

Company Name:  
HWA

Contract Number:  
GS-02-P98-CID-0002 (GS02P98CID0002)

Solicitation Number:  
GS-02-P98-CID-0002 (GS02P98CID0002)

Period of Performance:  
From 2/1/2000

Services Provided:  
Providing armed and unarmed guard services at various federally owned and leased buildings and spaces within New York City, New York (NY).

|  |  |   |   |                    |
|--|--|---|---|--------------------|
| <b>AWARD/CONTRACT</b>  |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING  | PAGE OF PAGES<br>1 |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>GS02P98CID0002   |  | 3. EFFECTIVE DATE<br>2/1/2000                             | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.       |                    |
| 5. ISSUED BY<br>U.S. General Services Administration<br>Federal Protective Service Division<br>Federal Plaza, Rm. 17-130<br>New York, N.Y. 10278 |  | CODE<br>2PSS/BM   | 6. ADMINISTERED BY (If other than Item 5)<br>CODE |                    |

|   |  |  |
|---|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code)<br><br>HWA, Inc.<br>1809 7th Avenue, Suite 1110<br>Seattle, Washington 98101 |  | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)          |
|   |  | 9. DISCOUNT FOR PROMPT PAYMENT   |
|   |  | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:<br>ITEM<br>Block 12 |

|   |      |  |              |
|---|------|--|--------------|
| 11. SHIP TO/MARK FOR<br>General Services Administration<br>Various Federally Owned and Leased Buildings and Spaces within New York City                         | CODE | 12. PAYMENT WILL BE MADE BY<br>GSA, Finance Division<br>Accounts Payables Branch, P.O.B. 17181<br>Forth Worth, TX 76102-0181 | CODE<br>7BCP |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( ) |      | 14. ACCOUNTING AND APPROPRIATION DATA<br>192.X.P0238100.61.25.K21.515<br>ACT # Various Bldg. # Various                       |              |

| 15A. ITEM NO.                 | 15B. SUPPLIES/SERVICES  | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT  |
|-------------------------------|---|---------------|-----------|-----------------|--------------|
|                               | To provide Uniformed Armed and Unarmed Guard Service at various Federally Owned and Leased Buildings and Spaces within NYC. Incorporated into this contract are Amendments 1, 2, and 3. Bid verification ltrs. dated 7/1/98 and 8/25/99. Bid Acceptance period ltrs. dated 6/9/98, 10/6/98, 1/21/99, 5/24/99 and 7/21/99. Also FAR Clause 52.222-37 dated 11-3-99 |               |           |                 |              |
| 15G. TOTAL AMOUNT OF CONTRACT |   |               |           |                 | \$Indefinite |

| 16. TABLE OF CONTENTS |                                       |         |  | Quantity   |         |
|-----------------------|---------------------------------------|---------|--|--|---------|
| (√) SEC.              | DESCRIPTION                           | PAGE(S) | (√) SEC.   | DESCRIPTION  | PAGE(S) |
| PART I - THE SCHEDULE |                                       |         | PART II - CONTRACT CLAUSES                               |  |         |
| A                     | SOLICITATION/CONTRACT FORM            | 1-A-1   | I  | CONTRACT CLAUSES   | 62-138  |
| B                     | SUPPLIES OR SERVICES AND PRICES/COSTS | 2-6     | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |  |         |
| C                     | DESCRIPTION/SPECS./WORK STATEMENT     | 7-40    | J  | LIST OF ATTACHMENTS  | 139-184 |
| D                     | PACKAGING AND MARKING                 | 41      | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |  |         |
| E                     | INSPECTION AND ACCEPTANCE             | 42-44   | K  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 185-199 |
| F                     | DELIVERIES OR PERFORMANCE             | 45-51   | L  | INSTRS., CONDS., AND NOTICES TO OFFERORS                         | 200-214 |
| G                     | CONTRACT ADMINISTRATION DATA          | 52-57   | M  | EVALUATION FACTORS FOR AWARD                                     | 215-217 |
| H                     | SPECIAL CONTRACT REQUIREMENTS         | 58-61   | X  |  |         |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

|  |  |
|--|--|
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>GS02P98CID0002</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|--|--|

|  |  |
|--|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print)  | 20A. NAME OF CONTRACTING OFFICER<br><br>BENJAMIN MOULTRIE, CONTRACTING OFFICER |
| 19B. NAME OF CONTRACTOR<br>BY _____<br>(Signature of person authorized to sign)                    | 19C. DATE SIGNED   |
| 20B. UNITED STATES OF AMERICA<br>BY <u>Benjamin Moultrie</u><br>(Signature of Contracting Officer) | 20C. DATE SIGNED<br>11/10/99   |



**Section B -- Supplies or Services and Price**

**1. Description of Services.**

The contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide guard service in accordance with the requirements of this contract at the following location(s):

**UNIFORMED ARMED AND UNARMED GUARD SERVICES IN FEDERALLY OWNED AND LEASED BUILDINGS AND SPACES IN NEW YORK CITY**

**2. Bid/Offer for Basic Services.**

**A. BASE BID/OFFER FOR THE INITIAL 12 MONTH PERIOD.**

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2376 (Rev 4).

(a) Armed Guards \$ 21.91 per hour

(b) Unarmed Guards \$ 21.91 per hour

Quote a **PRICE PER HOUR** for the Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2375 (Rev 5).

(a) Armed Guards \$ 20.40 per hour

(b) Unarmed Guards \$ 20.40 Per hour

**B. OPTION LOT I FIRST ADDITIONAL 12 MONTH PERIOD.**

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2376 (Rev 4).

(a) Armed Guards \$ 21.73 per hour

(b) Unarmed Guards \$ 21.73 per hour

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2375 (Rev 5).

(a) Armed Guards \$ 20.25 per hour

(b) Unarmed Guards \$ 20.25 per hour

**C. OPTION LOT II SECOND ADDITIONAL 12 MONTH PERIOD.**

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2376 (Rev 4).

(a) Armed Guards \$ 21.73 per hour

(b) Unarmed Guards \$ 21.73 per hour

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2375 (Rev 5).

(a) Armed Guards \$ 20.25 per hour

(b) Unarmed Guards \$ 20.25 per hour

**D. OPTION LOT III THIRD ADDITIONAL 12 MONTH PERIOD.**

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2376 (Rev 4).

(a) Armed Guards \$ 21.73 per hour

(b) Unarmed Guards \$ 21.73 per hour

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for buildings covered under wage determination no. 94-2375 (Rev 5)

(a) Armed Guards \$ 20.25 per hour

(b) Unarmed Guards \$ 20.25 per hour

**E. OPTION LOT IV FOURTH ADDITIONAL 12 MONTH PERIOD.**

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as describe herein for buildings covered under wage determination no. 94-2376 (Rev 4).

(a) Armed Guards \$ 21.73 per hour

(b) Unarmed Guards \$ 21.73 per hour

Quote a **PRICE PER HOUR** for providing Uniformed Guard Service as described herein for building covered under wage determination no. 94-2375 (Rev 5)

(a) Armed Guards \$ 20.25 per hour

(b) Unarmed Guards \$ 20.25 per hour

**PLEASE NOTE, THE HOURLY PRICES ARE BROKEN DOWN ACCORDING TO THE HEALTH AND WELFARE BENEFITS WHICH IS STIPULATED IN THE APPLICABLE WAGE DETERMINATIONS.**

### **3. PRICING OF OPTIONS**

Offerors shall price the Option requirements for two additional twelve month periods by assuming that the minimum hourly wages and fringe benefits establish by the administrator, Wage and Hour Division, U.S. Department of Labor, for the initial twelve month period of performance will apply to the two additional optional twelve month period. The minimum wage rates and fringe benefits applicable to the initial twelve month period of performance are outlined on Wage Determination No.: 94-2375 (REV. 5), dated 6/1/97 and 94-2376 (REV 4), dated 5/21/97.

In the event the option is exercised by the Government, the contract price will be adjusted in accordance with the clause entitled "**52.222-43 FAIR LABOR PRICE STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE**

#### **NOTE TO BIDDERS / OFFERS:**

1. **DO NOT INCLUDE** any allowance for any contingency to cover increased costs for which adjustments are provided for under the clause entitled "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT," SEE PAGE 126 (FAR 52.222-43).
2. You must quote a price for the initial 12 month period as well as for the option periods in order to be considered for award.
3. You must quote a price for all items to be considered for award. Refer to Section B, Paragraph 2, items (A) through (E).
4. Please refer to Section M to be sure you understand the method of award.

5. This is an indefinite quantity contract for uniformed Armed and Unarmed Guard Service in various Federally Owned and Leased Buildings and Spaces within New York City.

The contract contains ordering limitations in the amounts of 354,548.75 **maximum hours** and 141,819.5 **minimum hours**.

6. Orders for additional services (outside of anticipated scheduled) may be placed orally when the amount of the order totals \$2,500 or less in the event of an emergency. All orders will be confirmed by issuance of a GSA-Form 300 "orders for Supplies or Services). The GSA Form 300 will describe the service to be provided and will establish (using Government Standards), the maximum number of hours for which the contractor will be compensated.

#### ADDITIONAL NOTES TO BIDDERS / OFFERORS

1. Service employees who will be employed in the performance of this requirement are classified as **Guard II** (SCA Director of Occupations)

2. The overall ratio of supervisory coverage to productive guard coverage is one (1) hour of supervision for every eight (8) hour of productive labor. Therefore, the hourly rates established in Section B for Armed and Unarmed Guards, is a firm fixed price which includes price for guard coverage and required supervision.

3. **THIS INVITATION FOR BIDS IS SET-ASIDE FOR SMALL BUSINESS CONCERNS ONLY.**

4. Bidders are cautioned that post coverage may vary based on tenant agencies needs. This may require work to be performed on less than full-time basis in some areas.

5. The contract requirement is not to be construed as an "Exclusive Contract" within the geographic and chronological boundaries specified herein. Instead, it is the intention of the Government to use the contract to meet contingencies, as required and specified within the minimum and maximum man-hours contained herein.

6. All orders for contract guard service will be placed with the contractor by issuance of a GSA Form - 300 (Order of Supplies or Services), signed by an authorized GSA official. The GSA form - 300, will include building location, number or man-hours, effective date of post coverage and whether armed or unarmed.

7. Uniformed contract supervisors for armed guards shall be armed.



## SECTION C - DESCRIPTION / SPECIFICATION

### 1. Scope of Work

During the period specified elsewhere in this solicitation, the General Services Administration (GSA) agrees to purchase service, and the Contractor agrees provide management, supervision, manpower, vehicle(s), equipment and supplies (equipment and supplies except as provided by the Government in Part I, Section C, paragraph 9a) necessary to provide professional [ ] armed, [ ] unarmed, or [X] **armed and unarmed** guard services as described herein, as may be required from time to time in a specific geographic area or individual location as described elsewhere in this solicitation. Service shall be provided in accordance with the terms of this contract as ordered by the Government.

*NOTE: Service locations may be added, changed, or deleted during the course of this contract.*

### 2. Contractor Start-Up Review

Immediately after award of the contract and prior to performance, the Contracting Officer shall notify the Contractor's Representative and the Contracting Officer's Representative (COR) to make an on-site in-depth review of the total job requirements to include, but are not limited to, the following:

- A. The general type of work performed by GSA and its tenant agencies;
- B. Each Guard Post Assignment Record (GSA Form 2580);
- C. Policy and specific procedures for responding to emergency alarms, bomb threats, or suspect incendiary devices, in each facility being protected;
- D. Floor plans and area maps of each facility which depict emergency evacuation routes, the location and type of each fire alarm, location of utility cutoff valves or switches, utility system controls, and special instructions pertaining to security controls;
- E. The Occupant Emergency Plan, including a detailed review of the exact responsibility of each guard post; and
- F. Requirements for contract guard eligibility, such as fingerprint charts, medical certificates, personal history statements, successful completion of required

testing, and training requirements to include weapon qualifications prior to commencement of work under this contract.

