian	9.34
01115 - General Clerk I	9.80
01116 - General Clerk II	11.03
01117 - General Clerk III	12.01
01118 - General Clerk IV	13.53
01120 - Housing Referral Assistant	16.16
01131 - Key Entry Operator I	9.97
01132 - Key Entry Operator II	12.61
01191 - Order Clerk I	10.52
01192 - Order Clerk II	11.41
01261 - Personnel Assistant (Employment) I	10.60
01262 - Personnel Assistant (Employment) II	11.95
01263 - Personnel Assistant (Employment) III	13.62
01264 - Personnel Assistant (Employment) IV	15.93
01270 - Production Control Clerk	16.43
01290 - Rental Clerk	10.62
01300 - Scheduler, Maintenance	13.08
01311 - Secretary I	13.08
01312 - Secretary II	14.56
01313 - Secretary III	16.16
01314 - Secretary IV	17.94
01315 - Service Order Dispatcher	10.44
000001	43.41

01341 - Stenographer I	11.64
01342 - Stenographer II	13.08
01400 - Supply Technician	17.94
01420 - Survey Worker (Interviewer)	11.55
01460 - Switchboard Operator-Receptionist	11.08
01510 - Test Examiner	14.56
01520 - Test Proctor	14.56
01531 - Travel Clerk I	9.59
01532 - Travel Clerk II	10.26
01533 - Travel Clerk III	10.82
01611 - Word Processor I	11.74
01612 - Word Processor II	13.29
01613 - Word Processor III	14.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.09
03041 - Computer Operator I	12.41
03042 - Computer Operator II	14.60
03043 - Computer Operator III	17.96
03044 - Computer Operator IV	19.18
03045 - Computer Operator V	20.00
03071 - Computer Programmer I (1)	22.78
03072 - Computer Programmer II (1)	24.82
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.88
05010 - Automotive Glass Installer	13.78
05040 - Automotive Worker	13.78
05070 - Electrician, Automotive	14.65
05100 - Mobile Equipment Servicer	12.06
05130 - Motor Equipment Metal Mechanic	15.50
05160 - Motor Equipment Metal Worker	13.78
05190 - Motor Vehicle Mechanic	17.82
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	14.85
05280 - Motor Vehicle Wrecker	15.92
05310 - Painter, Automotive	16.85
05340 - Radiator Repair Specialist	15.83
05370 - Tire Repairer	10.67
05400 - Transmission Repair Specialist	17.82
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.53
07010 - Baker	11.04
07041 - Cook I	8.82
07042 - Cook II	10.09
07070 - Dishwasher	7.62
07130 - Meat Cutter	13.64
07250 - Waiter/Waitress	8.15
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.42
09040 - Furniture Handler	10.68
09070 - Furniture Refinisher	14.76
09100 - Furniture Refinisher Helper	11.42
09110 - Furniture Repairer, Minor	13.01
09130 - Upholsterer	14.76
11030 - General Services and Support Occupations	5 of 41
000001	

11030 - Cleaner, Vehicles	9.23
11060 - Elevator Operator	8.65
11090 - Gardener	12.51
11121 - House Keeping Aid I	8.12
11122 - House Keeping Aid II	9.51
11150 - Janitor	9.39
11210 - Laborer, Grounds Maintenance	10.28
11240 - Maid or Houseman	8.12
11270 - Pest Controller	11.94
11300 - Refuse Collector	8.16
11330 - Tractor Operator	11.76
11360 - Window Cleaner	10.21
12000 - Health Occupations	
12020 - Dental Assistant	15.82
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.66
12071 - Licensed Practical Nurse I	12.66
12072 - Licensed Practical Nurse II	14.21
12073 - Licensed Practical Nurse III	15.89
12100 - Medical Assistant	11.37
12130 - Medical Laboratory Technician	12.31
12160 - Medical Record Clerk	11.30
12190 - Medical Record Technician	13.68
12221 - Nursing Assistant I	8.25
12222 - Nursing Assistant II	9.26
12223 - Nursing Assistant III	10.12
12224 - Nursing Assistant IV	11.34
12250 - Pharmacy Technician	11.89
12280 - Phlebotomist	11.34
12311 - Registered Nurse I	17.44
12312 - Registered Nurse II	21.31
12313 - Registered Nurse II, Specialist	21.31
12314 - Registered Nurse III	25.80
12315 - Registered Nurse III, Anesthetist	25.80
12316 - Registered Nurse IV	30.92
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	15.40
13012 - Exhibits Specialist II	18.69
13013 - Exhibits Specialist III	21.90
13041 - Illustrator I	16.94
13042 - Illustrator II	20.56
13043 - Illustrator III	22.39
13047 - Librarian	19.83
13050 - Library Technician	12.40
13071 - Photographer I	12.38
13072 - Photographer II	15.06
13073 - Photographer III	18.28
13074 - Photographer IV	20.29
13075 - Photographer V	23.48
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.15
15030 - Counter Attendant	7.15
15040 - Dry Cleaner	8.82
15070 - Finisher, Flatwork, Machine	7.15
15090 - Presser, Hand	7.15
15100 - Presser, Machine, Drycleaning	7.15
15130 - Presser, Machine, Shirts	7.15
15160 - Presser, Machine, Wearing Apparel, Laundry	7.15
15190 - Sewing Machine Operator	8.93
15220 - Tailor	9.82

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15250 - Washer, Machine	7.77
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.96
19040 - Tool and Die Maker	19.90
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.46
21020 - Material Coordinator	16.43
21030 - Material Expediter	16.43
21040 - Material Handling Laborer	10.01
21050 - Order Filler	10.63
21071 - Forklift Operator	12.54
21080 - Production Line Worker (Food Processing)	12.61
21100 - Shipping/Receiving Clerk	11.42
21130 - Shipping Packer	11.66
21140 - Store Worker I	8.71
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.12
21210 - Tools and Parts Attendant	12.54
21400 - Warehouse Specialist	12.54
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.25
23040 - Aircraft Mechanic Helper	14.81
23050 - Aircraft Quality Control Inspector	21.40
23060 - Aircraft Servicer	16.90
23070 - Aircraft Worker	18.01
23100 - Appliance Mechanic	13.42
23120 - Bicycle Repairer	10.67
23125 - Cable Splicer	17.97
23130 - Carpenter, Maintenance	16.00
23140 - Carpet Layer	16.65
23160 - Electrician, Maintenance	20.26
23181 - Electronics Technician, Maintenance I	20.45
23182 - Electronics Technician, Maintenance II	21.75
23183 - Electronics Technician, Maintenance III	23.05
23260 - Fabric Worker	14.93
23290 - Fire Alarm System Mechanic	20.21
23310 - Fire Extinguisher Repairer	14.91
23340 - Fuel Distribution System Mechanic	21.73
23370 - General Maintenance Worker	14.04
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.06
23430 - Heavy Equipment Mechanic	16.93
23440 - Heavy Equipment Operator	17.58
23460 - Instrument Mechanic	17.97
23470 - Laborer	10.01
23500 - Locksmith	16.24
23530 - Machinery Maintenance Mechanic	18.55
23550 - Machinist, Maintenance	14.19
23580 - Maintenance Trades Helper	12.90
23640 - Millwright	17.97
23700 - Office Appliance Repairer	16.96
23740 - Painter, Aircraft	17.76
23760 - Painter, Maintenance	14.85
23790 - Pipefitter, Maintenance	18.14
23800 - Plumber, Maintenance	17.20
23820 - Pneumatic Systems Mechanic	17.97
23850 - Rigger	17.97
23870 - Scale Mechanic	15.94
23890 - Sheet-Metal Worker, Maintenance	17.47
23910 - Small Engine Mechanic	13.88
23930 - Telecommunication Mechanic I	18.50
23930 - Telecommunication Mechanic II	22.54

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23950 - Telephone Lineman	18.50
23960 - Welder, Combination, Maintenance	13.89
23965 - Well Driller	17.97
23970 - Woodcraft Worker	17.97
23980 - Woodworker	13.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.49
24580 - Child Care Center Clerk	10.74
24600 - Chore Aid	8.82
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.39
25040 - Sewage Plant Operator	20.18
25070 - Stationary Engineer	21.39
25190 - Ventilation Equipment Tender	14.26
25210 - Water Treatment Plant Operator	20.18
27000 - Protective Service Occupations	
(not set) - Police Officer	12.85
27004 - Alarm Monitor	10.47
27006 - Corrections Officer	14.14
27010 - Court Security Officer	12.85
27040 - Detention Officer	14.14
27070 - Firefighter	12.85
27101 - Guard I	9.72
27102 - Guard II	11.95
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.94
28020 - Hatch Tender	15.94
28030 - Line Handler	15.94
28040 - Stevedore I	13.76
28050 - Stevedore II	16.81
29000 - Technical Occupations	
21150 - Graphic Artist	19.31
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	13.35
29024 - Archeological Technician II	15.76
29025 - Archeological Technician III	17.86
29030 - Cartographic Technician	23.79
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.15
29040 - Civil Engineering Technician	18.68
29061 - Drafter I	11.99
29062 - Drafter II	17.08
29063 - Drafter III	19.95
29064 - Drafter IV	24.76
29081 - Engineering Technician I	14.18
29082 - Engineering Technician II	15.98
29083 - Engineering Technician III	18.82
29084 - Engineering Technician IV	22.04
29085 - Engineering Technician V	26.93
29086 - Engineering Technician VI	32.58
29090 - Environmental Technician	20.27
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.63
29210 - Laboratory Technician	15.32
29240 - Mathematical Technician	20.58
29361 - Paralegal/Legal Assistant I	13.66
29362 - Paralegal/Legal Assistant II	17.45
29363 - Paralegal/Legal Assistant III	19.45

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29364 - Paralegal/Legal Assistant IV	23.72
29390 - Photooptics Technician	17.75
29480 - Technical Writer	23.54
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	15.55
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.20
29622 - Weather Observer, Upper Air (3)	14.23
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.01
31260 - Parking and Lot Attendant	8.18
31290 - Shuttle Bus Driver	11.91
31300 - Taxi Driver	8.27
31361 - Truckdriver, Light Truck	12.22
31362 - Truckdriver, Medium Truck	12.84
31363 - Truckdriver, Heavy Truck	15.49
31364 - Truckdriver, Tractor-Trailer	15.49
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.67
99030 - Cashier	8.72
99041 - Carnival Equipment Operator	8.72
99042 - Carnival Equipment Repairer	9.28
99043 - Carnival Worker	6.80
99050 - Desk Clerk	8.65
99095 - Embalmer	19.02
99300 - Lifeguard	9.67
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.13
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.67
99500 - Recreation Specialist	11.90
99510 - Recycling Worker	9.79
99610 - Sales Clerk	9.67
99620 - School Crossing Guard (Crosswalk Attendant)	8.83
99630 - Sport Official	9.67
99658 - Survey Party Chief (Chief of Party)	13.13
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.13
99660 - Surveying Aide	9.39
99690 - Swimming Pool Operator	11.85
99720 - Vending Machine Attendant	9.66
99730 - Vending Machine Repairer	11.85
99740 - Vending Machine Repairer Helper	9.66

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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)

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HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Christmas Day, and 9 of 41

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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 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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- 1) When preparing the bid, the contractor identifies the need for a conformed ~~000001~~

occupation) and computes a proposed rate).