3. Contract Effort Required

**NOTE: Only Class II Guards may be utilized to perform services for this contract. Class I Guards require minimal training whereas Class II Guards require specialized training in methods and techniques of protecting security areas. Therefore, any employment of Class I Guards during the performance of this contract will be grounds for termination for default.**

A. Man-Hours Required

The manpower outlined in Part III, Section J, Exhibit 1, is the minimum man-hours which have been determined by the Government as essential to perform the work required by this contract. As used herein, the term "Man-hours" - include only the actual working time of employees performing services as specified on the individual Guard Post Assignment Record (GSA Form 2580). The specific duties and hours of each post by shifts are described in the Guard Assignment Record (GSA Form 2580) which will be provided to the Contractor by the COR after the contract is awarded. (It is the intent of the Government to have individual post(s) in Part III, Section J, Exhibit 1, manned by the same guard on a normal weekly basis not to exceed a total of twelve (12) hours per day.) The duties and time of day of posts are subject to change upon written notice. Should the Contractor fail to provide the specified number of productive man-hours, deductions may be made as specified in Part I, Section G.

B. Additions and Deletions to Man-Hours Required

- (1) The man-hours stated in Part III, Section J, Exhibit 1, are those hours which have been identified as the basic service currently being essential to the performance of this contract, and are the man-hours which must be provided when performance under this contract begins. Individual posts, as well as the number of hours required at individual post(s) may be added to or deleted from this contract based upon the Government's requirements.
- (2) The Government has the unilateral right to order services in excess of the man-hours stated in Part III, Section J, Exhibit 1, as long as the increase is within the scope of the contract, and the Contractor will be

obligated to provide services at the specified rates shown in Part I, Section B, paragraph 2.

C. Reserve Productive Personnel

Prior to commencement of work under this contract, the Contractor is required to submit to the COR for approval, the names and all necessary documentation of fully trained and qualified productive personnel who will be used in a reserve capacity (e.g., used to replace guards on scheduled or non-scheduled breaks, sick leave or vacation, used to respond to emergency service, or similar situations).

- (1) This reserve force shall be of sufficient size to cover an increase of 10% to the basic services required. The Contractor shall maintain this reserve force at the 10% level and shall inform the COR of additions and deletions during the life of the contract and any extensions thereof.
- (2) It is not GSA's intent to have the Contractor employ these reserve personnel as full time employees, but to have them available on an as needed basis.

D. Supervisory Man-Hours Required

The man-hours stated in Paragraph 6.E. below and as referenced in Part III, Section J, Exhibit 1, are the minimum man-hours of supervision which have been predetermined as essential to provide the degree of supervision required by the Government. As used herein, the term "Supervisory Man-Hours" shall include only the actual working time of employees performing supervision. Should the contractor not provide the specified number of supervisory man-hours, deductions may be made as specified in Part I, Section G.

4. Limitation on Man-Hours to be Provided by Individual Employees

No employee of the Contractor shall provide more than twelve (12) hours of service on one or more contracts administered by the GSA, in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be temporarily adjusted by the COR verbally in emergency situations which are beyond the control of the Contractor, i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, bombings, etc. A written confirmation of waiver must be obtained for each occurrence.

5. **Services Required**

A. **General**

The Contractor shall provide trained employees at all times to perform the services as prescribed by (1) the contract, (2) Guard Post Assignment Record (GSA Form 2580), and (3) Officer's Duty Book. In the event of an inconsistency, the contract takes precedence over other documents.

B. **Guard Post Assignment Record (GSA Form 2580)**

Perform the duties outlined on GSA Form 2580 which have been prepared for each post on all applicable shifts. These forms define the basic work to be performed at each post, including the exact hours of duty. Except for emergencies, no deviations shall be made. All GSA Forms 2580 must be approved by the COR. If authorized by the Contracting Officer, the COR may modify, amend, and/or revise Guard Post Assignment Records to change shift start and stop times and post locations, provided the change has no impact on the Contractor's cost. Such changes shall not require a modification (amendment) to the basic contract. Changes which increase or decrease the total number of man-hours specified; increase or decrease the amount of equipment, supplies, etc.; or otherwise affect the Contractor's costs must be made by the Contracting Officer through a written modification to the contract.

C. **Typical Duties**

Guard post assignments may include, but are not limited to, the following:

- (1) **Entrance Control Post.** Operate and enforce a system of personnel identification. Perform package inspection when directed to do so by the Guard Post Assignment Record (GSA Form 2580) or by the COR in the event of an emergency. Act as the primary contact for enforcement and reporting.
- (2) **Roving Patrol Posts.** Make patrols in accordance with routes and schedules established in the Guard Post Assignment Record (GSA Form 2580) and immediately correct, secure, or arrange to correct security violations and initiate all necessary reports.
- (3) **Traffic Control.** Direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, etc., as prescribed by

the Guard Post Assignment Record. In certain areas, as authorized by the COR, issue violation notices, GSA Form 2637.

- (4) **Control Issuance and Storage of Keys.** Receive, issue, and account for all keys to the building, various offices, gates, etc.
- (5) **Security and Fire Systems.** Monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment.
- (6) **Building Systems.** When required by Guard Post Assignment Record or the COR, perform minor operations and/or record data in connection with the operations of building systems.
- (7) **Building Rules and Regulations.** Observe building occupants and visitors for compliance with posted rules and regulations. Take immediate corrective action for violations, detains suspects for violations until Federal or local police assistance arrives, and initiate or assist in preliminary investigations and reporting procedures.
- (8) **Lost and Found.** In accordance with procedures in the Officer's Duty Book, receive, receipt for, and store found articles pending disposition. Initiate the chain of custody procedure, preparing all necessary documentation culminating in delivery to the property custodian items of various values.
- (9) **Law and Order.** Maintain law and order within the area of assignment within the limits of authority.
- (10) **Unauthorized Access.** Discover and detain persons attempting to gain unauthorized access to property through independent aggressive patrol or through operation of security systems.
- (11) **Hazardous Conditions.** Report daily, in accordance with procedures in the Officer's Duty Book, potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc., and compile necessary reports.
- (12) **Injury or Illness.** Obtain professional assistance in accordance with procedures in the Officer's Duty Book in the event of injury or illness to Government employees or others while in the building or on the

grounds. Render first aid and/or CPR in emergency situations and properly assist medical and law enforcement personnel as necessary.

- (13) **Flying the United States Flag.** The United States Flag (and other flags as authorized) shall be flown in accordance with applicable GSA regulations, as required by the Guard Post Assignment Record.
- (14) **Additional Duties.** Turn off unnecessary lights; check safes, lock-type repositories and cabinets; close windows; and close and secure doors and gates. Enforce energy conservation instructions.
- (15) **Reports and Records.** Prepare required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts and provide these reports to those officials specified by the COR. Initiate independently, preliminary investigation reports, and testify in various judicial proceedings on behalf of the Government.
- (16) **Civil Disturbances.** Perform such other functions as directed in the event of situations or occurrences, such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property and the general public lawfully in buildings or on the grounds under the control of the Government and assist and/or supplement law enforcement personnel during such situations.
- (17) **Emergencies.** In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action as specified in the Officer's Duty Book to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupancy Emergency Plan. The diversion may be for the duration of the emergency or longer as directed by the COR.

Immediately notify the designated Government official or agency, as applicable, of action taken. No additional cost shall be charged the Government for the diversion, and the Contractor will not be held accountable for the normal daily work not done and which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book.

- (18) **Other Incidents.** In certain outlying areas, or if multiple incidents occur, the contract guard may be called upon to act independently as primary security response until law enforcement assistance arrives.

**D. Work Scheduling Procedures**

The criteria for establishing work schedules and the requirements for contract relief, relief periods, and for starting and stopping work are contained herein:

- (1) Work schedules for supervisory and for productive guards shall be prepared on separate schedules, approved by the COR, and posted in work areas or locker rooms at five (5) week intervals. (It is the intent of the Government to have individual post(s) in Part III, Section J, Exhibit 1, manned by the same guard on a normal weekly basis, not to exceed a total of 12 hours per day.) Schedules shall be prepared on GSA Form 1874 (Hours of Duty Schedule) or an equivalent substitute approved by the Contracting Officer or his designated representative. Changes to schedules shall be posted in work or locker room areas in sufficient time prior to the schedule change to assure that employees affected by a change in duty hours are properly notified.
- (2) The removal, or changing of, guards from assigned post(s) must be approved by the COR.
- (3) The duties of some guard posts require that a guard not leave the post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580 (Guard Post Assignment Record). Part III, Section J, Exhibit 1, identifies posts which guards are not allowed to leave unless relieved. Backfill personnel can be utilized to relieve at these fixed posts.
- (4) 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.

**6. Supervision**

**A. Contract Manager                     Required                     Not Required**

The Contractor shall provide the name, telephone number, beeper number, fax number, and address of the contract manager, in writing, to the Contracting Officer, within seven (7) work days after award of the contract. In addition,

the Contractor shall immediately notify the Contracting Officer, in writing, at any time the information requested above is changed.

The term "contract manager" means a person, designated in writing by the Contractor, who has complete authority to act for the Contractor during the term of the contract. The duties of the contract manager shall not be performed by uniformed employees performing productive man-hours under the terms of this contract or any other guard contract administered by the GSA. The contract manager shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.

An "on-site" contract manger is [ ] is not [X] required for this contract.

**B. Qualification for Contract Manager**

- (1) The Contractor must provide the COR with a reference from other companies or organizations which substantiate the individual's ability to manager successfully twenty (20) or more persons in a structured work environment, with a minimum of three (3) years experience in the field of law enforcement or security.
- (2) The contract manager must demonstrate the capability to maintain an efficient work force with supporting the agency's security objectives and maintain continuous liaison with the occupant agencies.

**C. Job Orientation Oversight Responsibility for Contract Manager and Supervisory Personnel**

- (1) It shall be incumbent upon the contract manager to ensure that all supervisory personnel under his direction administer and certify the following:
  - (a) At contract start-up, that all supervisory personnel receive the required two (2) hour facility(ies) on-site orientation prior to performing supervisory duties at any facility under the contract and all guards receive thirty (30) minutes orientation and supervisory post observation.



- (b) That supervisory personnel properly administer thirty (30) minutes on-site post orientation and observation for each newly assigned guard on each post at the facility(ies).
  - (c) This requirement shall include relief replacement and/or newly assigned guard personnel who are authorized to perform post assignment duties under this contract. This requirement must be implemented immediately on the date of the contract start-up. The supervisor will certify this information which must be verified and countersigned by the guard on post and shall be maintained in the desk book at all times.
  - (d) In the case of relief replacement and/or newly assigned guard personnel, post orientation must be administered no later than the first day such guard is assigned to the facility(ies).
- (2) If the resulting contract has no requirement for an on-site contract manager (see paragraph 6.A. under Supervision), the supervisory personnel shall have the responsibility to administer the required on-site post orientation to all guard personnel assigned to the facility(ies) under this contract. The contractor, or his local (Metropolitan New York City Area) based contract manager or supervisor shall be responsible to certify in the Guard Desk Book that the certification and observation procedures have been completed.
  - (3) Failure to satisfy any of the above requirements may disqualify the individual from becoming, or continuing as, a contract manager or supervisor.

**D. On-Site Supervisors**

The Contractor shall provide the name(s), telephone number(s), and address(es) of the on-site supervisor(s), in writing, to the COR within seven (7) work days after award of the contract. The term "on-site supervisor" means a person designated in writing by the contractor who has authority to act for the Contractor on a day-to-day basis at the worksite. The on-site supervisor shall not simultaneously perform the duties of on-site supervisor and productive guard under the terms of this contract.

**Note: *Armed supervisors are required when supervising armed locations. Unarmed locations may be supervised by unarmed supervisors.***

**E. Level of Supervision**

The Contractor shall provide the level of supervision, with the minimum level of a 1:8 ratio (i.e., one (1) hour of supervision will be provided for every eight (8) hours of productive work) necessary to ensure that employees:

- (1) Are properly trained and perform all duties as specified in accordance with the contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned.
- (2) Are properly uniformed and present a neat appearance (as prescribed in applicable GSA regulations).
- (3) Maintain a continued state of proper training.
- (4) Possess all necessary permits, licenses, authority, etc.

**NOTE: *Replacement contract managers and on-site supervisors shall possess the same or similar qualifications of the individual(s) originally proposed by the Contractor and accepted by the Government. Replacement contract managers and on-site supervisors must be approved by the Contracting Officer and/or the COR prior to reporting for duty under this contract.***

**7. Authority and Jurisdiction**

Where required by local law or ordinance, and prior to commencement of work, the Contractor shall make and complete all arrangements, with the appropriate officials in the City, County, Parish, or the State in which the buildings are located, to:

- A. Have each employee appointed as a Constable, Special Police, Conservator of the Peace with sufficient authority to detain or make arrests for violations of law occurring at the locations specified in the contract (applies only when such appointments are obtainable and/or required by local or state law).

Should such appointments not be obtainable, then the Contractor shall provide the COR, in writing, with the exact extent to which his guards, under his State license, can exercise citizen arrest authority and booking procedure for misdemeanors and felonies, so that the COR can insert this information in the appropriate section of the Officer's Duty Book as required. The Contractor shall specifically indicate whether or not his guards can physically arrest a person who has committed a misdemeanor in their presence or that they are only authorized to use the psychological and persuasion approach to detain the

violator. The Contractor shall assume full liability for any act of his employee(s) in the exercise of any such police authority.

- B. Obtain all permit(s) necessary for each employee to perform as an armed and/or unarmed security guard. Copies of the licenses, permits and certifications described herein shall be furnished to the COR prior to the commencement of work under this contract.
- C. All necessary permits shall be carried by each employee on their person while on duty unless local or state law requires the Contractor to maintain the records.
- D. Provide any official bond required, pay any fees or costs involved or related to the appointment of employees as Constable, Special Police, or Conservators of the Peace and/or authorization for the arming of any employees engaged in providing services specified under this contract.

#### 8. Regulations

GSA 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.

##### A. Officer's Duty Book

An Officer's Duty Book shall be furnished by the COR and maintained by the Contractor at each post and shall contain only those items of duty instructions pertinent to the specific post. Officer's Duty Books shall not be removed from Government property, reproduced or copied in any manner unless properly authorized, in writing, by the COR.

##### B. Rules and Regulations Governing Public Buildings and Grounds (FPMR.41 CFR 101-20.3)

These rules and regulations are posted in all buildings under the charge and control of the GSA and are applicable to all persons entering in or on such property.

##### C. Public Buildings Service (PBS) Handbooks

PBS handbooks contain the basic procedures and forms to be used during the course of the contract and applicable chapters will be supplied by the COR.

*NOTE: Supplementary regulations which are provided to the Contractor by the Contracting Officer or his representative shall also be in effect and will be incorporated by contract modification (amendment).*

9. Equipment, Uniforms, and Materials

A. Use, Accountability, and Care of Government Furnished Property

(1) Items to be furnished by the Government

The following supplies, materials, and equipment will be furnished by the Government:

- (a) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, communications equipment (except as specified in Section J, Exhibit 2), closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
- (b) Repair and maintenance of equipment in paragraph A.(1)(a) above.
- (c) One (1) copy of the applicable chapters of PBS handbooks or other similar publications which contain necessary information.
- (d) 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.
- (e) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.
- (f) Guard office, locker space, locker, and office equipment, excluding office machines (as available and deemed necessary by the Government).
- (g) All administrative forms prescribed for use by contract employees while on duty may be obtained by contacting the COR.

- (h) Permission to visit the site for personnel employed by the Contractor before the start of performance under this contract for the purpose of their understanding and operating all fire alarm systems, security systems, or devices and emergency operating procedures in Section 4 of the Officer's Duty Book.
- (i) Building utilities and services will be afforded the Contractor in accordance with established GSA operational procedures. This includes the use of concession facilities, when open, rest rooms and the use of medical facilities when available for emergency purposes.

(2) **Accountability for Government Property**

All property furnished by the Government under this contract shall remain the property of the Government. Upon termination of the contract, the Contractor shall render an accounting of all such property which has come into his possession under this contract. All equipment issued by the Government to the Contractor will be issued on GSA Form 1025, Receipt of Property. 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 and the cost of such repairs or replacement shall be deducted from the Contractor's invoice.

(3) **Use of Government Property**

Government property (to include telephones) 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.

(4) **Safeguarding Government Property**

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

**(5) Malfunctioning of Government Property**

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. The Contractor shall not undertake the repair of Government furnished property. If the Contractor does so, he shall be liable for all damages and repair costs.

**B. Use, Accountability, and Care of Contractor Furnished Items**

The Contractor shall furnish and maintain, in acceptable condition, at no cost to contract guard employees, all items of uniform and equipment necessary to perform work required by the contract, as discussed in this paragraph.

**(1) Equipment**

(a) Portable watchclocks: Portable watchclocks for patrol tours.

Required       Not Required

(b) Dials and Tapes: Dials with tapes for portable watch clocks.

Required       Not Required

(c) Radio Equipment\*: Two (2) frequency, portable, handi-talkie, radios, crystals, batteries, battery charger(s) and other related accessories, as described in Exhibit 2, Radio Equipment Requirements.

Required       Not Required

**\*NOTE:** *The Contractor shall, in accordance with applicable Federal regulations, obtain all permits for the operation of such radio equipment over Government identified frequencies. A copy of all such permits shall be delivered to the COR prior to the utilization of designated frequencies.*

(2) **Motor Patrol Vehicles**

Patrol vehicle requirements determined necessary by the Contractor or required by the Government in this contract shall be provided by the Contractor.

- (a) The patrol vehicle(s) shall be 2 or 4 door sedans or as specified in paragraph 9b(2)(b) below. Pickup trucks and vans are not acceptable, unless specified otherwise. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotating 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).
- (b) 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 ten (10) to fifteen (15) pound portable, dry chemical, ABC, extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicle(s) shall be equipped with a conventional, universal, first aid kit and Airway pack, Cling bandages, and a minimum of two (2) bite sticks. Both the extinguisher and the first aid kit shall be properly mounted.
- (c) In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational substitute vehicle shall be provided by the Contractor. The COR is responsible for ensuring the vehicle(s) furnished under this contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the Contracting Officer will make the final decision. Additional patrol equipment not required by the contract shall not be used unless approved by the COR. See Exhibit 3, Patrol Vehicle Requirements.

(d) \*Patrol Vehicle Requirements

| Location | **Vehicles | No. Days<br>Per Week | Est. Hr.<br>Per Day | Est. Miles<br>Per Day |
|----------|------------|----------------------|---------------------|-----------------------|
| _____    | _____      | _____                | _____               | _____                 |
| _____    | _____      | _____                | _____               | _____                 |
| _____    | _____      | _____                | _____               | _____                 |
| _____    | _____      | _____                | _____               | _____                 |

\*NOTE: Only Government required vehicle costs will be reflected in Part I, Section B, Paragraph 2.B.

\*\*NOTE: MOPED(s); THREE-WHEELED, COVERED, MOTOR SCOOTER(s); etc., will only be used at enclosed facilities, compounds or centers and will not be used to travel from building to building in the urban setting.

[ ] Required [X] Not Required

(3) Firearms and Ammunition

Sufficient firearms shall be furnished in order to equip each armed guard and supervisor while on duty. Personal weapons shall not be used. Firearms shall be .38 caliber, 4" barrel, standard police service type revolver, capable of firing +P ammunition as recommended by the manufacturer. No other weapon will be acceptable. In the event of a dispute regarding whether firearms meet the requirements, the Contracting Officer will make the final decision. Appropriate and ample supplies of firearms, upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools), shall be provided by the Contractor. Firearms shall be inspected by the contract supervisor(s) on a periodic basis.

- (a) Firearms shall be cleaned and oiled weekly, or more frequently as weather and/or environmental conditions may require, to ensure optimum operating condition. Weapons inspection will be documented on the GSA Form 1051 in the "remarks" column.



- (b) Firearms shall be handled in a safe and prudent manner. Loading and unloading of ammunition, and the cleaning of the firearm shall take place in designated areas, only.
- (c) No firearms shall be stored on premises unless required by post assignment instructions. If so required, firearms and ammunition shall be stored in a safe or other cabinet, furnished by the Contractor, which complies with Government standards for storage of weapons. Contract supervisor(s) and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register, GSA Form 1051, provided by the COR.
- (d) All weapons and ammunition left on site shall be stored separately in a locked metal cabinet which will be furnished by the Contractor and approved by the COR. The cabinet shall remain locked at all times other than when weapons and ammunition are being issued or returned. The issuance of weapons and ammunition may be implemented only after the storage cabinets and control forms are available for use on the work sites. The Contractor shall also be responsible for having locks on firearms cabinets changed at least once every six months or more often if warranted.
- (e) Ammunition for authorized firearms shall be provided by the Contractor. Each armed guard, entering on duty, including the uniformed contract supervisor(s), shall be issued twelve (12) rounds of standard-type ammunition as authorized by state and local laws and regulations pertaining to non-law enforcement organizations. Six (6) rounds shall be used as a firearm load with six (6) rounds carried in a cartridge case. Ammunition shall be inspected daily to ensure its safe and effective use. New ammunition shall be issued annually.
- (f) In addition, sufficient ammunition shall be provided by the Contractor to accommodate emergencies, and to be available in the event additional services are ordered.
- (g) The Contractor shall provide a complete listing of firearm serial numbers, to include firearm assignments, to the COR prior to the contract commencement date (Reference Part I.

Section F, page I-F-6). This listing shall be kept current throughout the term of the contract.

(4) **Uniforms**

Uniform type and the wearing of same shall conform to standards and usage prescribed and in effect for GSA Federal Protective Officers, as shown in applicable PBS handbooks and regulations.

- (a) The Contractor's guard force uniforms shall be a color 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 employees performing under this contract shall wear the same color and style of uniform. Appropriately styled feminine uniforms shall be worn by female members of the guard force. The type of uniforms to be used on this contract must be approved by the COR within ten (10) calendar days after award.

**NOTE: ALL UNIFORMS ISSUED UNDER THIS CONTRACT, WHETHER OF "STANDARD" OR "OTHER THAN STANDARD" ISSUE, MUST BE EITHER BROWN OR KHAKI IN COLOR.**

- (b) Appropriately lettered breast and cap badges, indicating the jurisdiction from which police authority is obtained, shall be worn as part of the uniform (provided such authority is grantable under state and local laws) or the company name by which the guard is employed shall be worn and prominently displayed as part of the uniform. Uniform patches for "Standard" uniformed guards, lettered to indicate the identity of the Contractor, shall be worn on the left-hand breast pocket of the uniform blazer. Shoulder patches, lettered to indicate the identity of the Contractor, shall be worn on the left shoulder of the uniform jacket and shirt for "Other Than Standard" uniformed guards. Identification name tags shall be worn over the right-hand breast pocket (see paragraph (c) below). No other identification of the Contractor or employee shall be worn or displayed on the uniform.

- (c) The Contractor shall, prior to the contract performance date, submit to the COR documentation that the following items of uniform and equipment have been issued to each employee. The Contractor shall issue a sufficient quantity of uniform items to ensure that each guard is in proper uniform while on post.

***NOTE: No guard may enter on duty until they have a complete set of uniforms (including accessories) meeting the standards contained in applicable PBS Handbooks and Publications. Uniforms and equipment do not have to be new but must comply with GSA Standards and have a life expectancy equal to or longer than the term of this contract.***

(i) Standard Uniformed Guards

| <u>ITEM</u>   | <u>AMOUNT</u> |
|---|---------------|
| Shirt, dress, long sleeve <sup>1</sup>  | 3             |
| Shirt, dress, short sleeve <sup>1</sup>   | 3             |
| Trouser, dress  | 3             |
| Blazer  | 2             |
| Necktie   | 2             |
| Jacket, spring/fall, windbreaker-typed, lined<br>(Must fit over blazer)   | 1             |
| Parka, winter, 3/4 length, water repellant<br>(Outdoor Posts only)  | 1             |
| Cap, winter, (Fur Trooper's style)<br>(Baseball-type headgear is not acceptable)  | 1             |
| Gloves (pair) (Color to match accessories)  | 1             |
| Pistol Belt (1 1/4 inch, durable, top grain leather,<br>double-stitched)  | 1             |
| Police Baton (With holder)  | 1             |
| Holster, firearm (Slide on belt type,<br>with hammer safety strap, left/right as<br>required) (Armed guards/supervisors only) | 1             |
| Keepers, belt   | 4             |
| Cartridge case, hand load (Armed guards/<br>supervisors only)   | 1             |
| Handcuffs (pair) and keys   | 1             |
| Handcuff case   | 1             |
| Keystap w/flap  | 1             |

|  |   |
|--|---|
| Insignia, shoulder patch   | 7 |
| Whistle, thunder w/chain attachment (Metal)  | 1 |
| Metal cap ornament   | 1 |
| Nameplate, 3-1/2" x 3/4"<br>(White, 1/2" lettering on black or blue plastic<br>(Initial and Last name) | 2 |
| Breast Badge (Square or Rectangular in shape)  | 1 |

<sup>1</sup>Long sleeve shirts will be required beginning October 15, and short sleeves beginning May 15. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform.