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

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

94-2081 CO, DENVER

WAGE DETERMINATION NO: 94-2081 REV (26) AREA: CO, DENVER

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2082

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2081
Revision No.: 26
Date Of Revision: 08/05/2004

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.04
01012 - Accounting Clerk II	12.71
01013 - Accounting Clerk III	14.75
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.19
01050 - Dispatcher, Motor Vehicle	16.19
01060 - Document Preparation Clerk	11.87
01070 - Messenger (Courier)	8.89
01090 - Duplicating Machine Operator	11.87
01110 - Film/Tape Librarian	14.51
01115 - General Clerk I	9.91
01116 - General Clerk II	11.15
01117 - General Clerk III	12.16
01118 - General Clerk IV	13.91
01120 - Housing Referral Assistant	16.72
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	13.41
01191 - Order Clerk I	13.38
01192 - Order Clerk II	14.28
01261 - Personnel Assistant (Employment) I	13.03
01262 - Personnel Assistant (Employment) II	14.64
01263 - Personnel Assistant (Employment) III	16.38
01264 - Personnel Assistant (Employment) IV	18.25
01270 - Production Control Clerk	18.14
01290 - Rental Clerk	14.11
01300 - Scheduler, Maintenance	14.11
01311 - Secretary I	14.11
01312 - Secretary II	14.83
01313 - Secretary III	16.42
01314 - Secretary IV	19.90

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01315 - Secretary V	22.10
01320 - Service Order Dispatcher	12.77
01341 - Stenographer I	11.87
01342 - Stenographer II	14.45
01400 - Supply Technician	21.12
01420 - Survey Worker (Interviewer)	13.48
01460 - Switchboard Operator-Receptionist	11.57
01510 - Test Examiner	16.19
01520 - Test Proctor	16.19
01531 - Travel Clerk I	12.50
01532 - Travel Clerk II	13.11
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.87
01612 - Word Processor II	14.45
01613 - Word Processor III	16.19
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.41
03041 - Computer Operator I	14.51
03042 - Computer Operator II	16.29
03043 - Computer Operator III	19.09
03044 - Computer Operator IV	21.18
03045 - Computer Operator V	23.47
03071 - Computer Programmer I (1)	20.09
03072 - Computer Programmer II (1)	24.23
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.51
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	24.75
05010 - Automotive Glass Installer	17.53
05040 - Automotive Worker	17.53
05070 - Electrician, Automotive	18.50
05100 - Mobile Equipment Servicer	15.94
05130 - Motor Equipment Metal Mechanic	18.85
05160 - Motor Equipment Metal Worker	17.53
05190 - Motor Vehicle Mechanic	18.85
05220 - Motor Vehicle Mechanic Helper	14.86
05250 - Motor Vehicle Upholstery Worker	17.53
05280 - Motor Vehicle Wrecker	17.53
05310 - Painter, Automotive	17.82
05340 - Radiator Repair Specialist	17.53
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	18.85
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.20
07010 - Baker	13.29
07041 - Cook I	10.50
07042 - Cook II	11.56
07070 - Dishwasher	8.68
07130 - Meat Cutter	13.86
07250 - Waiter/Waitress	9.68
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09070 - Furniture Refinisher	17.33
09100 - Furniture Refinisher Helper	14.45
09110 - Furniture Repairer, Minor	16.45

09130 - Upholsterer	17.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	9.62
11090 - Gardener	14.58
11121 - House Keeping Aid I	8.48
11122 - House Keeping Aid II	9.62
11150 - Janitor	11.37
11210 - Laborer, Grounds Maintenance	11.76
11240 - Maid or Houseman	8.10
11270 - Pest Controller	14.56
11300 - Refuse Collector	11.51
11330 - Tractor Operator	14.84
11360 - Window Cleaner	12.39
12000 - Health Occupations	
12020 - Dental Assistant	16.17
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.10
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.17
12073 - Licensed Practical Nurse III	18.09
12100 - Medical Assistant	12.32
12130 - Medical Laboratory Technician	14.44
12160 - Medical Record Clerk	12.56
12190 - Medical Record Technician	14.75
12221 - Nursing Assistant I	9.22
12222 - Nursing Assistant II	11.21
12223 - Nursing Assistant III	12.23
12224 - Nursing Assistant IV	13.74
12250 - Pharmacy Technician	13.46
12280 - Phlebotomist	12.72
12311 - Registered Nurse I	23.03
12312 - Registered Nurse II	27.12
12313 - Registered Nurse II, Specialist	27.12
12314 - Registered Nurse III	34.22
12315 - Registered Nurse III, Anesthetist	34.22
12316 - Registered Nurse IV	41.02
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.82
13011 - Exhibits Specialist I	16.92
13012 - Exhibits Specialist II	20.96
13013 - Exhibits Specialist III	25.57
13041 - Illustrator I	16.95
13042 - Illustrator II	21.00
13043 - Illustrator III	25.61
13047 - Librarian	22.85
13050 - Library Technician	15.69
13071 - Photographer I	14.13
13072 - Photographer II	15.81
13073 - Photographer III	19.58
13074 - Photographer IV	23.95
13075 - Photographer V	28.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.83
15030 - Counter Attendant	8.83
15040 - Dry Cleaner	10.54
15070 - Finisher, Flatwork, Machine	8.83
15090 - Presser, Hand	8.83
15100 - Presser, Machine, Drycleaning	8.83
15130 - Presser, Machine, Shirts	8.83
15160 - Presser, Machine, Wearing Apparel, Laundry	8.83

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15190 - Sewing Machine Operator	11.25
15220 - Tailor	13.90
15250 - Washer, Machine	10.17
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.70
19040 - Tool and Die Maker	20.84
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.95
21020 - Material Coordinator	18.14
21030 - Material Expediter	18.14
21040 - Material Handling Laborer	14.29
21050 - Order Filler	11.18
21071 - Forklift Operator	14.70
21080 - Production Line Worker (Food Processing)	14.16
21100 - Shipping/Receiving Clerk	12.85
21130 - Shipping Packer	12.58
21140 - Store Worker I	11.44
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.27
21210 - Tools and Parts Attendant	14.80
21400 - Warehouse Specialist	12.87
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.97
23040 - Aircraft Mechanic Helper	14.59
23050 - Aircraft Quality Control Inspector	19.47
23060 - Aircraft Servicer	16.61
23070 - Aircraft Worker	16.90
23100 - Appliance Mechanic	17.70
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	18.97
23130 - Carpenter, Maintenance	17.33
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	23.44
23181 - Electronics Technician, Maintenance I	18.88
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	21.85
23260 - Fabric Worker	16.45
23290 - Fire Alarm System Mechanic	19.22
23310 - Fire Extinguisher Repairer	16.45
23340 - Fuel Distribution System Mechanic	21.99
23370 - General Maintenance Worker	16.19
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.99
23430 - Heavy Equipment Mechanic	19.80
23440 - Heavy Equipment Operator	19.15
23460 - Instrument Mechanic	18.17
23470 - Laborer	10.51
23500 - Locksmith	17.33
23530 - Machinery Maintenance Mechanic	19.64
23550 - Machinist, Maintenance	18.11
23580 - Maintenance Trades Helper	14.45
23640 - Millwright	19.23
23700 - Office Appliance Repairer	17.85
23740 - Painter, Aircraft	19.06
23760 - Painter, Maintenance	17.55
23790 - Pipefitter, Maintenance	20.13
23800 - Plumber, Maintenance	17.96
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.73
23890 - Small Engine Mechanic, Maintenance	16.73
23910 - Small Engine Mechanic	16.73

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23930 - Telecommunication Mechanic I	18.97
23931 - Telecommunication Mechanic II	19.90
23950 - Telephone Lineman	18.97
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.97
23980 - Woodworker	16.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.11
24580 - Child Care Center Clerk	10.36
24600 - Chore Aid	8.71
24630 - Homemaker	13.07
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.91
25040 - Sewage Plant Operator	19.73
25070 - Stationary Engineer	21.91
25190 - Ventilation Equipment Tender	15.99
25210 - Water Treatment Plant Operator	19.73
27000 - Protective Service Occupations	
(not set) - Police Officer	27.05
27004 - Alarm Monitor	17.43
27006 - Corrections Officer	19.66
27010 - Court Security Officer	21.47
27040 - Detention Officer	19.66
27070 - Firefighter	21.25
27101 - Guard I	8.26
27102 - Guard II	14.56
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.63
28020 - Hatch Tender	17.63
28030 - Line Handler	17.63
28040 - Stevedore I	16.87
28050 - Stevedore II	22.06
29000 - Technical Occupations	
21150 - Graphic Artist	20.00
29010 - Air Traffic Control Specialist, Center (2)	32.38
29011 - Air Traffic Control Specialist, Station (2)	22.12
29012 - Air Traffic Control Specialist, Terminal (2)	24.36
29023 - Archeological Technician I	16.63
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.05
29030 - Cartographic Technician	23.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	20.19
29061 - Drafter I	13.98
29062 - Drafter II	15.68
29063 - Drafter III	18.60
29064 - Drafter IV	23.03
29081 - Engineering Technician I	14.36
29082 - Engineering Technician II	16.83
29083 - Engineering Technician III	20.09
29084 - Engineering Technician IV	23.53
29085 - Engineering Technician V	27.04
29086 - Engineering Technician VI	32.73
29090 - Environmental Technician	22.63
29100 - Flight Simulator/Instructor (Pilot)	32.85
29160 - Instructor	22.96
29210 - Laboratory Technician	17.66
29240 - HSCECA-04-Q-40001 Technician	17.84
29360 - 00001 Paralegal/Legal Assistant I	17.09

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29494 - Unexploded (UXO) Safety Escort	20.39
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29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.34
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31030 - Bus Driver	15.52
31260 - Parking and Lot Attendant	7.94
31290 - Shuttle Bus Driver	14.43
31300 - Taxi Driver	11.72
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99043 - Carnival Worker	8.45
99050 - Desk Clerk	9.85
99095 - Embalmer	20.60
99300 - Lifeguard	10.71
99310 - Mortician	20.60
99350 - Park Attendant (Aide)	12.49
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.93
99500 - Recreation Specialist	11.24
99510 - Recycling Worker	14.72
99610 - Sales Clerk	9.93
99620 - School Crossing Guard (Crosswalk Attendant)	10.41
99630 - Sport Official	8.64
99658 - Survey Party Chief (Chief of Party)	15.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.98
99660 - Surveying Aide	8.54
99690 - Swimming Pool Operator	13.37
99720 - Vending Machine Attendant	11.27
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99740 - Vending Machine Repairer Helper	11.27

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- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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The contractor or subcontractor is required to furnish all employees with an

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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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The proposed conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

94-2083 CO, PUEBLO

WAGE DETERMINATION NO: 94-2083 REV (21) AREA: CO, PUEBLO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2084

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W. Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2083 Revision No.: 21 Date Of Revision: 08/19/2004
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State: Colorado

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.36
01012 - Accounting Clerk II	11.30
01013 - Accounting Clerk III	12.56
01014 - Accounting Clerk IV	12.68
01030 - Court Reporter	12.28
01050 - Dispatcher, Motor Vehicle	12.77
01060 - Document Preparation Clerk	9.78
01070 - Messenger (Courier)	10.36
01090 - Duplicating Machine Operator	10.75
01110 - Film/Tape Librarian	10.97
01115 - General Clerk I	8.87
01116 - General Clerk II	9.88
01117 - General Clerk III	11.36
01118 - General Clerk IV	12.83
01120 - Housing Referral Assistant	14.44
01131 - Key Entry Operator I	9.80
01132 - Key Entry Operator II	11.20
01191 - Order Clerk I	9.88
01192 - Order Clerk II	11.00
01261 - Personnel Assistant (Employment) I	8.72
01262 - Personnel Assistant (Employment) II	9.71
01263 - Personnel Assistant (Employment) III	11.83
01264 - Personnel Assistant (Employment) IV	12.62
01270 - Production Control Clerk	16.97
01290 - Rental Clerk	9.72
01300 - Scheduler, Maintenance	10.69
01311 - Secretary I	22.67
01312 - Secretary II	13.89

01313 - Secretary III	14.44
01314 - Secretary IV	16.07
01315 - Secretary V	17.79
01320 - Service Order Dispatcher	11.66
01341 - Stenographer I	10.96
01342 - Stenographer II	11.52
01400 - Supply Technician	16.07
01420 - Survey Worker (Interviewer)	11.38
01460 - Switchboard Operator-Receptionist	9.97
01510 - Test Examiner	13.89
01520 - Test Proctor	13.89
01531 - Travel Clerk I	9.52
01532 - Travel Clerk II	10.19
01533 - Travel Clerk III	10.75
01611 - Word Processor I	9.56
01612 - Word Processor II	10.76
01613 - Word Processor III	12.00
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.25
03041 - Computer Operator I	10.94
03042 - Computer Operator II	12.33
03043 - Computer Operator III	14.97
03044 - Computer Operator IV	16.65
03045 - Computer Operator V	18.44
03071 - Computer Programmer I (1)	14.07
03072 - Computer Programmer II (1)	17.40
03073 - Computer Programmer III (1)	21.27
03074 - Computer Programmer IV (1)	25.92
03101 - Computer Systems Analyst I (1)	21.14
03102 - Computer Systems Analyst II (1)	25.58
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.16
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.89
05010 - Automotive Glass Installer	15.10
05040 - Automotive Worker	15.10
05070 - Electrician, Automotive	16.46
05100 - Mobile Equipment Servicer	12.45
05130 - Motor Equipment Metal Mechanic	16.46
05160 - Motor Equipment Metal Worker	15.10
05190 - Motor Vehicle Mechanic	15.01
05220 - Motor Vehicle Mechanic Helper	11.72
05250 - Motor Vehicle Upholstery Worker	14.86
05280 - Motor Vehicle Wrecker	15.10
05310 - Painter, Automotive	15.97
05340 - Radiator Repair Specialist	15.10
05370 - Tire Repairer	10.55
05400 - Transmission Repair Specialist	14.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.60
07010 - Baker	9.46
07041 - Cook I	11.21
07042 - Cook II	12.24
07070 - Dishwasher	8.60
07130 - Meat Cutter	13.56
07250 - Waiter/Waitress	9.21
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.19
09040 - Furniture Refinisher	15.61
09070 - Furniture Refinisher	15.61

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09100 - Furniture Refinisher Helper	12.58
09110 - Furniture Repairer, Minor	13.39
09130 - Upholsterer	14.23
11030 ~ General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.24
11060 - Elevator Operator	9.21
11090 - Gardener	13.05
11121 - House Keeping Aid I	8.60
11122 - House Keeping Aid II	9.21
11150 - Janitor	9.77
11210 - Laborer, Grounds Maintenance	10.26
11240 - Maid or Houseman	7.97
11270 - Pest Controller	13.66
11300 - Refuse Collector	10.44
11330 - Tractor Operator	12.33
11360 - Window Cleaner	10.55
12000 - Health Occupations	
12020 - Dental Assistant	9.96
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.45
12071 - Licensed Practical Nurse I	11.29
12072 - Licensed Practical Nurse II	12.68
12073 - Licensed Practical Nurse III	14.16
12100 - Medical Assistant	11.84
12130 - Medical Laboratory Technician	11.01
12160 - Medical Record Clerk	11.07
12190 - Medical Record Technician	16.04
12221 - Nursing Assistant I	7.65
12222 - Nursing Assistant II	8.59
12223 - Nursing Assistant III	9.39
12224 - Nursing Assistant IV	10.53
12250 - Pharmacy Technician	13.34
12280 - Phlebotomist	12.31
12311 - Registered Nurse I	15.81
12312 - Registered Nurse II	19.35
12313 - Registered Nurse II, Specialist	19.35
12314 - Registered Nurse III	23.41
12315 - Registered Nurse III, Anesthetist	23.41
12316 - Registered Nurse IV	27.78
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.80
13011 - Exhibits Specialist I	11.95
13012 - Exhibits Specialist II	14.80
13013 - Exhibits Specialist III	18.11
13041 - Illustrator I	11.95
13042 - Illustrator II	14.80
13043 - Illustrator III	18.11
13047 - Librarian	17.37
13050 - Library Technician	13.05
13071 - Photographer I	10.69
13072 - Photographer II	11.95
13073 - Photographer III	14.80
13074 - Photographer IV	18.11
13075 - Photographer V	21.88
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.15
15030 - Counter Attendant	7.15
15040 - Dry Cleaner	8.26
15070 - Finisher, Flatwork, Machine	7.15
15090 - Presser, Machine, Drycleaning	7.15
15100 - Presser, Machine, Drycleaning	7.15

15130 - Presser, Machine, Shirts	7.15
15160 - Presser, Machine, Wearing Apparel, Laundry	7.15
15190 - Sewing Machine Operator	9.28
15220 - Tailor	9.82
15250 - Washer, Machine	7.55
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.61
19040 - Tool and Die Maker	17.42
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	11.80
21020 - Material Coordinator	13.57
21030 - Material Expediter	16.97
21040 - Material Handling Laborer	9.87
21050 - Order Filler	9.63
21071 - Forklift Operator	11.73
21080 - Production Line Worker (Food Processing)	12.11
21100 - Shipping/Receiving Clerk	11.87
21130 - Shipping Packer	11.87
21140 - Store Worker I	8.97
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.02
21210 - Tools and Parts Attendant	11.44
21400 - Warehouse Specialist	12.11
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.08
23040 - Aircraft Mechanic Helper	12.58
23050 - Aircraft Quality Control Inspector	16.96
23060 - Aircraft Servicer	14.05
23070 - Aircraft Worker	14.74
23100 - Appliance Mechanic	15.61
23120 - Bicycle Repairer	10.55
23125 - Cable Splicer	16.08
23130 - Carpenter, Maintenance	13.67
23140 - Carpet Layer	14.74
23160 - Electrician, Maintenance	19.67
23181 - Electronics Technician, Maintenance I	12.50
23182 - Electronics Technician, Maintenance II	15.37
23183 - Electronics Technician, Maintenance III	17.91
23260 - Fabric Worker	14.05
23290 - Fire Alarm System Mechanic	16.08
23310 - Fire Extinguisher Repairer	13.84
23340 - Fuel Distribution System Mechanic	16.08
23370 - General Maintenance Worker	13.09
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.48
23430 - Heavy Equipment Mechanic	16.92
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	16.08
23470 - Laborer	9.87
23500 - Locksmith	15.61
23530 - Machinery Maintenance Mechanic	17.30
23550 - Machinist, Maintenance	13.41
23580 - Maintenance Trades Helper	10.72
23640 - Millwright	16.08
23700 - Office Appliance Repairer	15.61
23740 - Painter, Aircraft	15.61
23760 - Painter, Maintenance	12.90
23790 - Pipefitter, Maintenance	18.41
23800 - Plumber, Maintenance	16.35
23820 - Pneumatic Systems Mechanic	17.91
23850 - HSCEGA-04-Q-F00001 25 15.418	15.89
23870 - 00001 15.89	