<sup>2</sup>Shoes shall be low quarter or high topped, lace type with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories.

<sup>3</sup>Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for GSA 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 issued "standard" apparel shall wear the same color and style or type of uniform accessories and equipment.

(ii) **Other Than Standard Uniformed Guards**

| <u>ITEM</u>  | <u>AMOUNT</u> |
|--|---------------|
| Shirt, long sleeve <sup>1</sup>  | 3             |
| Shirt, short sleeve <sup>1</sup>   | 3             |
| Trouser, all season weight   | 3             |
| Necktie  | 2             |
| Frame style cap w/seasonal covers<br>(Baseball-type headgear is not acceptable.) | 1             |
| Jacket, winter, patrol type (Reefer style)<br>(Outdoor Posts only)               | 1             |
| Caps, winter, (Fur Trooper's style)  | 1             |
| Gloves (pair) (Color to match accessories)                                       | 1             |
| Pistol Belt without shoulder strap (Sam Browne)                                  | 1             |
| Police Baton (With holder)   | 1             |
| Holster, firearm (Slide on belt type,<br>with hammer safety strap, left/right as | 1             |

|  |   |
|--|---|
| required) (Armed guards/supervisors only)  |   |
| Keepers, belt  | 4 |
| Cartridge case, hand load (Armed guards/<br>supervisors only)  | 1 |
| Handcuffs (pair) and keys  | 1 |
| Handcuff case  | 1 |
| Keystap w/flap   | 1 |
| Insignia, shoulder patch   | 7 |
| Whistle, thunder w/chain attachment (Metal)  | 1 |
| Metal cap ornament   | 1 |
| Nameplate, 3-1/2" x 3/4"<br>(White, 1/2" lettering on black or blue plastic<br>(Initial and Last name) | 2 |
| Breast Badge (Square or Rectangular in shape)  | 1 |

<sup>1</sup>Long sleeve shirts will be required beginning October 15, and short sleeves beginning May 15. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform.

<sup>2</sup>Shoes shall be low quarter or high topped lace type with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories.

<sup>3</sup>Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for GSA 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 issued "other than standard" uniforms shall wear the same color and style or type of uniform accessories and equipment.

(5) **Supplementary Equipment**

Each guard on duty shall be equipped with supplementary equipment including, but not limited to: notebooks, pens, pencils, flashlight (4 "D" cell-metal), flashlight holder (snap-away/D cell), replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) as appropriate to operations. Guards shall not be permitted to provide themselves with any unauthorized supplemental or personal

equipment, such as chemical agent devices, concealed firearms, knives, "come-alongs," or other such non standard items.

- (a) The Contractor shall provide and maintain on-site, an adequate supply of batteries for all flashlights, traffic control batons, and hand batons.
- (b) Inclement weather clothing shall be required for those guards required to perform duties while exposed to cold, rain, and other inclement weather conditions.

***NOTE: All inclement weather clothing must be identical in style and color for each guard.***

10. Qualifications of Personnel

A. General

To be eligible to perform under this contract each contract employee must meet, to the satisfaction of the COR, the following education, experience, health, and security requirements.

B. Education/Experience

Possess a high school diploma or equivalency, and have two (2) years of experience demonstrating:

- (1) The ability to fluently speak, understand, and read English;
- (2) The ability to meet and deal with the general public;
- (3) The ability to read, understand, and apply rules, detailed orders, instructions, and training materials;
- (4) The ability to maintain poise and self-control under stress;
- (5) The ability to construct and write clear, concise, accurate and detailed reports;
- (6) Proficiency in the use and safe handling of a .38 caliber service type revolver prior to entry on duty, in accordance with Part I, Section C, Paragraph 11.C.(2) (Armed guards only);

- (7) Any type of military service, as evidenced on DD Form 214, which may be credited toward meeting the requirements above at B.(2) through B.(5), but excluding B.(6);
- (8) In lieu of the above (with the exception of subparagraph (6)), each employee shall have two years of relevant education at a residence school above the high school level, or any combination of relevant education above the high school level and relevant experience totaling two (2) years.

C. **Health and Physical Fitness Requirements.**

- (1) The Contractor shall insure that all employees assigned are well proportioned in height and weight, and in good general health without physical defects or abnormalities which would interfere with the performance of duties. They shall be free from any communicable disease. They shall possess binocular vision, correctable to 20/20 (Snellen), and shall not be color blind. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices. Physical fitness shall be evidenced on Standard Form 78, Certificate of Medical Examination. Physical examination shall be administered by a licensed physician and the completed standard form submitted to the COR, prior to the employee's assignment to duty. Necessary forms will be supplied by the Government.
- (2) For employees who have submitted Certificates of Medical Examination while employed by a Contractor who is subsequently replaced by another contractor, the new Contractor is not required to submit another certificate if the current certificate was submitted within the past five (5) years, unless specifically requested to do so by the Contracting Officer or his representative.

D. **Security Requirements.**

- (1) **Non-Classified Contracts.** Unless otherwise specified, the Contractor shall submit to the COR, a minimum of fifteen (15) calendar days before the starting date of the contract, two (2) completed Forms FD-258, "Fingerprint Chart" and one GSA Form 176, "Statement of Personal History" for those officers of the firm who, for any reason, may visit the worksite during the period of this contract and for all

employees who have access to the building in performance of the contract work.

These forms shall be submitted for replacement employees before entrance to duty. Necessary forms will be furnished by the Government. If the COR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the contract.

- (a) Every employee must be cleared for suitability every three (3) years. For employees cleared through this process while employed by a Contractor, who is subsequently replaced by another Contractor, the new Contractor is not required to submit another set of these forms until three (3) year clearance is due, unless specifically required to do so by the COR.
- (b) The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, conduct pre-employment background checks or authorize and grant temporary clearance to employees of the Contractor. However, the granting 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 withdrawal or termination of any such clearance by the Government. (See Part III, Section J, Exhibit 3, Security Clearance Requirements.)

- (2) **Security Requirements (Classified Contracts)**. Security clearances, if required, will be provided by the Department of Defense (DOD), Defense Industrial Security Clearance Office (DISCO), the Department of Energy (DOE), or the Nuclear Regulatory Commission (NRC), as appropriate. Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site. This requirement also pertains to officers of the firm, who for any reason, may visit the worksite(s) during the term of the contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DISCO, or receives a final clearance from DOE or NRC.



- (a) The Government shall notify the Contractor of the security classification of this contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- (b) The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms which are to be completed for each contract guard employee performing under this contract, as well as other employees of the firm who may, in the performance of this contract, visit the worksite.
- (c) The Contractor, and all applicable personnel, shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, final facility clearance requirements subsequent to the official award date, and/or at least five (5) calendar days prior to the contract start-up date.
- (d) In all areas requiring a DOD Security Clearance, the Contractor shall comply with the provisions of the Industrial Security Manual for Safeguarding Classified Information, including all changes. (This publication may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402). Application forms required for DOD personnel security clearances shall be obtained from DISCO; for DOE clearances from the Personnel Security Branch, Office of Safeguards and Security, Department of Energy, Washington, DC 20545; and NRC clearances from the Division of Security, U.S. Nuclear Regulatory Commission, Washington, DC 20555. All applicable forms must be completed by each designated employee. The Contractor shall notify the COR, in writing, within five (5) calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 3, Security Clearance Requirements.)
- (e) Temporary suitability determination allowances may be granted by the Government for a period of six (6) months from the date that such allowance is approved. All contract

employees working under GSA security contracts after the expiration of the six (6) temporary clearance without a final suitability or security clearance, will be dismissed from further work until such time as a full suitability determination has been completed. This requirement applies to both classified and nonclassified contracts. Security clearances, when required, will not be waived. The Government will provide the Contractor with the appropriate address where the completed forms are to be forwarded.

E. Age

All contract employees shall be a minimum of twenty-one (21) years of age (age requirements may be waived by the Contracting Officer for veterans of military service and for active duty military personnel).

F. Special Requirements for Supervisors

Supervisors must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a minimum of two (2) years of successful supervisory experience in the security or law enforcement field. However, the Contractor shall have the prerogative of requesting the approval of another employee without two (2) years of supervisory experience if the Contractor can provide sufficient documentation to support his selection. The COR shall recommend the selection, if satisfactory, and the Contracting Officer will approve or reject same. A Key Personnel Résumé (see Part III, Section J, Exhibit 9) shall be completed for each supervisor and a copy shall be provided to the COR.

11. Training

A. General

To be eligible to perform under this contract, each contract employee must meet the following training requirements.

No guard shall be eligible to perform under this contract until he/she takes or retakes the following training and passes the required examinations (tests).

**B. Responsibilities as Related to Training**

(1) **Contracting Officer.** Designated representatives of the Contracting Officer shall present to officials designated by the Contractor, the initial twenty (20) hours of training on those subjects listed in Part III, Section J, Exhibit 4. This training will be valid for a period of five (5) years.

(2) **Contractor.**

(a) Provide the instructor for presentation of training on those subjects as listed in Part III, Section J, Exhibit 5.

*NOTE: Contractor-provided training consists of eighty-three (83) hours, minimum, training on those subjects listed in Part III, Section J, Exhibit 5. The Contractor is also responsible for providing twenty-six (26) hours of annual recertification training for those subjects listed on page 32 at subparagraph L, Training Requirements by Position.*

(b) Provide the training location (classroom and range approved by the Government) for all formal training.

(c) Provide any remuneration due the employees for attendance of the training.

**C. Minimum Training Requirements**

The Contractor shall submit evidence that each contract guard and supervisor has been trained and certified as required in the subject areas outline in Part III, Section J, Exhibits 4 and 5. In addition, each armed employee shall receive that amount of firearms training necessary to qualify in firearms proficiency in accordance with the firearms qualifications requirements contained in the practical pistol course outlined in Part III, Section J, Exhibit 6, of this contract. All contract guard employees shall pass a written test and a firearms qualification test as appropriate, administered by the Government, prior to assignment as a guard under this contract.

(1) Each contract guard employee, including supervisor, shall pass a written test on all subjects in Part III, Section J, Exhibits 4 and 5. Should an employee fail the written test on the initial attempt, they will be given three (3) additional opportunities to retake the written

examination within a 90-day period. Applicants may retake the written examination as necessary but shall not be permitted to take more than three (3) written examinations within a single 90-day period. The frequency of retesting within any 90-day period, the retesting schedule, and location of testing shall be determined by the COR. Employees failing subject examination shall not be permitted to work under this contract. Any travel incurred by the Contractor, which may be involved for retesting of contract employees, will be at the Contractor's expense.

- (2) All written tests and firearm qualification requirements will be designed and administered by the Government. The written examination, including firearm safety, will be conducted at a location determined by the COR. The Contractor shall be responsible for notifying the COR when his applicants are ready to take the written and firearms qualification tests.
- (3) The Government will provide, at no cost, one copy of the textbook, Contract Guard Information Manual, covering the subjects specified in Part III, Section J, Exhibit 5. The textbook will be provided to the Contractor with the notice of award of the contract. Additional copies of the textbook may be purchased from the field sales outlets of the U.S. Government Printing Office as indicated in Exhibit 11 of this contract.
- (4) Contract employees who successfully pass the written testing requirements under this contract may transfer to other GSA guard contracts having the same requirements. Written examination qualification under this contract will be valid for a period of five (5) years. Further information on test procedures and firearms qualification requirements may be obtained from the COR.
- (5) Firearms, Training/Qualification and Certification (For armed guard personnel only).