23890 - Sheet-Metal Worker, Maintenance	17.01
23910 - Small Engine Mechanic	15.89
23930 - Telecommunication Mechanic I	17.06
23931 - Telecommunication Mechanic II	17.15
23950 - Telephone Lineman	17.06
23960 - Welder, Combination, Maintenance	15.26
23965 - Well Driller	16.08
23970 - Woodcraft Worker	16.08
23980 - Woodworker	13.86
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.27
24580 - Child Care Center Clerk	12.89
24600 - Chore Aid	7.97
24630 - Homemaker	12.84
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.91
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	14.92
25190 - Ventilation Equipment Tender	15.50
25210 - Water Treatment Plant Operator	14.32
27000 - Protective Service Occupations	
(not set) - Police Officer	22.09
27004 - Alarm Monitor	10.02
27006 - Corrections Officer	20.54
27010 - Court Security Officer	20.47
27040 - Detention Officer	20.47
27070 - Firefighter	17.79
27101 - Guard I	8.15
27102 - Guard II	10.02
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.20
28020 - Hatch Tender	16.20
28030 - Line Handler	16.20
28040 - Stevedore I	13.82
28050 - Stevedore II	17.22
29000 - Technical Occupations	
21150 - Graphic Artist	19.16
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	11.74
29024 - Archeological Technician II	13.15
29025 - Archeological Technician III	16.28
29030 - Cartographic Technician	16.28
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.25
29040 - Civil Engineering Technician	16.23
29061 - Drafter I	10.68
29062 - Drafter II	12.00
29063 - Drafter III	13.42
29064 - Drafter IV	16.61
29081 - Engineering Technician I	8.73
29082 - Engineering Technician II	10.78
29083 - Engineering Technician III	12.06
29084 - Engineering Technician IV	14.93
29085 - Engineering Technician V	18.26
29086 - Engineering Technician VI	22.09
29090 - Environmental Technician	16.28
29100 - Flight Simulator/Instructor (Pilot)	24.87
29160 - Laboratory Technician	17.15
29210 - Laboratory Technician	14.80

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29240 - Mathematical Technician	16.28
29361 - Paralegal/Legal Assistant I	13.67
29362 - Paralegal/Legal Assistant II	15.50
29363 - Paralegal/Legal Assistant III	18.94
29364 - Paralegal/Legal Assistant IV	22.91
29390 - Photooptics Technician	16.28
29480 - Technical Writer	18.96
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	21.69
29493 - Unexploded Ordnance (UXO) Technician III	28.61
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	16.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.64
29622 - Weather Observer, Upper Air (3)	14.64
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.21
31260 - Parking and Lot Attendant	9.36
31290 - Shuttle Bus Driver	12.31
31300 - Taxi Driver	10.46
31361 - Truckdriver, Light Truck	13.75
31362 - Truckdriver, Medium Truck	14.06
31363 - Truckdriver, Heavy Truck	14.11
31364 - Truckdriver, Tractor-Trailer	14.37
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.83
99030 - Cashier	8.41
99041 - Carnival Equipment Operator	12.20
99042 - Carnival Equipment Repairer	11.47
99043 - Carnival Worker	8.80
99050 - Desk Clerk	9.27
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.19
99500 - Recreation Specialist	12.84
99510 - Recycling Worker	12.70
99610 - Sales Clerk	9.73
99620 - School Crossing Guard (Crosswalk Attendant)	10.65
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	13.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.79
99660 - Surveying Aide	10.27
99690 - Swimming Pool Operator	13.78
99720 - Vending Machine Attendant	11.77
99730 - Vending Machine Repairer	13.78
99740 - Vending Machine Repairer Helper	11.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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 continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

94-3009

WAGE DETERMINATION NO: 94-3009 REV (15)

AREA:

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-3009
Revision No.: 12
Date Of Revision: 08/11/2004

State: Colorado

Area: Colorado County of Larimer

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.37
01012 - Accounting Clerk II	12.34
01013 - Accounting Clerk III	13.87
01014 - Accounting Clerk IV	15.53
01030 - Court Reporter	16.58
01050 - Dispatcher, Motor Vehicle	15.39
01060 - Document Preparation Clerk	11.90
01070 - Messenger (Courier)	11.47
01090 - Duplicating Machine Operator	11.90
01110 - Film/Tape Librarian	13.41
01115 - General Clerk I	9.58
01116 - General Clerk II	10.73
01117 - General Clerk III	11.65
01118 - General Clerk IV	12.51
01120 - Housing Referral Assistant	17.67
01131 - Key Entry Operator I	10.63
01132 - Key Entry Operator II	11.91
01191 - Order Clerk I	11.94
01192 - Order Clerk II	12.95
01261 - Personnel Assistant (Employment) I	11.87
01262 - Personnel Assistant (Employment) II	14.31
01263 - Personnel Assistant (Employment) III	15.77
01264 - Personnel Assistant (Employment) IV	17.51
01270 - Production Control Clerk	16.88
01290 - Rental Clerk	11.08
01300 - Scheduler, Maintenance	12.91
01311 - Secretary I	12.91
01312 - Secretary II	16.68
01313 - Secretary III	17.67
01314 - Secretary IV	19.98
01315 - Secretary V	22.19
01320 - Service Order Dispatcher	13.32
01341 - Stenographer I	12.33
01342 - Stenographer II	13.49
01400 - Supply Technician	19.98

01420 - Survey Worker (Interviewer)	13.70
01460 - Switchboard Operator-Receptionist	11.27
01510 - Test Examiner	16.68
01520 - Test Proctor	16.68
01531 - Travel Clerk I	10.14
01532 - Travel Clerk II	10.82
01533 - Travel Clerk III	11.51
01611 - Word Processor I	12.56
01612 - Word Processor II	14.41
01613 - Word Processor III	16.70
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.54
03041 - Computer Operator I	13.76
03042 - Computer Operator II	15.46
03043 - Computer Operator III	18.23
03044 - Computer Operator IV	20.24
03045 - Computer Operator V	22.42
03071 - Computer Programmer I (1)	17.22
03072 - Computer Programmer II (1)	20.79
03073 - Computer Programmer III (1)	25.44
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.51
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.75
05010 - Automotive Glass Installer	16.73
05040 - Automotive Worker	16.73
05070 - Electrician, Automotive	17.99
05100 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	16.73
05190 - Motor Vehicle Mechanic	17.99
05220 - Motor Vehicle Mechanic Helper	14.45
05250 - Motor Vehicle Upholstery Worker	16.73
05280 - Motor Vehicle Wrecker	16.73
05310 - Painter, Automotive	17.33
05340 - Radiator Repair Specialist	16.73
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.48
07010 - Baker	11.01
07041 - Cook I	10.20
07042 - Cook II	11.23
07070 - Dishwasher	7.25
07130 - Meat Cutter	14.96
07250 - Waiter/Waitress	9.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09070 - Furniture Refinisher	17.33
09100 - Furniture Refinisher Helper	14.45
09110 - Furniture Repairer, Minor	16.45
09130 - Upholsterer	17.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.45
11060 - Horticulturist	32 of 445
11090 - Gardener	15.66

19040 - Tool and Die Maker	21.15
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.20
21020 - Material Coordinator	16.88
21030 - Material Expediter	16.88
21040 - Material Handling Laborer	13.05
21050 - Order Filler	11.23
21071 - Forklift Operator	14.70
21080 - Production Line Worker (Food Processing)	14.16
21100 - Shipping/Receiving Clerk	12.12
21130 - Shipping Packer	12.12
21140 - Store Worker I	11.44
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.77
21210 - Tools and Parts Attendant	14.16
21400 - Warehouse Specialist	14.16
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.07
23040 - Aircraft Mechanic Helper	14.51
23050 - Aircraft Quality Control Inspector	18.21
23060 - Aircraft Servicer	16.52
23070 - Aircraft Worker	16.80
23100 - Appliance Mechanic	17.33
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	17.99
23130 - Carpenter, Maintenance	17.33
23140 - Carpet Layer	16.73
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	19.86
23182 - Electronics Technician, Maintenance II	21.65
23183 - Electronics Technician, Maintenance III	22.97
23260 - Fabric Worker	16.45
23290 - Fire Alarm System Mechanic	17.99
23310 - Fire Extinguisher Repairer	16.45
23340 - Fuel Distribution System Mechanic	18.80
23370 - General Maintenance Worker	16.19
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.99
23430 - Heavy Equipment Mechanic	17.99
23440 - Heavy Equipment Operator	17.99
23460 - Instrument Mechanic	17.99
23470 - Laborer	10.79
23500 - Locksmith	17.33
23530 - Machinery Maintenance Mechanic	19.79
23550 - Machinist, Maintenance	19.51
23580 - Maintenance Trades Helper	14.45
23640 - Millwright	17.99
23700 - Office Appliance Repairer	17.33
23740 - Painter, Aircraft	17.33
23760 - Painter, Maintenance	17.33
23790 - Pipefitter, Maintenance	19.08
23800 - Plumber, Maintenance	18.38
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	16.73
23890 - Sheet-Metal Worker, Maintenance	13.04
23910 - Small Engine Mechanic	16.73
23930 - Telecommunication Mechanic I	18.12
23931 - Telecommunication Mechanic II	18.67
23950 - Telephone Lineman	18.12
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	17.99

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23970 - Woodcraft Worker	17.99
23980 - Woodworker	16.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.08
24580 - Child Care Center Clerk	11.45
24600 - Chore Aid	8.73
24630 - Homemaker	13.03
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.79
25040 - Sewage Plant Operator	20.52
25070 - Stationary Engineer	19.79
25190 - Ventilation Equipment Tender	15.39
25210 - Water Treatment Plant Operator	20.52
27000 - Protective Service Occupations	
(not set) - Police Officer	24.85
27004 - Alarm Monitor	17.52
27006 - Corrections Officer	21.92
27010 - Court Security Officer	21.92
27040 - Detention Officer	21.92
27070 - Firefighter	22.40
27101 - Guard I	10.73
27102 - Guard II	17.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.24
28020 - Hatch Tender	15.24
28030 - Line Handler	15.24
28040 - Stevedore I	14.61
28050 - Stevedore II	17.64
29000 - Technical Occupations	
21150 - Graphic Artist	22.00
29010 - Air Traffic Control Specialist, Center (2)	31.38
29011 - Air Traffic Control Specialist, Station (2)	21.64
29012 - Air Traffic Control Specialist, Terminal (2)	23.84
29023 - Archeological Technician I	16.00
29024 - Archeological Technician II	17.90
29025 - Archeological Technician III	22.18
29030 - Cartographic Technician	22.16
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.82
29040 - Civil Engineering Technician	18.47
29061 - Drafter I	13.46
29062 - Drafter II	15.11
29063 - Drafter III	17.91
29064 - Drafter IV	22.16
29081 - Engineering Technician I	14.52
29082 - Engineering Technician II	17.03
29083 - Engineering Technician III	20.32
29084 - Engineering Technician IV	23.81
29085 - Engineering Technician V	27.35
29086 - Engineering Technician VI	33.11
29090 - Environmental Technician	21.99
29100 - Flight Simulator/Instructor (Pilot)	30.20
29160 - Instructor	22.66
29210 - Laboratory Technician	17.50
29240 - Mathematical Technician	22.16
29361 - Paralegal/Legal Assistant I	14.44
29362 - Paralegal/Legal Assistant II	17.30
29363 - Paralegal/Legal Assistant III	21.10
29364 - Paralegal/Legal Assistant IV	25.39
29390 - Photographic Technician	22.16
29480 - Technical Writer	25.88