**NOTE: All armed posts require armed supervisors.**

- (a) **Firearms Training.** The Contractor shall provide firearms training for all armed guards, including supervisors, working under this contract who do not possess a current state certification for the state where the services are to be performed. Firearm qualifications for a state certification must

be equivalent to or higher than the course specified herein in Part III, Section J, Exhibit 6. The Contractor shall submit written documentation to the COR, certifying that all contract employees have been trained in the correct handling and safe use of firearms and ammunition prior to the scheduling of any contract employee for testing in firearms proficiency with the COR (see Part III, Section J, Exhibit 6). The Contractor shall be responsible for notifying the COR when their applicants are ready to be tested by the Government for firearms qualification.

- (b) **Qualification and Certification.** All contract employees who do not possess a current state certification shall be tested in firearms proficiency by the Government. The testing of applicants shall be made by an authorized examiner of the COR at a site provided by the Contractor or agreed to by the Government. GSA Form 2790, "Pistol Qualification Record" (see Part III, Section J, Exhibit 8B), will be used to document the firearms qualification of each contract employee. Each GSA Form 2790 shall be signed by an authorized Government firearms examiner, certifying that the applicant has been tested and has successfully passed the firearms qualification course specified in Part III, Section J, Exhibit 6.
- (1) Firearms qualification under this contract shall be valid for one (1) year from the date of qualification and testing as stated on GSA Form 2790. Failure to maintain current qualifications will result in removal from duty under this contract.
  - (2) Qualifications within the past year may be transferred with employment between GSA contracts.
  - (3) The maximum number of attempts to qualify will be limited to two (2) attempts within a thirty-day period, commencing with the date of the first attempt. Failure to qualify on the second attempt will require a minimum waiting period of 45 days from the second attempt at firearm qualification. Prior to an applicant retesting, the Contractor must submit documentation of additional training accomplished. This documentation must be sufficient to assure the COR of the applicant's ability to successfully complete and pass the firearm

qualification testing within the subsequent 30 day period.

- (c) **Firearms.** Firearms qualification and training shall be with weapons and ammunition specified in Exhibit 6 of the contract. The Contractor shall provide the necessary weapons for qualification testing unless otherwise required by the COR. All Contractor-provided weapons used for qualification testing of contract employees shall be inspected and approved by an authorized representative of the Federal Protective Service (FPS) prior to use on any designated range. Ammunition used for firearm qualification testing shall be provided by the Contractor.
- (d) **Firearms Safety.** Each contract guard employee, including supervisor, will be required to successfully demonstrate practical hands-on firearms safety procedures prior to qualification testing.

- D. **Contractor's Plan for Training Employees.** The Contractor's plan and schedule for the conduct of required training as specified by this contract shall be submitted to the COR within ten (10) calendar days after receipt of the award notice and ten (10) calendar days prior to training after contract start-up. (A sample training schedule is shown in Part III, Section J, Exhibit 7.) All formal training required shall be administered (i.e., taught, presented) by persons who are certified as being qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college, university), a Governmental (Federal, State, County) educational certification body (agency, board, commission, or by documentation that the person instructing has sufficient authoritative, practical and current experience instructing in the subject matter specified. Such certification (documentation) offered shall be current, within the past five (5) years, and shall meet the approval of the COR. Copies of the instructor's certifications and documentation shall be submitted to the COR for approval.
- E. **Report of Scheduled Training.** A schedule of the required training shall be submitted to the COR by the Contractor within ten (10) calendar days after receipt of the award notice. See Part III, Section J, Exhibit 7, for format of training schedule.

- F. **Report of Training Completion.** A report of the completion of all required training shall be submitted by the Contractor for each employee on the format illustrated in Part III, Section J, Exhibits 8, 8A, 8B, and 8C. The training required by this contract must be completed prior to the guard beginning work under this contract. False statements in the report regarding completion of this training may be punishable by fine or imprisonment under U.S. Code, Title 18 Section 1001.
- G. **Training Inspection.** The Contracting Officer or a designated representative is authorized to inspect, monitor, and evaluate the conduct of all training. Reports by the evaluator to the status, progress, and effectiveness of training will be coordinated with the COR.
- H. **Facility Training.** Included with the above training, each employee, whether guard or supervisor, shall be trained in the following areas. Each employee shall be familiar with all requirements for a specific facility before being assigned to it. Each employee may be asked questions on these areas by designated employees of GSA. Inability to answer questions on these topics may lead to disqualification. The Contractor will provide this training at the facility prior to the employee performing duty.
- (1) General information and special orders for the facilities to be protected under this contract.
  - (2) Operational procedures for security systems on the protected premises.
  - (3) Emergency operational procedures under the Occupant Emergency Plan for the locations to be protected.
- I. **Supervisor Training.**
- (1) All supervisors working under this contract shall successfully complete supervisory training in addition to basic training. The Contractor shall provide this training. Supervisory training shall be specialized to include at least the following management areas:
    - (a) Techniques for issuing written and verbal orders;
    - (b) Uniform clothing and grooming standards;
    - (c) Post inspection procedures;

- (d) Employee motivation; and
- (e) Proper radio techniques and communication procedures.
- (2) This training shall be provided to all supervisors before they enter on duty. The Contractor shall maintain documentation of this training at the home office and shall forward copies of documents to the COR prior to the employee beginning work under this contract.
- J. **Special Training.** In certain cases, special training given by the tenant agency or by GSA will be required in this contract. The number of hours of training and the posts to which the special requirements apply is specified in Part III, Section J, Exhibit 4 of this contract.
- K. **Alternatives.** Request for alternatives to training requirements must be submitted in writing as shown in Part III, Section J, Exhibit 13, with complete justification and documentation, to the COR. The Contracting Officer may approve alternatives to training requirements (with the exception of the required Government training, weapons training and qualification and the required training test) when it is in the best interest of the Government and approved in written form prior to the guards(s) entrance on duty. Such requests must contain documentation of prior training in the specific subject area contained in Part III, Section J, Exhibit 5, which has been completed within five (5) years of the application, or sufficient documentation of prior experience as a commissioned law enforcement officer.
- L. **Training Requirements by Position.**
- (1) **Unarmed:**      **103 Hours of Basic Training**
- ◆ 20 Hours Government Provided Training  
(See Part III, Section J, Exhibit 4).
  - ◆ 83 Hours Contractor Provided Training  
(See Part III, Section J, Exhibit 5).
- 26 Hours of Contractor Provided Refresher Training<sup>(1)</sup>** (See Part III, Section J, Exhibits 5 and 8C).
- ◆ 9 Hours - Cardiopulmonary Resuscitation\*
  - 8 Hours - Emergency Medical Assistance (First Aid)
  - ◆ 1 Hour - Safety and Fire Prevention
  - ◆ 1 Hour - Narcotics and Dangerous Drugs
  - ◆ 1 Hour - Search and Seizure



- ◆ 1 Hour - Ethics and Professionalism
- ◆ 1 1/2 Hours - Understanding Human Behavior
- ◆ 2 Hours - Sensitivity Training
- ◆ 1/2 Hour - Professional Public Relations
- ◆ 1 Hour - Defensive Tactics

*\*The Contractor will arrange for all guards to receive this training, and upon successful completion submit a copy (front and back) of the guards CPR card to the COR along with their other paperwork. A copy of this card must be submitted to GSA annually.*

**(2) Armed:**

**103 Hours of Basic Training**

- ◆ 20 Hours Government Provided Training  
(See Part III, Section J, Exhibit 4).
- ◆ 83 Hours Contractor Provided Training  
(See Part III, Section J, Exhibit 5).

**26 Hours of Contractor Provided Refresher**

**Training<sup>(1)</sup> (See Part III, Section J, Exhibits 5 and 8C).**

- ◆ 9 Hours - Cardiopulmonary Resuscitation\*
- ◆ 8 Hours - Emergency Medical Assistance (First Aid)
- ◆ 1 Hour - Safety and Fire Prevention
- ◆ 1 Hour - Narcotics and Dangerous Drugs
- ◆ 1 Hour - Search and Seizure
- ◆ 1 Hour - Ethics and Professionalism
- ◆ 1 1/2 Hours - Understanding Human Behavior
- ◆ 2 Hours - Sensitivity Training
- ◆ 1/2 Hour - Professional Public Relations
- ◆ 1 Hour - Defensive Tactics

*\*The Contractor will arrange for all guards to receive this training, and upon successful completion submit a copy (front and back) of the guards CPR card to the COR along with their other paperwork. A copy of this card must be submitted to GSA annually.*

**40 Hours Firearms Training & Qualifications<sup>(2)</sup>**

(See Part III, Section J, Exhibits 5 and 6).

- (3) **Supervisors:** **103 Hours of Basic Training**
- ◆ 20 Hours Government Provided Training  
(See Part III, Section J, Exhibit 4).
  - ◆ 83 Hours Contractor Provided Training  
(See Part III, Section J, Exhibit 5).

**Supervisory Training (In addition to basic training.)**  
(See Paragraph 11.I. above.)

**26 Hours of Contractor Provided Refresher Training<sup>(1)</sup>** (See Part III, Section J, Exhibits 5 and 8C).

- ◆ 9 Hours - Cardiopulmonary Resuscitation\*
- 8 Hours - Emergency Medical Assistance (First Aid)
- ◆ 1 Hour - Safety and Fire Prevention
- ◆ 1 Hour - Narcotics and Dangerous Drugs
- ◆ 1 Hour - Search and Seizure
- ◆ 1 Hour - Ethics and Professionalism
- ◆ 1 1/2 Hours - Understanding Human Behavior
- ◆ 2 Hours - Sensitivity Training
- ◆ 1/2 Hour - Professional Public Relations
- ◆ 1 Hour - Defensive Tactics

*\*The Contractor will arrange for all guards to receive this training, and upon successful completion submit a copy (front and back) of the guards CPR card to the COR along with their other paperwork. A copy of this card must be submitted to GSA annually.*

**40 Hours Firearms Training & Qualifications<sup>(2)</sup>**  
(Armed Supervisors Only). (See Part III, Section J, Exhibits 5 and 6).

<sup>(1)</sup>Annual Certification Required.

<sup>(2)</sup>Annual Requalification Required.

## SECTION D - PACKING AND MARKING

### 1. Payments of Postage and Fees.

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor

### 2 Marking.

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

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## SECTION E - INSPECTION AND ACCEPTANCE

### 1. Inspection and Acceptance

**Contractor's Responsibility.** The Contractor shall provide for the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all defects or omissions are corrected.

### 2. Government Inspection of Services

FAR 52.246-4 - Inspection of Services - Fixed Price (Aug 1996):

- (a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in amount. When the

defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such services or (2) terminate the contract for default.

(End of clause)

3. **The Role of Government Personnel and Responsibilities for Contract Administration**

A. **Contracting Officer (CO)**

The CO has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on unsatisfactory performance; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. However, he may delegate certain other responsibilities to his authorized representatives.

B. **Contracting Officer's Representative**

Mr. Rafael Bou, III  
 Section Chief, Metropolitan Branch (2PSM)  
 GSA, Federal Protective Service Division (FPSD)  
 26 Federal Plaza, Room 17-130  
 New York, NY 10278  
 Telephone Number: (212) 264-0850  
 Fax Number: (212) 264-9803

is designated as the Contracting Officer's Representative (COR) to assist the CO in the discharge of his responsibilities. The responsibilities of the COR

are to manage the contract and include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as The Government's Representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in performance of work. The COR does this through periodic visits to the Contractor's facilities; assisting in the resolution of any issues that arise with regard to Contractor performance or agency responsibilities; assisting in the expedition of orders when required; and, advising the CO of any factors which may prevent performance of work.

**C. Contract Inspectors**

Contract Inspectors 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 Inspector includes, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; following through to assure that all defects or omissions are corrected; recommending deductions, or other actions, from contract payment for nonperformance or unsatisfactory performance; conferring with representatives of the Contractor regarding any problems encountered in the performance of work and generally assisting the COR in carrying out his responsibilities. Contract Inspectors, however, are not authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, details, and/or delivery schedules. This authority is reserved for the CO.

## SECTION F - DELIVERIES OR PERFORMANCE

### 1. Place of Performance

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

*Various Federally owned and leased building(s)/space(s)  
located in New York City*

### 2. Term of the Contract

After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a twelve (12) month period, subject to the availability of funds(see the clause 552.232-77, Availability of Funds (July 1984) in Part II, Section I), commencing on the day specified in the notice to proceed. Work under this contract is expected to commence on or about May 1, 1998.