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29491 - Unexploded Ordnance (UXO) Technician I	19.95
29492 - Unexploded Ordnance (UXO) Technician II	24.13
29493 - Unexploded Ordnance (UXO) Technician III	28.92
29494 - Unexploded (UXO) Safety Escort	19.95
29495 - Unexploded (UXO) Sweep Personnel	19.95
29620 - Weather Observer, Senior (3)	19.41
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.12
29622 - Weather Observer, Upper Air	17.12
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.15
31260 - Parking and Lot Attendant	9.10
31290 - Shuttle Bus Driver	14.48
31300 - Taxi Driver	11.72
31361 - Truckdriver, Light Truck	13.59
31362 - Truckdriver, Medium Truck	18.92
31363 - Truckdriver, Heavy Truck	19.71
31364 - Truckdriver, Tractor-Trailer	19.71
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.49
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.27
99042 - Carnival Equipment Repairer	10.00
99043 - Carnival Worker	7.25
99050 - Desk Clerk	9.03
99095 - Embalmer	20.60
99300 - Lifeguard	10.48
99310 - Mortician	20.60
99350 - Park Attendant (Aide)	12.49
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.64
99500 - Recreation Specialist	9.85
99510 - Recycling Worker	14.84
99610 - Sales Clerk	9.93
99620 - School Crossing Guard (Crosswalk Attendant)	8.79
99630 - Sport Official	8.64
99658 - Survey Party Chief (Chief of Party)	13.13
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.75
99660 - Surveying Aide	8.39
99690 - Swimming Pool Operator	13.32
99720 - Vending Machine Attendant	11.22
99730 - Vending Machine Repairer	13.23
99740 - Vending Machine Repairer Helper	12.22

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may, for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

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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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After the contractor prepares a written report listing 38 of 41 proposed classification title), a Federal grade equivalency (FGE) for each

proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).


4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE		Rev. Feb. 1973 1. Notice No. TBA	
Procurement Type Request for Proposal		Name of Organization Not Entered			
2. Estimated Solicitation Date 09/01/2004		3. Estimated Date Bids or Proposals to be Opened or Negotiations Begun 11/15/2004		4. Date Contract Performance to Begin 04/01/2005	
5. Places of Performance 1. Pueblo, CO 2. Alamosa, CO 3. Adams, CO 4. Denver, CO 5. El Paso, CO 6. La Plata, CO					
6. Services to be Performed Other		Description of Services to be Performed Armed Guard Services			
7. Information about performance Services Now Performed by Contractors					
8a. Name and address of incumbent contractor Number of Contractors: 1 #1 Name: AmGard, Inc. Address: 600 Main Street City: Pittsburgh State: PA Zip: 15215					
8b. Years and Sequence Numbers of any wage determinations in incumbents' contracts Number of Wage Determinations: 3					
Year Sequence Number #1 2001 2079		Year Sequence Number #2 2002 2079		Year Sequence Number #3 2003 2079	
8c. Name of union if services are being performed under collective bargaining agreements Number of Unions: 1 Union #1: UGSOA LOCAL #50					
9. Official Submitting Notice First Name: Sheryl Last Name: Winds Email: sheryl.winds@gsa.gov Phone: 303-236-7931 Ext: 243 Fax: 303-236-7965 Date: 10/6/2004			10. Department, Agency, Bureau, or Division Department of Homeland Security 11. Name and address of contact person Name: Sheryl Winds Address: Denver Federal Center, Bld. 44 City: Denver State: CO Zip: 80225		
Standard Occupations Number of Standard Occupations: 1					
12. Occupation Guard II		13. Number of employees 151		14. Hourly wage 16.00	
15. Comments HSCECA-04-O-F00001 COLORADO CBA'S FOR THE FOLLOWING AREAS -DENVER \$16.00; COLORADO SPRINGS \$14.16; PUEBLO, CO 000001					


TRINIDAD, LAJUNTA, ALAMOSA, AND CANON CITY \$12.00; DURANGO \$12.61.

[GO BACK TO MAKE CHANGES](#)

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[Submit SF98](#)

For help with the SF-98 Form
please contact the Wage and Hour Division at
(202)693-0821.
Help Desk is open Monday through Friday, 8:00 AM until 5:00 PM EST.

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www.dol.gov/esa

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U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

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2. AMENDMENT/MODIFICATION NO. 000002
 3. EFFECTIVE DATE 09/01/2004
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE CA000
 Federal Protective Svc. Div. - 8PS
 Denver Federal Center
 Building 44
 Denver CO
 7. ADMINISTERED BY (if other than Item 6) CODE CA000
 Federal Protective Svc. Div. - 8PS
 Denver Federal Center
 Building 44
 Denver CO 80225-0266

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 AM-GARD, INC.
 600 MAIN STREET
 PITTSBURGH PA 152152206

9A. AMENDMENT OF SOLICITATION NO. (x)
 HSCECA-04-Q-F00001
 9B. DATED (SEE ITEM 11) X
 09/01/2004
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)

CODE 161224845000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)

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

- (a) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

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


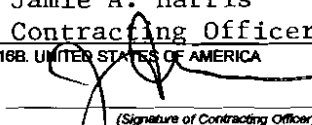
Amendment 000002
 Solicitation No. HSCECA-04-Q-F00001

The purpose of this Amendment is to:

1. Incorporate the following Clauses into the subject solicitation by reference:

- FAR 52.228-5, Insurance-Work on a Government Installation (JAN 1997)
 - FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation (APR4)
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) LARRY E. WENTZEL, VICE REG.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jamie A. Harris Contracting Officer, Region Eight	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11-11-04	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Feb. 23, 2005

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FAR 52.237-3, Continuity of Services (JAN 1991) FAR 52.242-15, Stop Work Order (AUG 1989) FAR 52.245-4, Government Property (Short Form) (APR 1984)</p> <p>2. Clarify paid and unpaid lunch breaks:</p> <p>It is the responsibility of the contractor to provide relief and lunch breaks in accordance with the Department of Labor and unions standards. The Government will pay straight time for actual hours of service rendered. The contractor should plan to provide the required relief/breaks and factor that cost into the hourly billing rate, therefore:</p> <p>Delete the sentence on Page 60 of 131 that states "A 30 minute paid lunch break". Delete sentence on Page 23 of 131 that states "A 30 minute unpaid lunch break".</p> <p>3. SUBMITTAL OF PROPOSALS: Department of Homeland Security Federal Protective Service (8PSS) Denver Federal Center Building 44, P.O. Box 25566 Denver, Colorado 80225-0527 ATTN: Ms. Sheryl Winds, Contracting Officer REFERENCE : HSCECA-04-Q-F00001</p> <p>Hard copies:</p> <ul style="list-style-type: none"> • One (1) original and one copy of the Price; and • One (1) original and three copies of the Technical Information <p>Note: All hard copy proposals shall be submitted in loose-leaf ringed binders, or equivalent. The proposal shall consist of two (2) volumes titled Volume I - Price, and Volume II - Technical Information.</p> <p>4. FAR 52.212-1, @Period for acceptance of offers: Change "offer firm for 30 calendar days" to "60 calendar days".</p> <p>5. Informational Questions: Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. Standard Form 1449 - Should each bidder complete both the UNIT PRICE column (#23) and the extended AMOUNT column (#24) on this form (using the QUANTITY column (#21) quantity of 1 for each line item)? Response: Yes. For each CLIN provide the Unit and Extended Amount.</p> <p>b. Page 10 of 131, Section E - Oral Presentation - Does the "introduction to key personnel" mean that each bidder's key personnel must be present at the oral presentation, or does it mean bidders are to present an overview of the qualifications of their proposed key personnel? Response: The key personnel do not have to be present. The bidder should present information about the proposed key personnel.</p> <p>c. Page 28 of 131, Section 8, Equipment, Uniforms and Materials, Item 9 - "Limited occupation and use of GSA-controlled office space, where available..." Is the Government currently providing office space for the CM/and or supervisors? If so, at what locations? Response: The Government does not provide space for the CM or supervisors. It is anticipated that the company acquire their own space.</p> <p>d. Page 30 of 131, Firearms and Ammunition - To ensure the correct number of weapons safes are priced, would the Government identify those locations where weapons are allowed to be stored onsite? Response: Weapons will not be allowed to be stored on site</p> <p>e. Page 30 of 131, Firearms and Ammunition - Are weapons required for every post location or does each officer have to have his/her own individual weapon assigned only to him/her? Response: Each individual needs their own assigned weapon.</p> <p>f. Page 36 of 131, Medical Examinations - Will the incumbent personnel's existing medical exams be honored or will the winning contractor have to test all incumbent officers hired? If so, to accurately estimate medical examination costs and to ensure equality in pricing, will the</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government provide a report detailing the tests given and the expiration dates of each for the incumbent personnel? Response: The existing exams will be honored. The standards for testing are listed in the solicitation. Medical exams are required every three years.</p> <p>g. Beginning on Page 42 of 131, Section 10, Training - To accurately estimate training costs and to ensure equality in pricing, will the Government provide a report indicating the current training status of the incumbent personnel? Response: Yes, Upon award. It should be noted that all guards are in need of refresher training as requirements have changed.</p> <p>h. Page 116 of 131, Attachment A, to Page 128, Attachment E - Please define a "Combination" post. Response: Combination means there are fixed and roving duties.</p> <p>i. Will the Government provide the contractor billing rates for the labor categories under the current contract? Response: The incumbent billing rates are under the privacy act.</p> <p>j. Collective Bargaining Agreements (CBAs) in effect with: United Government Security Officers of America (UGSOA) 7290 Samuel Drive, Suite 110 Denver, CO 80221 Phone: 303.650.8515 Contact Mr. James Carney for additional information</p> <p>k. Will the Government provide a contract seniority listing for the incumbent personnel so that bidders may accurately estimate the amount of vacation liability? Response: The Government will not provide this information.</p> <p>l. What are the insurance limits (i.e., general liability, workers compensation, auto, etc.) the Government requires of contractors under this Continued ...</p>				

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	<p>solicitation? Response: See FAR Clause 52.228-5, Insurance-Work on a Government Installation and the Additional Representations and Certifications.</p> <p>m. Please clarify the requirement for offerors to provide key personnel resumes with their bid. Does the Government require resumes to be submitted for the Contract Manager and all Supervisors or for the Contract Manager only? Response: The resumes for CM and supervisors need to be submitted to assure they meet minimum standards for experience.</p> <p>n. Are the key personnel resumes part of the 50-page limit? Response: Yes.</p> <p>o. The solicitation states that all productive guards must be supervised for not less than 10 minutes for each post each day. Does the Government intend that all productive guards including those working remote locations are attended by a supervisor in direct supervision for not less than 10 minutes on each post each day? Response : The government expects the "remote" posts to be supervised at least once every two weeks. Remote being Durango La Junta, Alamosa etc.</p> <p>p. The solicitation states that the current specifications for supervision vehicles are at two. With the vast areas needing coverage, would the Government entertain a third vehicle for these duties? Response: No.</p> <p>See Attachment for PART B - CONTINUATION OF STANDARD FORM 1449</p> <p>Period of Performance: 04/01/2005 to 09/30/2005</p>				

PART B - CONTINUATION OF STANDARD FORM 1449

Continuation of Block 17b:

Remittance Address: When the Contractor wishes payments to be mailed to an address other than that shown in block 17a of the Standard Form 1449, Solicitation/Contract/Order for Commercial Items, the Contractor shall insert the proper remittance address in the space provided below:

Am. Gads. Inc.
P.O. Box 931353
CLEVELAND Ohio 44193

NOTE TO OFFERORS:

- a. The offeror shall quote an hourly rate for the Base Year and each additional Option Year and must propose on all line items to be considered for award.
- b. Pricing of Option Years: Offerors shall price the option year requirements for each additional twelve month period by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U. S. Department of Labor, for the initial twelve month period of performance will apply to all additional twelve month periods. This method will apply to the Union agreement as well.
- c. When computing your offer, provide the rates used for payroll taxes for:

1. Social Security Rate (FICA)	<u>.0765</u>	
2. Unemployment Rate (SUTA)	<u>.0092</u>	
3. Workmen's Compensation	<u>[REDACTED]</u>	
4. Other (please identify)	<u>.008 FUTA</u>	(b)(4)
	<u>[REDACTED] G/L</u>	

ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS

1. AUTHORIZED NEGOTIATORS:

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotation:

EDWARD M. BOZZAC, PRESIDENT
LARRY E. WENTZEL, VICE PRESIDENT

List names, titles, and telephone numbers of authorized negotiators.

2. CERTIFICATION OF REQUIRED INSURANCE**

(a) By authorized signature below, the offeror certifies that it has and will maintain as current at all times during the performance of this contract (to include any options that may be exercised) insurance coverage in the kinds and amounts specified below:

(1) Workers' Compensation and Employers' Liability - \$100,000 minimum

(2) General Liability - Bodily injury liability insurance coverage written on the comprehensive Form of policy of at least \$500,000 per occurrence;

(3) Property damage \$50,000 per occurrence; and

(4) Automobile Liability (if applicable) – Shall be written on the comprehensive form of policy and provide for coverage of at least \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) The General Liability policy(ies) shall name “The United States of America, acting by and through the General Services Administration,” as an additional insured with respect to operations performed under this contract. Should such insurance be canceled, the Contracting Officer shall be given at least 30 days notice prior to the effective date of cancellation. These stipulations, the contract number and a service description shall be on the face of the certificate.

(c) The Contractor agrees to insert the substance of this provision in all subcontracts hereunder.

(d) Specific data will be furnished by the Offeror if and when requested by the Contracting Officer.

Offeror certifies that it currently has the insurance in the nature and amount specified above as follows:

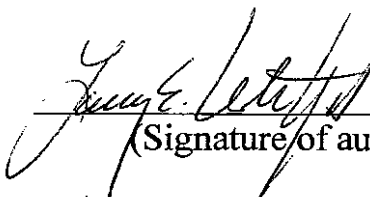
Name of Insurance Company: PLEASE SEE CERTIFICATE ATTACHED

Address of Insurance Company: _____

Policy Number: _____

Insurance Agent's Name: MATTHEW ZUPSIK

Telephone No. of Agent: 724-772-5714

 11-11-04
(Signature of authorized officer or employee and date)

LARRY E. WENTZEL. VICE PRESIDENT
(Typed name and title of authorized officer or employee)

** This Certification will be required from the offeror, within ten (10) days after award of the contract.

2. AMENDMENT/MODIFICATION NO. 000003	3. EFFECTIVE DATE 09/01/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
SUBMITTED BY Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO	CODE CA000	7. ADMINISTERED BY (if other than item 6) Federal Protective Svc. Div. - 8PS Denver Federal Center Building 44 Denver CO 80225-0266	CODE CA000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AM-GARD, INC. 600 MAIN STREET PITTSBURGH PA 152152206	(x) 9A. AMENDMENT OF SOLICITATION NO. HSCECA-04-Q-F00001
	X 9B. DATED (SEE ITEM 11) 09/01/2004
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)
CODE 1612248450000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (if required.)

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

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

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

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

Amendment 000003
 Solicitation No. HSCECA-04-Q-F00001

Amendment 000003 Solicitation No. HSCECA-04-Q-F00001

A. The purpose of this Amendment is to revise the following requirements to the subject solicitation.

1. Delete EXHIBIT 3, Item 3 in its entirety and replace with the following information:
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Lucy E. Wentzel</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jamie A. Harris Contracting Officer, Region Eight
15B. CONTRACTOR/OFFEROR <i>Lucy E. Wentzel, Vice Pres.</i>	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 11-11-04	16C. DATE SIGNED Feb. 23, 2005
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The number of vehicles required for the supervision of guard posts shall be determined by the contractor. The Government will not fix a particular number. All vehicle costs should be rolled into the hourly rate. The contractor should address the number of vehicles in the supervision plan during the oral and written presentations.</p> <p>2. NOTE: THESE ARE ESTIMATED HOURS ONLY. THE DELIVERY ORDER WILL CONTAIN THE ACTUAL HOURS</p> <p>Attachment B: Correct the following Posts to read:</p> <p>Bldg# CO0500AA, Gate One Post 100, 100A, 100B Shows that 100 is a [REDACTED] post and 100A, 100B are both [REDACTED] hour posts, [REDACTED] [REDACTED] What should be shown is [REDACTED]</p> <p>Bldg# CO0500AA, Gate 7 Post 127 should reflect [REDACTED] [REDACTED]</p> <p>Attachment D: the following Posts to read:</p> <p>Bldg# CO1807ZZ, Post 201 Post 201 is only an [REDACTED] hour post and should reflect [REDACTED]</p> <p>Bldg# CO1807ZZ, Post 201A Post 201A is an [REDACTED] hour post and should reflect [REDACTED]</p> <p>Bldg# CO1975ZZ, Post 205A Post 205A is an [REDACTED] hour post and should reflect [REDACTED]</p> <p>Bldg# CO1658ZZ, Post 209 and Post 209A Post 209 and 209A hours were recently changed and should reflect [REDACTED] [REDACTED]</p> <p>Bldg# CO1933ZZ, Post 247 and Post 247A Continued ...</p>			(b)(2), (b)(7)(E)	

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	<p>Post 247 and 247A hours were recently changed and should reflect [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1910ZZ, Post 606B, M - F Post 606B works [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1910ZZ, Post 606B, [REDACTED] Post 606B is a [REDACTED] hour post, [REDACTED]</p> <p>[REDACTED]</p> <p>Post 606B, [REDACTED] should be [REDACTED]</p> <p>[REDACTED]</p> <p>B. Disseminate the questions and responses regarding the subject solicitation:</p> <p>1. Statement of Work, Section 5, Services Required - Contract Manager and Supervisors, Page 26 of 131, states: "The Contractor shall provide the level of supervision equal to 10 minutes of direct supervision per post, each shift." Based on 8-hour shifts, this requirement equates to a supervisory ratio of 1:48-one hour of supervision for every 48 hours of productive guard work, which seems low. Does FPS intend for all bidders to use a 1:48 supervisory ratio? RESPONSE: The 10 minutes per shift is intended to be a minimum standard. The company can certainly provide more supervision if a situation or the guards performance dictates.</p> <p>2. The Statement of Work, Page 35 of 131, states: "GSA will not grant any waivers of the medical standards." However, on Page 36 of 131 through Page 37 of 131, the solicitation states: "If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions required under the Contract." Pages 36-37 seem to imply that the Government may grant waivers of the medical standards, if the Continued ...</p>			(b)(2), (b)(7)(E)	
				(b)(2), (b)(7)(E)	