### 3. Option to Extend the Term of the Contract

- A. The Government shall have the unilateral option of extending or renewing this contract for four (4) consecutive additional periods of one (1) year each. The CO may exercise the option by providing written notice to Contractor, within 30 days before the contract expires. (See FAR clause 52.217-9 Option to extend the Term of the Contract - Services (Mar 1989), Part II, Section I.) The same terms and conditions contained in the initial contract period shall apply to each option period, if exercised.
- B. This exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises an option within the prescribed time frame, the Contractor shall be bound to perform the services for the option period or be subject to the default provisions of this contract.

### 4. Maximum/Minimum Order Limitations

The maximum limitation of this contract shall not exceed 355,000 hours per contract period. The minimum amount of work anticipated is 142,000 hours per contract period. The amounts noted herein are estimates only and are provided for informational purposes.

5. **Quantities**

This contract is for the services and for the period specified herein. Delivery of performance of work shall be made only as authorized by orders issued in accordance with the FAR Clause 52.216-18, Ordering (see Part II, Section I, page II-I-40). The quantities specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for services set forth herein do not result in orders in the amounts or quantities described as "estimated" it shall not constitute the base for an equitable price adjustment under this contracts.

6. **Delivery Orders**

A. **General:** GSA will assign work to the contractor through the issuance of written work orders, using the GSA Form 300, Order for Supplies and Services. Each delivery order shall contain the following information:

- (1) Date of order.
- (2) Order number and contract number.
- (3) Item number and position description, quantity, units, and unit price.
- (4) Start work date at the job site and work completion date.
- (5) Duty hours.
- (6) Place of delivery or performance (work site), including the consignee.
- (7) Name and telephone number of ordering point of contact.
- (8) Packaging, packing, and shipping instructions, if any.
- (9) Accounting and appropriation data.
- (10) Any other pertinent information.

Each delivery order will be considered separately for any items in the contract such as scope of work, time for completion, payments, etc.

Upon completion and acceptance of all work on each delivery order, the amount due the contractor under each delivery order shall be paid upon the presentation of a properly executed invoice/voucher.

B. **Delivery Order Adjustment:** Delivery orders may be modified by the ordering official in accordance with current, applicable Federal Acquisition Regulations (FAR) and General Services Administration Acquisition Regulations (GSAR).



- C. Release of Claims: In addition to the release of all claims required by GSAR Clause 552.232-79, Final Payment (see page I-G-3, Paragraph 4), the Contractor shall submit (within thirty (30) calendar days after payment has been received) a Release of Claims, GSA Form 1142, for each individual delivery order (including any modifications thereto) issued under this contract.
- D. Additional Information: For additional information regarding delivery orders, see Part II, Section I, pages II-I-39 through II-I-41.

7. Extension of Services

- A. If it is determined by the Government that for administration, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government has the sole option to extend service under this contract for a six (6) month period. If this is done, price adjustments will be made in accordance with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contract) (see Part II, Section I, page II-I-65).
- B. It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor, and that extension of service shall in no event exceed six (6) months.

8. Reporting Requirements

- A. All reports, schedules, plans, and other submittals provided by the Contractor are subject to approval by the CO or COR.
- B. The Contractor shall be required to submit deliverables and reports at specified times throughout the life of this contract, which are considered critical to the successful completion of all contractual requirements. The Contractor Checklist for Deliverables and/or Reporting Requirements provided on pages I-F-5 through I-F-7 lists all deliverables and/or reports which shall be provided by the Contractor, at the specified due dates, without exception.

B. The Contractor shall be required to submit deliverables and reports at specified times throughout the life of this contract, which are considered critical to the successful completion of all contractual requirements. The Contractor Checklist for Deliverables and/or Reporting Requirements provided on pages I-F-5 through I-F-7 lists all deliverables and/or reports which shall be provided by the Contractor, at the specified due dates, without exception.

**8.B.1. CONTRACTOR CHECKLIST FOR DELIVERABLES AND/OR REPORTING REQUIREMENTS**

| <b>ITEM</b>   | <b>DUE DATE</b>   | <b>DUE TO</b>               |
|---|---|-----------------------------|
| GSA Form 1874, Hours of Duty Schedule<br>(See Page I-C-7, Para D)   | Every five (5) weeks, with changes posted in sufficient time prior to schedule change as to ensure proper notification to guards. | To be posted in work areas. |
| Contract Manager Information<br>(See Page I-C-7, Para 6)  | Within seven (7) work days after award of contract.   | CO                          |
| On-Site Supervisor(s) Information<br>(See Page I-C-9, Para D)   | Within seven (7) work days after award of contract.   | COR                         |
| Copies of Individual Guard Licenses/Permits<br>(See Page I-C-11, Para B)<br>(At the top of page.)                     | Prior to guard's start of work under the contract.  | COR                         |
| Accounting of All Government Furnished Property<br>(See Page I-C-13, Para (2))  | Upon Termination of the contract.   | CO/COR                      |
| Copies of Permits Required for Use of Radio Equipment<br>(See Page I-C-14, "Note")<br>(At the bottom of the page.)    | Prior to utilization of designated frequencies under the contract.  | COR                         |
| GSA Form 1051, Daily Sign-In/ Sign-Out (Weapons Control Record)<br>(See Pages I-C-16, Para 3(a) and I-C-17, Para (c)) | Upon request and as appropriate.  | COR                         |
| Listing of Firearm Serial Numbers & Firearm Assignments<br>(See Page I-C-17, Para (g))                                | Prior to contract start date.   | COR                         |

**8.B.1. CONTRACTOR CHECKLIST FOR DELIVERABLES AND/OR REPORTING REQUIREMENTS (Continued)**

| <b>ITEM</b>   | <b>DUE DATE</b>   | <b>DUE TO</b> |
|---|---|---------------|
| Issuance of Uniform Documentation<br>(See Page I-C-18, Para (c))          | Prior to contract performance date.   | COR           |
| SF 78, Certificate of Medical Examination<br>(See Page I-C-23, Para C)    | Prior to start of duty.   | COR           |
| GSA Form 176, Statement of Personal History<br>(See Page I-C-23, Para D)  | A minimum of fifteen (15) calendar days before contract start date.   | COR           |
| Form FD-258, Fingerprint Chart<br>(See Page I-C-23, Para D)               | A minimum of fifteen (15) calendar days before contract start date.   | COR           |
| Key Personnel Résumé<br>(See Page I-C-26, Para F)                         | Prior to start of duty.   | COR           |
| GSA Form 2790, Pistol Qualification Record<br>(See Page I-C-29, Para (b)) | Prior to start of duty.   | COR           |
| Training Plan<br>(See Page I-C-30, Para D)                                | Ten (10) calendar days after receipt of award notice and (ten) 10 days prior to training after contract start up. | COR           |
| Instructor Certification<br>(See Page I-C-30, Para D)                     | Prior to training.  | COR           |
| Training Schedule<br>(See Page I-C-30, Para E)                            | Ten (10) calendar days after receipt of award notice.   | COR           |
| Report of Training Completion<br>(See Page I-C-30, Para F)                | Prior to guard's start of work under the contract.  | COR           |

**8.B.1. CONTRACTOR CHECKLIST FOR DELIVERABLES AND/OR REPORTING REQUIREMENTS (Continued)**

| <b>ITEM</b>   | <b>DUE DATE</b>   | <b>DUE TO</b>       |
|---|---|---------------------|
| GSA Form 1142, Release of Claims<br>(See Page I-F-3, Para E)                      | Within thirty (30) calendar days of receipt of payment of invoice.                      | CO                  |
| GSA Form 139, Record of Time of Arrival and Departure<br>(See Page I-H-1, Para 3) | As Specified by COR.  | As specified by COR |
| GSA Form 3430, Building Service Contract Work Report<br>(See Page I-H-2, Para 5)  | Weekly and on last day of each month. (Submitted with GSA Form 139, one for each post.) | COR                 |
| Certificate of Insurance<br>(See Page IV-L-1, Para 3)                             | By date(s) specified by CO.   | CO                  |

**NOTE:** *Bidders/Offerors are cautioned that this schedule may not list all of the contractor deliverables and/or reporting requirements. Bidders/Offerors are responsible for reading the entire solicitation package to ensure that they understand all of the requirements.*

*The COR will notify the Contractor, during the term of the contract, of any changes in these requirements.*

**SECTION G - CONTRACT ADMINISTRATION DATA****1. Payment (General)**

- A. Payment will be made on a calendar month basis, in arrears, upon submission of an invoice. Payment will be due on the thirtieth (30th) calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later. See the payment clauses referenced in Part II, Section I, Supplemental Clauses.

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract. The Criteria for Deductions (Figure G-1, Page I-G-6) 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, and supplements the Government Inspection of Services clause in Part I, Section E, of this contract.

- B. Any inquiries regarding Contractor's payment shall be directed to the following:

Mr. Jerry Cochran  
Regional Finance Division Director (7BCP)  
General Services Administration, Region 7  
P.O. Box 17181  
Fort Worth, TX 76102-0181  
Telephone: (817) b6

**2. Submission of Invoices**

Invoices shall be submitted on the first of each month to:

**A. Original Invoices**

General Services Administration  
Finance Division, Region 7  
Accounts Payable Branch (7BCP)  
P.O. Box 17181  
Forth Worth TX 76102-0181

**B. Copy To**

At the same time as the original invoice is submitted to the Finance Office, one (1) copy of the invoice shall be submitted to the following address:

General Services Administration  
Federal Protective Service Division (2PSS)  
26 Federal Plaza, Room 17-130  
New York, NY 10278

**NOTE: Please refer to GSAR Clause 552.232-72, Invoice Requirements (Apr 1989) referenced in Part II, Section I, Page II-1-36.**

**3. Adjusting Payments**

GSAR 552.232-78 - Adjusting Payments (May 1989)

- (a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- (b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contract accepts the deductions proposed.
- (c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

(End of clause)

4. **Final Payment**

GSAR 552.232-79 - Final Payment (Apr 1986)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15) a release may also be required of the assignee.

(End of clause)

5. **Application of Criteria for Deductions**

A. **Deductions for Failure to Provide Supervisory and Productive Man-Hours**

The COR will compare the man-hours reported by the Contractor with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. These reports will be the basis for computing man-deductions. In the event the Contractor reports more hours than are reflected on the GSA Form 139, or other approved sign-in/sign-out form, the GSA Form 139 will prevail. For example: If the weekly report of the Contractor indicates that an employee worked eight (8) hours and the GSA Form 139 show that employee as having been in the building five (5) hours, the five (5) hours will prevail and a deduction will be taken for the three (3) hours not furnished.

1. **Deductions for Failure to Provide Supervisory Man-Hours**

In the event the Contractor, for any reason whatsoever, fails to provide manpower specified for supervision, deductions will be made at the rate indicated on the Criteria for Deductions (Figure G-1), or the contract rate, whichever is greater. Deductions will be made in quarter hour increments.



2. **Deductions for Failure to Provide Productive Man-Hours**

In the event the Contractor, for any reason whatsoever, fails to provide manpower specified for productive labor, deductions will be made at the rate indicated on the Criteria for Deductions (Figure G-1), or the contract rate, whichever is greater. Deductions will be made in quarter hour increments.

B. **Deductions for Failure to Provide Operable Vehicle**

In the event the Contractor fails to provide vehicle(s) or the vehicle(s) provided are inoperable for any period of time, deductions will be made in accordance with the Criteria for Deductions (Figure G-1) at the actual cost incurred by the Government or the contract rate, whichever is greater. Deductions will be made at the rate per day when partial days are involved.

C. **Deductions for Failure to Provide Equipment, Materials, and Uniforms**

In the event the Contractor fails to provide uniforms or equipment required, the Contracting Officer will make an equitable adjustment in the contract price for the period of deficient performance. In determining the amount of the adjustment, the Contracting Officer 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.