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	<p>prospective employee provides a doctor's opinion that "the existence of the factor will not interfere with the guard's performance." Please clarify. Will the Government entertain requests for waivers of medical standards, if they are accompanied by a doctor's opinion as described on Pages 36-37</p> <p>RESPONSE: If the Doctor performing the exam finds a condition that doesn't limit or disqualify the employee the employee may work. This is not a wavier on behalf of the employee.</p> <p>3. The 50-page limit is related to just the description of the Management Plan, (Section B, page 10 of 131). Amendment 2 included in that page limit the resumes for the CM/supervisors on the contract. Please clarify whether the 50-page limit relates to the entire technical document, including requirements from A-G, p. 10 of 131, or only to some of these sections, and which are they?</p> <p>RESPONSE: After a careful review it has been determined that the resumes are not part of the 50 limitation. It should be noted that the resume should be brief.</p> <p>4. Are the resumes of the Company Executives and the Quality Control Monitors within the 50-page limit, (Sections F& G, page 10 of 131)?</p> <p>RESPONSE: See above</p> <p>5. Do we need to submit the resumes of the Company Executives and the Quality Control Monitors using the Key Personnel Resume form provided in Exhibit 12?</p> <p>RESPONSE : No.</p> <p>6. Due to the fact that no format was provided for the Company Executives' resumes, will the government accept career histories in biographical format (i.e. 1 page management bios)?</p> <p>RESPONSE: Only if the bio covers the same information a resume would.</p> <p>7. Are offerors expected to submit the slides for the Oral Presentation together with the technical document, or they will be required at a later date?</p> <p>RESPONSE: No.</p> <p>Continued ...</p>				

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	<p>8. Confirm that Section 5p of Amendment 2 means roving patrol vehicles, not "supervision vehicles." RESPONSE: No, the vehicles are for supervision duties...See A.1. Revision to vehicles.</p> <p>9. Amendment 2, 5a, clarified the requirement that offerors have to provide both the Unit Price and Extended Amount for each CLIN. Since the Quantity (column C) is one hour for all items, it means that the Unit Price (column E) and the Extended Amount (column F) will be the same? Is this correct? RESPONSE: Yes</p> <p>10. Please specify which posts use screening equipment? RESPONSE: 101, 103, 106, 141, 201, 203, 208, 209, 210, 213, 215.</p> <p>11. Please specify which posts provide traffic control? RESPONSE : 100, 115, 122, 124, 125, 127, 208A, 203C, 603, 604/A</p> <p>12. The CBA covers Boulder (Section 1.1) but no wage and benefit requirements are available (Section 8.1). Please clarify what rates should be applied? RESPONSE: Boulder is not under the CBA. See Amendment 000001, Wage Determination No. 1994-2081, Rev. 26.</p> <p>13. The CBA covers the areas of Denver Metro, Boulder, Colorado Springs, Pueblo, Trinidad, La Junta, Alamosa and Canon City and Durango. Please confirm if the cities listed below are part of the Denver Metro area and are therefore covered by the CBA, or else? These cities are: Lakewood (Attachment B); Lakewood, Littleton, Golden (Attachment C); and Aurora, Englewood (Attachment D). RESPONSE: They are listed under the Denver Metro Area.</p> <p>14. Section 5, p.26 of 131, requires bidders to provide "the level of supervision equal to 10 minutes of direct supervision, per post, each shift." Please clarify if this rate of Continued ...</p>				

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	<p>supervision includes such provided by the CM or only pertains to supervision performed by uniformed supervisors? RESPONSE: Only uniformed supervisors provide supervision.</p> <p>15. Please clarify whether the leading section of the Key Personnel Resume, included in Exhibit 12, which inquires about "current position with the contract firm; time in current position; annual salary; number of persons responsible for, and description of current job," refers to employment with the bidder, or to any current employer of the proposed supervisor, in case he/she is not currently employed by the bidder? RESPONSE: This refers to employment with the bidder. It is understood that proposed individual might not be a current employee. In this case the Work Experience section will address previous positions held.</p> <p>16. It states respond with 50 pages-double spaced. Are the 50 pages single or double sided? RESPONSE: Single sided.</p> <p>17. The spec calls for a .38 caliber 6 shot 4" barrel firing 125"P jacketed hollow point ammunition. Would a .357 model 66 firing .38 caliber 125"P jacketed hollow point ammunition be acceptable? RESPONSE: This is acceptable.</p> <p>18. Would you be able to indicate on attachments A-E which posts need relief? RESPONSE: Duplicate</p> <p>19. What percentage of reserve guard force does the current contractor maintain? RESPONSE: 10%</p> <p>20. Several Contractors (including ourselves) in the past have inquired about the Incumbent's billing rates on many solicitations over the years and have always been supplied that information. Your answer in amendment #000002 states the incumbents billing rates fall under the privacy act. It is our understanding that they do not fall under the privacy act unless of course something has changed in the last 60 days that we are unaware of. Can you please look into Continued ...</p>				

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	<p>that further and if the laws have changed direct us to that change? If by chance they do not fall under the privacy act, would you please supply the current billing rates? RESPONSE: The incumbent billing rates will not be provided.</p> <p>21. Is the current contractor actually providing a separate guard for relief breaks at the outlying buildings/posts? RESPONSE: See Amendment 2 for response.</p> <p>22. Will you provide a certification training spreadsheet which shows each officer's start date, end date (if any), birth date, along with adjudication end, CPR training, 1st aid medical exam, basic training, written exam, firearm and government training dates? This information is imperative in proving the best value to the Government. RESPONSE: This information will be provided at the time of award.</p> <p>23. Are cell phones currently being utilized on the contract? How many? RESPONSE: Yes, approx 8. These are provided by the contractor.</p> <p>24. In amendment # 000002 question C referring to page 28 of 131, section 8, Equipment, Uniforms and Materials, Item 9. You stated the Government does not supply office space, does the Government have space that could be leased? If so, what would the cost be per square foot? RESPONSE: Cathy Fuqua is the person to contact at (303) 236-8000x2255.</p> <p>25. What City is the CM in now? What City would they prefer the CM to be in? RESPONSE: Lakewood, CO. Lakewood, CO</p> <p>26. Will the price be based on the base period and the total of all four one yr. options? RESPONSE: Yes.</p> <p>27. In order to provide the Government the best value and maintain a "level playing field" for all bidders, can you provide a seniority listing for the incumbent personnel to accurately estimate vacation time? Continued ...</p>				

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	<p>RESPONSE: The government doesn't possess that information.</p> <p>28. To meet all City, County, and State licensing requirements, is the contractor required to pay for all initial and renewal fees associated with the security officers' required licenses?</p> <p>RESPONSE: It is the decision of the company to incur the cost of the individual guard permit. The company is responsible for getting all of the necessary corporate licenses for the cities in which they operate. The only exception was Greenwood Village where an arrangement had been made for the Denver guard license to be used for individual guards.</p> <p>29. The CBA wages provided (03/31/04 - 3/30/05) do not cover the six-month base period of the contract (04/01/05 - 09/30/05) and contractors are not allowed to recover increases in wages until the first option period. Will FPS allow a re-pricing of this solicitation when the base period CBA wages are known? If not, then what labor rates should be utilized to price this six-month base period to ensure equality in pricing for all prospective bidders?</p> <p>RESPONSE: The CBA expires on March 30, 2005. The base period of the contract is 1 April to 30 September, 2004. FPS can not speculate the results of any future CBA and will not reprice the base period of this contract. Repricing as a result of a new CBA will occur for the first option period. FPS expects the new contractor to bargain in good faith with the union and provide new cost rates for the first option.</p> <p>C. Add the following clause and requirements to the solicitation:</p> <p>1. 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA). Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989) An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective Continued ...</p>				

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	<p>bargaining agreement (CBA) between the incumbent Contractor <u>AMGARD, INC.</u> and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.</p> <p>(End of clause)</p> <p>Question Responses: Amendment 000003 Solicitation No. HSCECA-04-Q-F00001</p> <p>A. The purpose of this Amendment is to revise the following requirements to the subject solicitation.</p> <p>1. Delete EXHIBIT 3, Item 3 in its entirety and replace with the following information:</p> <p>The number of vehicles required for the supervision of guard posts shall be determined by the contractor. The Government will not fix a particular number. All vehicle costs should be rolled into the hourly rate. The contractor should address the number of vehicles in the supervision plan during the oral and written presentations.</p> <p>2. NOTE: THESE ARE ESTIMATED HOURS ONLY. THE DELIVERY ORDER WILL CONTAIN THE ACTUAL HOURS</p> <p>Attachment B: Correct the following Posts to read:</p> <p>Bldg# CO0500AA, Gate One Continued ...</p>				

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	<p>Post 100, 100A, 100B Shows that 100 is a [REDACTED] post and 100A, 100B are both [REDACTED] hour posts,</p> <p>[REDACTED]</p> <p>Bldg# CO0500AA, Gate 7 Post 127 should reflect [REDACTED]</p> <p>[REDACTED]</p> <p>Attachment D: the following Posts to read:</p> <p>Bldg# CO1807ZZ, Post 201 Post 201 is only an [REDACTED] hour post and should reflect [REDACTED]</p> <p>Bldg# CO1807ZZ, Post 201A Post 201A is an [REDACTED] hour post and should reflect [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1975ZZ, Post 205A Post 205A is an [REDACTED] hour post and should reflect 0930 - 1730 for post 205A [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1658ZZ, Post 209 and Post 209A Post 209 and 209A hours were recently changed and should reflect [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1933ZZ, Post 247 and Post 247A Post 247 and 247A hours were recently changed and should reflect [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1910ZZ, Post 606B, M - F Post 606B works [REDACTED] excluding [REDACTED] and then on [REDACTED] Post 606B becomes a [REDACTED] hour post from [REDACTED] Post 606B, [REDACTED] should be [REDACTED]</p> <p>[REDACTED]</p> <p>Bldg# CO1910ZZ, Post 606B, [REDACTED] Post 606B is a [REDACTED] hour post, [REDACTED]</p> <p>[REDACTED]</p> <p>Continued ...</p>			(b)(2), (b)(7)(E)	
				(b)(2), (b)(7)(E)	
				(b)(2), (b)(7)(E)	

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	<p>Post 606B, [REDACTED]</p> <p>B. Disseminate the questions and responses regarding the subject solicitation:</p> <p>1. Statement of Work, Section 5, Services Required - Contract Manager and Supervisors, Page 26 of 131, states: "The Contractor shall provide the level of supervision equal to 10 minutes of direct supervision per post, each shift." Based on 8-hour shifts, this requirement equates to a supervisory ratio of 1:48-one hour of supervision for every 48 hours of productive guard work, which seems low. Does FPS intend for all bidders to use a 1:48 supervisory ratio? RESPONSE: The 10 minutes per shift is intended to be a minimum standard. The company can certainly provide more supervision if a situation or the guards performance dictates.</p> <p>2. The Statement of Work, Page 35 of 131, states: "GSA will not grant any waivers of the medical standards." However, on Page 36 of 131 through Page 37 of 131, the solicitation states: "If the examining physician finds a disqualifying factor during the examination, the physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance of the essential job functions required under the Contract." Pages 36-37 seem to imply that the Government may grant waivers of the medical standards, if the prospective employee provides a doctor's opinion that "the existence of the factor will not interfere with the guard's performance." Please clarify. Will the Government entertain requests for waivers of medical standards, if they are accompanied by a doctor's opinion as described on Pages 36-37 RESPONSE: If the Doctor performing the exam finds a condition that doesn't limit or disqualify the employee the employee may work. This is not a wavier on behalf of the employee.</p> <p>3. The 50-page limit is related to just the description of the Management Plan, (Section B, page 10 of 131). Amendment 2 included in that page limit the resumes for the CM/supervisors on the contract. Please clarify whether the 50-page Continued ...</p>			(b)(2), (b)(7)(E)	

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	<p>limit relates to the entire technical document, including requirements from A-G, p. 10 of 131, or only to some of these sections, and which are they? RESPONSE: After a careful review it has been determined that the resumes are not part of the 50 limitation. It should be noted that the resume should be brief.</p> <p>4. Are the resumes of the Company Executives and the Quality Control Monitors within the 50-page limit, (Sections F & G, page 10 of 131)? RESPONSE: See above</p> <p>5. Do we need to submit the resumes of the Company Executives and the Quality Control Monitors using the Key Personnel Resume form provided in Exhibit 12? RESPONSE : No.</p> <p>6. Due to the fact that no format was provided for the Company Executives' resumes, will the government accept career histories in biographical format (i.e. 1 page management bios)? RESPONSE: Only if the bio covers the same information a resume would.</p> <p>7. Are offerors expected to submit the slides for the Oral Presentation together with the technical document, or they will be required at a later date? RESPONSE: No.</p> <p>8. Confirm that Section 5p of Amendment 2 means roving patrol vehicles, not "supervision vehicles." RESPONSE: No, the vehicles are for supervision duties...See A.1. Revision to vehicles.</p> <p>9. Amendment 2, 5a, clarified the requirement that offerors have to provide both the Unit Price and Extended Amount for each CLIN. Since the Quantity (column C) is one hour for all items, it means that the Unit Price (column E) and the Extended Amount (column F) will be the same? Is this correct? RESPONSE: Yes</p> <p>10. Please specify which posts use screening Continued ...</p>				

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	<p>equipment? RESPONSE: 101, 103, 106, 141, 201, 203, 208, 209, 210, 213, 215.</p> <p>11. Please specify which posts provide traffic control? RESPONSE : 100, 115, 122, 124, 125, 127, 208A, 203C, 603, 604/A</p> <p>12. The CBA covers Boulder (Section 1.1) but no wage and benefit requirements are available (Section 8.1). Please clarify what rates should be applied? RESPONSE: Boulder is not under the CBA. See Amendment 000001, Wage Determination No. 1994-2081, Rev. 26.</p> <p>13. The CBA covers the areas of Denver Metro, Boulder, Colorado Springs, Pueblo, Trinidad, La Junta, Alamosa and Canon City and Durango. Please confirm if the cities listed below are part of the Denver Metro area and are therefore covered by the CBA, or else? These cities are: Lakewood (Attachment B); Lakewood, Littleton, Golden (Attachment C); and Aurora, Englewood (Attachment D). RESPONSE: They are listed under the Denver Metro Area.</p> <p>14. Section 5, p.26 of 131, requires bidders to provide "the level of supervision equal to 10 minutes of direct supervision, per post, each shift." Please clarify if this rate of supervision includes such provided by the CM or only pertains to supervision performed by uniformed supervisors? RESPONSE: Only uniformed supervisors provide supervision.</p> <p>15. Please clarify whether the leading section of the Key Personnel Resume, included in Exhibit 12, which inquires about "current position with the contract firm; time in current position; annual salary; number of persons responsible for, and description of current job," refers to employment with the bidder, or to any current employer of the proposed supervisor, in case he/she is not currently employed by the bidder? RESPONSE: This refers to employment with the bidder. It is understood that proposed Continued ...</p>				

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	<p>individual might not be a current employee. In this case the Work Experience section will address previous positions held.</p> <p>16. It states respond with 50 pages-double spaced. Are the 50 pages single or double sided? RESPONSE: Single sided.</p> <p>17. The spec calls for a .38 caliber 6 shot 4" barrel firing 125"P jacketed hollow point ammunition. Would a .357 model 66 firing .38 caliber 125"P jacketed hollow point ammunition be acceptable? RESPONSE: This is acceptable.</p> <p>18. Would you be able to indicate on attachments A-E which posts need relief? RESPONSE: Duplicate</p> <p>19. What percentage of reserve guard force does the current contractor maintain? RESPONSE: 10%</p> <p>20. Several Contractors (including ourselves) in the past have inquired about the Incumbent's billing rates on many solicitations over the years and have always been supplied that information. Your answer in amendment #000002 states the incumbents billing rates fall under the privacy act. It is our understanding that they do not fall under the privacy act unless of course something has changed in the last 60 days that we are unaware of. Can you please look into that further and if the laws have changed direct us to that change? If by chance they do not fall under the privacy act, would you please supply the current billing rates? RESPONSE: The incumbent billing rates will not be provided.</p> <p>21. Is the current contractor actually providing a separate guard for relief breaks at the outlying buildings/posts? RESPONSE: See Amendment 2 for response.</p> <p>22. Will you provide a certification training spreadsheet which shows each officer's start date, end date (if any), birth date, along with adjudication end, CPR training, 1st aid medical exam, basic training, written exam, firearm and Continued ...</p>				

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	<p>government training dates? This information is imperative in proving the best value to the Government. RESPONSE: This information will be provided at the time of award.</p> <p>23. Are cell phones currently being utilized on the contract? How may? RESPONSE: Yes, approx 8. These are provided by the contractor.</p> <p>24. In amendment # 000002 question C referring to page 28 of 131, section 8, Equipment, Uniforms and Materials, Item 9. You stated the Government does not supply office space, does the Government have space that could be leased? If so, what would the cost be per square foot? RESPONSE: Cathy Fuqua is the person to contact at (303) 236-8000x2255.</p> <p>25. What City is the CM in now? What City would they prefer the CM to be in? RESPONSE: Lakewood, CO. Lakewood, CO</p> <p>26. Will the price be based on the base period and the total of all four one yr. options? RESPONSE: Yes.</p> <p>27. In order to provide the Government the best value and maintain a "level playing field" for all bidders, can you provide a seniority listing for the incumbent personnel to accurately estimate vacation time? RESPONSE: The government doesn't possess that information.</p> <p>28. To meet all City, County, and State licensing requirements, is the contractor required to pay for all initial and renewal fees associated with the security officers' required licenses? RESPONSE: It is the decision of the company to incur the cost of the individual guard permit. The company is responsible for getting all of the necessary corporate licenses for the cities in which they operate. The only exception was Greenwood Village where an arrangement had been made for the Denver guard license to be used for individual guards.</p> <p>Continued ...</p>				

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	<p>29. The CBA wages provided (03/31/04 - 3/30/05) do not cover the six-month base period of the contract (04/01/05 - 09/30/05) and contractors are not allowed to recover increases in wages until the first option period. Will FPS allow a re-pricing of this solicitation when the base period CBA wages are known? If not, then what labor rates should be utilized to price this six-month base period to ensure equality in pricing for all prospective bidders?</p> <p>RESPONSE: The CBA expires on March 30, 2005. The base period of the contract is 1 April to 30 September, 2004. FPS can not speculate the results of any future CBA and will not reprice the base period of this contract. Repricing as a result of a new CBA will occur for the first option period. FPS expects the new contractor to bargain in good faith with the union and provide new cost rates for the first option.</p> <p>C. Add the following clause and requirements to the solicitation:</p> <p>1. 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA). Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989) An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor <u>AMGARD, INC.</u> and the UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c)</p> <p>Continued ...</p>				

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	<p>of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area. (End of clause)</p> <p>Period of Performance: 04/01/2005 to 09/30/2005</p>				

ICE Courses of Fire for Demonstration of Proficiency

Handgun Qualification Course

Firearms. Service-authorized handgun

Ammunition. 50 rounds

Target. ICE Target or legacy agency target with ICE scoring applied

Course of Fire.

All stages will be fired as a hot range. Once prepared for duty carry, the shooter will be responsible for maintaining full magazines throughout the course of fire, reloading on command and/or when otherwise necessary.

Stage 1 - 1.5 Yards (6 rounds)

Strong hand only from the holster -- using the bent elbow position

On command the shooter will: Draw & fire one (1) round in two (2) seconds and re-holster. Draw & fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds & re-holster.

Stage 2 - 3 Yards (6 rounds)

Using two hands from the holster -- point shoulder shooting, referencing sights.

On command the shooter will: Draw & fire three (3) rounds in the chest of the target in three (3) seconds, and reholster. Draw and fire three (3) rounds in three (3) seconds, perform an emergency reload [or reload], and re-holster.

Stage 3 - 7 Yards (6 rounds)

Body armor and cover drills. Two handed shooting using the sights. On command the shooter will draw & fire two (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds.

Stage 4 - 7 Yards (12 rounds)

One-handed shooting. On command shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only & fire three (3) rounds, in ten (10) seconds. Perform an emergency reload and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only & fire three (3) rounds, in ten (10) seconds. Perform a magazine exchange.

Stage 5 - 15 Yards (12 rounds)

Two handed shooting from the standing and kneeling position.

On command the shooter will draw & fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a magazine exchange in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds.

Stage 6 - 25 Yards (4 rounds)

On command the shooter will take one step to the rear and one to the right of the barricade. When the threat appears or command to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.

Stage 7 - 25 Yards (4 rounds)

On command the shooter will take one step to the rear and one to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

A total of 50 rounds will be fired with a maximum possible score of 250 points. Minimum qualification score is 200 out of 250 for 80%.

Marksmanship Ratings.

220-230 = Marksman;
231-240 = Sharpshooter;
241-249 = Expert; and
250 = Distinguished Expert.