D. **Deficient Performance**

In the event a contract guard 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 to be corrected with such time as the COR or his designee(s) deems reasonable. If the Contractor does not correct the deficiency within the specified time, a Federal Protective Officer or other Government employee will assume the duties of the contract guard until such time as the Contractor corrects the deficiency. If the same deficiency reoccurs

with respect to the same contract guard after the period for curing the deficiency has expired a Federal Protective Officer or other Government employee will immediately assume the duties of the contract guard until such time the Contractor corrects the deficiency. Deductions will be made at the rates specified in items 1 and 2 of Figure G-1 or the contract rate whichever is greater, for all hours supplied by Government employees as a result of the Contractor's failure to provide satisfactory service.

Section E, paragraph 2, Government Inspection of Services, outlines the procedures followed whenever deficient performance is found. The Government plans to exercise its rights under FAR 52.246-4, Inspection of Services - Fixed Price (Aug 1996) for adjusting payment to reduce the value of services received.

If upon a reinspection the Contractor has failed to correct the deficiency within the specified time frame, liquidated damages will be assessed for the follow-up inspection and any additional inspections required until the problem has been corrected. (See FAR Clause 52.211-11, Liquidated Damages - Supplies, Services, or Research and Development, as referenced in Part I, Section F.)

6. **Suspension of Work**

In the event services are not provided or not required by the Government (due to the fact that the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, etc.) deductions will be computed as follows:

**The deduction will be equal to the number of reduced man-hours multiplied by the applicable contract "per hour" rate.**

***NOTE: Deductions will not be assessed on those days for which services are not required by the Government because the building(s) is closed due to unanticipated holidays declared by the President, PROVIDED, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.***

FIGURE G-1  
DEDUCTIONS TABLE

| DEFICIENCY  | FIRST YEAR   | SECOND YEAR  | THIRD YEAR   | FOURTH YEAR  | FIFTH YEAR   |
|---|--|--------------|--------------|--------------|--------------|
| 1. Failure to provide required productive hours.                  | \$20.08 p/hr   | \$20.88 p/hr | \$21.71 p/hr | \$22.58 p/hr | \$23.48 p/hr |
| 2. Failure to provide required supervisory hours.                 | \$29.73 p/hr   | \$30.91 p/hr | \$32.15 p/hr | \$33.44 p/hr | \$34.77 p/hr |
| 3. Reduced value for non-weapons where armed guards are required. | Each hour on duty will be assessed based on the difference in the Wage Determination Notice between Class II and Class I guards (i.e., \$4.95 per hour). |              |              |              |              |

\*The assessment cannot exceed the hourly rate stipulated in the terms of the original bid price accepted by the Government, to be increased or decreased only subsequent to multi-year option price changes, if applicable.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### 1. Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all permits and licenses, and for complying with all applicable Federal, State, and local laws.

#### NOTE:

1. *The successful bidder/offeror must obtain all New York State and City permits and licenses necessary to provide Guard Service in New York City prior to award of the contract.*
2. *The Contractor will be found to be nonresponsible if the Contractor does not have such licenses PRIOR TO CONTRACT AWARD.*

### 2. Contract Guard Certification

Prior to commencement of work under this contract, the Contractor shall furnish the COR two (2) photographs, one inch square, with the employee's name and Social Security Number printed on the back of both photographs. The photograph shall show, as a minimum, the head and shoulders of the employee and shall be no more than one-year-old. The COR will furnish the Contractor with a hand receipt, GSA Form 1025, indicating the block of serial numbers for the GSA Form 3527, Contract Guard Qualification Certificate, to be issued for all certified employees who shall sign the blank form and return it with the two (2) photographs (see Exhibit 12). No guard or supervisor may work under this contract without a certification card. The Contractor shall have all required, current, certification credentials in the employee's possession at all times while on the premises being protected. The Contractor must return to GSA an employee's certification card within five (5) days of either the termination of the guard's employment, the guard's removal from GSA protection contracts, or the expiration of the card. Within five (5) days of the end of this contract, the Contractor shall return to GSA all blank cards and all completed cards for guards who will not continue to work under GSA contracts. Possession of a certification does not waive any other requirement nor does it indicate that the guard meets any other requirement. The GSA Form 3527 cards will be renewed annually if necessary to update certifications.

3. **Recording Presence**

Each contract employee shall sign-in when reporting for duty and sign-out when leaving at the end of the work day. The Record of Time of Arrival and Departure, GSA Form 139 or other approved sign-in/sign-out form or call-in log, shall be utilized as specified by the COR. The sign-in and sign-out location shall be designated by the COR. Entries made for arrival and departure shall be countersigned by an authorized Contractor's representative.

4. **Identification/Building Pass**

- A. Prior to commencement of work under this contract, the Contractor shall see that every employee has a GSA Contractor Identification/Building Pass (GSA Form 277) before the employee reports for duty on this contract. GSA personnel designated by the COR shall furnish and fill out these passes using GSA Form 15 - Night, Weekend and Holiday Pass. The Contractor and the COR shall sign each pass issued. All passes must contain an expiration date.
- B. When a controlled personnel identification system is used by a tenant agency at a site to which the contract employee is assigned for duty, the tenant agency will provide the guard with the necessary Government identification.
- C. The Contractor shall ensure that all Government passes/identifications are returned to either the COR or the issuing agency when employees are dismissed, terminated or upon expiration of the contract.

5. **Reporting Man-Hours Provided**

- A. The Contractor shall submit to the COR, at the end of each week, and in addition, on the last work day of the month, GSA Form 3430, Building Service Contractor Work Report, documenting the hours worked by each productive and supervisory employee by post locations.
- B. This report shall be certified by the Contractor as to its accuracy. The Contractor's on-site contract manager or supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
- C. This report will be used by the Government to verify compliance with the man-hour requirements of the contract and will be the basis for verification and approval for invoice payment.

6. **Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each guard is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor.

7. **Removal from Duty**

A. The Government may also request the Contractor to immediately remove any employee(s) from the worksite(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor must comply with these requests and provide replacement personnel immediately. Disciplinary actions resulting from nonperformance or malperformance must be handled by the Contractor as stated in paragraph 5, above. The Government retains the right, however, to permanently remove any employee from performing duties under this contract should the employee's performance so warrant. For clarification, a determination that an employee is unfit may be made for, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Violation of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3.
2. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksite.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.

5. Theft, vandalism, immoral conduct, or any other criminal actions.
  6. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effect; failure to pass drug screening test.
  7. Improper use of official authority or credentials.
  8. Unauthorized use of communications equipment or Government property.
  9. Misuse of weapon(s).
  10. Violation of security procedures or regulations or regulations.
- B. The COR will make all determinations regarding the removal of any employee(s) from the worksite(s). In the event of a dispute, the CO will make the final decision. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

**SERVICE CONTRACT ACT OF 1965, AS AMENDED  
AND  
STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

**52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.)

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c)

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or

General Services Administration

the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the

GSA Form 2166 (REV 5-89)Page 1

II-I-1

U. 062



currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe

benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division,

Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act--
- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and

written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525)

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to

the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY IT IS NOT A WAGE DETERMINATION

| Employee Class | Monetary Wage - Fringe Benefits |
|----------------|---------------------------------|
| SEE PAGE 66    |                                 |
|                |                                 |
|                |                                 |
|                |                                 |

**STATEMENT OF WAGES RATES AND FRINGE BENEFITS**

**COMPARABLE RATES:** [Reference - GSA Form 2166 (Page II-I-1 through II-I-4)]

The Service Contract Act, amended, requires the contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the General Services Administration, be paid not less than the following:

| EMPLOYEE CLASS               | HOURLY MONETARY WAGE | % OF BASIC HOURLY AS FRINGE BENEFITS |
|------------------------------|----------------------|--------------------------------------|
| Guard (Supervisor) (GS 11/2) | \$19.34              | Retirement 20.4%                     |
| Guard (Productive) (GS 7/2)  | \$13.07              | Health & Life Insurance 3.7%         |
|                              |                      | Workmen's Comp 1.9%                  |
|                              |                      | Medicare 1.3%                        |

**SICK LEAVE REQUIRED BY LAW:**

13 Days of Sick Leave Per Year

**PAID HOLIDAYS PROVIDED:**

|                               |                  |                  |
|-------------------------------|------------------|------------------|
| New Year's Day                | Independence Day | Veterans Day     |
| Washington's Birthday         | Labor Day        | Thanksgiving Day |
| Memorial Day                  | Columbus Day     | Christmas Day    |
| Martin Luther King's Birthday |                  |                  |

**VACATIONS OR PAID LEAVE AS PROVIDED:**

- 1 Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
- 2 Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
- 3 Four (4) hours of annual leave for each week for an employee with fifteen (15) or more years of service.

**WAGE DETERMINATION:**

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bids/Request for Proposals must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination Numbers 94-2375 (Revision 6) dated 6/1/97, and 94-2376 (Revision 4) dated 5/21/97 (see Pages II-I-7 through II-J-26). This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR, Part 4.

The U.S. Department of Labor (DOL) Wage Determinations provided in this solicitation apply to the contract lines referenced in Part I, Section B, Supplies or Services and Prices/Costs (pages I-B-1 through I-B-3)

In addition to wage determinations 94-2376 and 94-2375, a copy of the Collective Bargaining Agreement between FJC Security Services, Inc., an incumbent contractor for several of the service locations covered by this contract, and Allied International Union is provided at pages II-I-27 through II-I-50.

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

Alan L. Moss, Director  
Division of Wage Determinations

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

Wage Determination No.: 94-2376  
Revision No.: 4  
Date of Last Revision: 05/21/1997

State(s): New York

Area: NEW YORK COUNTIES OF BRONX, KINGS, NEW YORK, PUTNAM, QUEENS,  
RICHMOND, ROCKLAND, WESTCHESTER.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

| OCCUPATION CODE AND TITLE                     | MINIMUM HOURLY WAGE |
|---|---------------------|
| <b>ADMINISTRATIVE SUPPORT AND CLERICAL:</b>   |                     |
| 01011 Accounting Clerk I                      | \$ 9.87             |
| 01012 Accounting Clerk II                     | \$ 12.31            |
| 01013 Accounting Clerk III                    | \$ 13.68            |
| 01014 Accounting Clerk IV                     | \$ 14.88            |
| 01030 Court Reporter                          | \$ 14.81            |
| 01050 Dispatcher, Motor Vehicle               | \$ 14.81            |
| 01060 Document Preparation Clerk              | \$ 12.06            |
| 01070 Messenger (Courier)                     | \$ 14.33            |
| 01090 Duplicating Machine Operator            | \$ 12.06            |
| 01110 Film/Tape Librarian                     | \$ 13.81            |
| 01115 General Clerk I                         | \$ 9.14             |
| 01116 General Clerk II                        | \$ 10.28            |
| 01117 General Clerk III                       | \$ 12.06            |
| 01118 General Clerk IV                        | \$ 12.80            |
| 01120 Housing Referral Assistant              | \$ 16.71            |
| 01131 Key Entry Operator I                    | \$ 11.68            |
| 01132 Key Entry Operator II                   | \$ 12.50            |
| 01191 Order Clerk I                           | \$ 9.87             |
| 01192 Order Clerk II                          | \$ 12.31            |
| 01261 Personnel Assistant<br>(Employment) I   | \$ 10.77            |
| 01262 Personnel Assistant<br>(Employment) II  | \$ 12.10            |
| 01263 Personnel Assistant<br>(Employment) III | \$ 13.98            |
| 01264 Personnel Assistant<br>(Employment) IV  | \$ 15.12            |
| 01270 Production Control Clerk                | \$ 16.71            |
| 01290 Rental Clerk                            | \$ 13.81            |
| 01300 Scheduler, Maintenance                  | \$ 13.81            |
| 01311 Secretary I                             | \$ 13.81            |
| 01312 Secretary II                            | \$ 14.81            |
| 01313 Secretary III                           | \$ 16.71            |
| 01314 Secretary IV                            | \$ 19.67            |
| 01315 Secretary                               | \$ 22.99            |
| 01320 Service (Motor Vehicle) Dispatcher      | \$ 13.58            |
| 01341 Stenographer I                          | \$ 12.29            |
| 01342 Stenographer II                         | \$ 13.81            |
| 01400 Supply Technician                       | \$ 19.32            |

|   |          |
|---|----------|
| 01420 Survey Worker (Interviewer)           | \$ 14.81 |
| 01460 Switchboard Operator-<br>Receptionist | \$ 11.54 |
| 01510 Test Examiner                         | \$ 14.81 |
| 01520 Test Proctor                          | \$ 14.81 |
| 01531 Travel Clerk I                        | \$ 9.44  |
| 01532 Travel Clerk II                       | \$ 10.23 |
| 01533 Travel Clerk III                      | \$ 11.10 |
| 01611 Word Processor I                      | \$ 11.34 |
| 01612 Word Processor II                     | \$ 13.95 |
| 01613 Word Processor III                    | \$ 17.16 |

**AUTOMATIC DATA PROCESSING:**

|                                       |          |
|---------------------------------------|----------|
| 03010 Computer Data Librarian         | \$ 13.39 |
| 03041 Computer Operator I             | \$ 12.60 |
| 03042 Computer Operator II            | \$ 14.09 |
| 03043 Computer Operator III           | \$ 17.44 |
| 03044 Computer Operator IV            | \$ 20.22 |
| 03045 Computer Operator V             | \$ 22.40 |
| 03071 Computer Programmer I 1/        | \$ 15.38 |
| 03072 Computer Programmer II 1/       | \$ 18.79 |
| 03073 Computer Programmer III 1/      | \$ 24.54 |
| 03074 Computer Programmer IV 1/       | \$ 26.43 |
| 03101 Computer Systems Analyst I 1/   | \$ 21.41 |
| 03102 Computer Systems Analyst II 1/  | \$ 26.70 |
| 03103 Computer Systems Analyst III 1/ | \$ 27.62 |
| 03160 Peripheral Equipment Operator   | \$ 12.87 |

**AUTOMOTIVE SERVICE:**

|   |          |
|---|----------|
| 05005 Automobile Body Repairer,<br>Fiberglass | \$ 20.22 |
| 05010 Automotive Glass Installer              | \$ 18.65 |
| 05040 Automotive Worker                       | \$ 18.65 |
| 05070 Electrician, Automotive                 | \$ 19.45 |
| 05100 Mobile Equipment Servicer               | \$ 17.13 |
| 05130 Motor Equipment Metal Mechanic          | \$ 20.22 |
| 05160 Motor Equipment Metal Worker            | \$ 18.65 |
| 05190 Motor Vehicle Mechanic                  | \$ 18.70 |
| 05220 Motor Vehicle Mechanic Helper           | \$ 16.33 |
| 05250 Motor Vehicle Upholstery<br>Worker      | \$ 17.88 |
| 05280 Motor Vehicle Wrecker                   | \$ 18.65 |
| 05310 Painter, Automotive                     | \$ 19.45 |
| 05340 Radiator Repair Specialist              | \$ 18.65 |
| 05370 Tire Repairer                           | \$ 17.13 |
| 05400 Transmission Repair Specialist          | \$ 20.22 |

**FOOD PREPARATION AND SERVICE:**

|   |          |
|---|----------|
| 07010 Baker                                     | \$ 17.43 |
| 07041 Cook I                                    | \$ 16.01 |
| 07042 Cook II                                   | \$ 17.43 |
| 07070 Dishwasher                                | \$ 13.08 |
| 07100 Food Service Worker<br>(Cafeteria Worker) | \$ 13.08 |
| 07130 Meat Cutter                               | \$ 17.43 |
| 07250 Waiter/Waitress                           | \$ 13.82 |

**FURNITURE MAINTENANCE AND REPAIR:**

|                                   |          |
|-----------------------------------|----------|
| 09010 Electrostatic Spray Painter | \$ 19.45 |
| 09040 Furniture Handler           | \$ 14.78 |
| 09070 Furniture Refinisher        | \$ 19.45 |
| 09100 Furniture Refinisher Helper | \$ 16.33 |
| 09110 Furniture Repairer, Minor   | \$ 17.88 |
| 09130 Upholsterer                 | \$ 19.45 |

**GENERAL SERVICES AND SUPPORT:**

|                                    |          |
|------------------------------------|----------|
| 11030 Cleaner, Vehicles            | \$ 13.08 |
| 11060 Elevator Operator            | \$ 13.08 |
| 11090 Gardener                     | \$ 16.01 |
| 11121 Housekeeping Aide I          | \$ 12.24 |
| 11122 Housekeeping Aide II         | \$ 13.08 |
| 11150 Janitor 2/                   | \$ 13.08 |
| 11210 Laborer, Grounds Maintenance | \$ 13.82 |
| 11240 Maid or Houseman             | \$ 12.24 |
| 11270 Pest Controller 3/           | \$ 16.71 |
| 11300 Refuse Collector 4/          | \$ 13.08 |
| 11330 Tractor Operator             | \$ 15.27 |
| 11360 Window Cleaner               | \$ 13.82 |

**HEALTH:**

|   |          |
|---|----------|
| 12020 Dental Assistant  | \$ 9.65  |
| 12040 Emergency Medical Technician/<br>Paramedic Ambulance Driver | \$ 13.31 |
| 12071 Licensed Practical Nurse I                                  | \$ 13.95 |
| 12072 Licensed Practical Nurse II                                 | \$ 15.68 |
| 12073 Licensed Practical Nurse III                                | \$ 17.53 |
| 12100 Medical Assistant   | \$ 8.63  |
| 12130 Medical Laboratory Technician                               | \$ 8.63  |
| 12160 Medical Record Clerk  | \$ 8.63  |
| 12190 Medical Record Technician                                   | \$ 11.95 |
| 12221 Nursing Assistant I   | \$ 6.67  |
| 12222 Nursing Assistant II  | \$ 11.54 |
| 12223 Nursing Assistant III                                       | \$ 12.59 |
| 12224 Nursing Assistant IV  | \$ 14.15 |
| 12250 Pharmacy Technician   | \$ 10.76 |
| 12280 Phlebotomist  | \$ 8.63  |
| 12311 Registered Nurse I  | \$ 18.88 |
| 12312 Registered Nurse II   | \$ 25.25 |
| 12313 Registered Nurse II,<br>Specialist                          | \$ 25.25 |
| 12314 Registered Nurse III  | \$ 24.79 |
| 12315 Registered Nurse III,<br>Anesthetist                        | \$ 24.79 |
| 12316 Registered Nurse IV   | \$ 29.71 |

**INFORMATION AND ARTS:**

|                               |          |
|-------------------------------|----------|
| 13002 Audiovisual Librarian   | \$ 19.67 |
| 13011 Exhibits Specialist I   | \$ 15.99 |
| 13012 Exhibits Specialist II  | \$ 16.98 |
| 13013 Exhibits Specialist III | \$ 19.16 |
| 13041 Illustrator I           | \$ 15.99 |
| 13042 Illustrator II          | \$ 16.98 |
| 13043 Illustrator III         | \$ 19.16 |
| 13047 Librarian               | \$ 22.99 |



|                          |          |
|--------------------------|----------|
| 13050 Library Technician | \$ 14.81 |
| 13071 Photographer I     | \$ 13.36 |
| 13072 Photographer II    | \$ 15.99 |
| 13073 Photographer III   | \$ 16.98 |
| 13074 Photographer IV    | \$ 19.16 |
| 13075 Photographer V     | \$ 23.17 |

**LAUNDRY, DRY CLEANING, PRESSING:**

|   |          |
|---|----------|
| 15010 Assembler                                     | \$ 6.87  |
| 15030 Counter Attendant                             | \$ 6.87  |
| 15040 Dry Cleaner                                   | \$ 8.73  |
| 15070 Finisher, Flatwork, Machine                   | \$ 6.87  |
| 15090 Presser, Hand                                 | \$ 6.87  |
| 15100 Presser, Machine, Dry Cleaning                | \$ 6.87  |
| 15130 Presser, Machine, Shirts                      | \$ 6.87  |
| 15160 Presser, Machine, Wearing<br>Apparel, Laundry | \$ 6.87  |
| 15190 Sewing Machine Operator                       | \$ 9.37  |
| 15220 Tailor  | \$ 10.06 |
| 15250 Washer, Machine                               | \$ 7.57  |

**MACHINE TOOL OPERATION AND REPAIR:**

|   |          |
|---|----------|
| 19010 Machine-tool Operator<br>(Toolroom) | \$ 19.45 |
| 19040 Tool and Die Maker                  | \$ 22.56 |

**MATERIALS HANDLING AND PACKING:**

|   |          |
|---|----------|
| 21010 Fuel Distribution System<br>Operator              | \$ 17.13 |
| 21020 Material Coordinator                              | \$ 13.59 |
| 21030 Material Expediter                                | \$ 13.59 |
| 21040 Material Handling Laborer                         | \$ 13.28 |
| 21050 Order Filler                                      | \$ 13.68 |
| 21071 Forklift Operator                                 | \$ 13.64 |
| 21080 Production Line Worker<br>(Food Processing)       | \$ 12.41 |
| 21100 Shipping/Receiving Clerk                          | \$ 11.83 |
| 21130 Shipping Packer                                   | \$ 11.83 |
| 21140 Store Worker I                                    | \$ 10.58 |
| 21150 Stock Clerk ( Shelf Stocker;<br>Store Worker II ) | \$ 11.84 |
| 21210 Tools and Parts Attendant                         | \$ 15.85 |
| 21400 Warehouse Specialist                              | \$ 12.41 |

**MECHANICS AND MAINTENANCE AND REPAIR:**

|   |          |
|---|----------|
| 23010 Aircraft Mechanic                     | \$ 20.22 |
| 23040 Aircraft Mechanic Helper              | \$ 16.33 |
| 23050 Aircraft Quality Control<br>Inspector | \$ 21.00 |
| 23060 Aircraft Servicer                     | \$ 17.88 |
| 23070 Aircraft Worker                       | \$ 18.65 |
| 23100 Appliance Mechanic                    | \$ 19.45 |
| 23120 Bicycle Repairer                      | \$ 17.13 |
| 23125 Cable Splicer                         | \$ 20.22 |
| 23130 Carpenter, Maintenance                | \$ 19.45 |
| 23140 Carpet Layer                          | \$ 18.65 |
| 23160 Electrician, Maintenance              | \$ 21.45 |

|   |          |
|---|----------|
| 23181 Electronics Technician,<br>Maintenance I                | \$ 14.17 |
| 23182 Electronics Technician,<br>Maintenance II               | \$ 19.45 |
| 23183 Electronics Technician,<br>Maintenance III              | \$ 20.76 |
| 23260 Fabric Worker   | \$ 17.88 |
| 23290 Fire Alarm System Mechanic                              | \$ 20.22 |
| 23310 Fire Extinguisher Repairer                              | \$ 17.13 |
| 23340 Fuel Distribution System<br>Mechanic                    | \$ 20.22 |
| 23370 General Maintenance Worker                              | \$ 16.86 |
| 23400 Heating, Refrigeration and Air<br>Conditioning Mechanic | \$ 20.22 |
| 23430 Heavy Equipment Mechanic                                | \$ 20.22 |
| 23440 Heavy Equipment Operator                                | \$ 20.22 |
| 23460 Instrument Mechanic                                     | \$ 20.22 |
| 23470 Laborer   | \$ 13.58 |
| 23500 Locksmith   | \$ 19.62 |
| 23530 Machinery Maintenance Mechanic                          | \$ 17.13 |
| 23550 Machinist, Maintenance                                  | \$ 20.11 |
| 23580 Maintenance Trades Helper                               | \$ 16.33 |
| 23640 Millwright  | \$ 20.22 |
| 23700 Office Appliance Repairer                               | \$ 19.45 |
| 23740 Painter, Aircraft                                       | \$ 19.45 |
| 23760 Painter, Maintenance                                    | \$ 19.45 |
| 23790 Pipefitter, Maintenance                                 | \$ 21.72 |
| 23800 Plumber, Maintenance                                    | \$ 19.45 |
| 23820 Pneudraulic Systems Mechanic                            | \$ 20.22 |
| 23850 Rigger  | \$ 20.22 |
| 23870 Scale Mechanic  | \$ 18.65 |
| 23890 Sheet-Metal Worker,<br>Maintenance                      | \$ 20.22 |
| 23910 Small Engine Mechanic                                   | \$ 18.65 |
| 23930 Telecommunications Mechanic I                           | \$ 20.22 |
| 23931 Telecommunications Mechanic II                          | \$ 21.00 |
| 23950 Telephone Lineman                                       | \$ 20.22 |
| 23960 Welder, Combination,<br>Maintenance                     | \$ 20.22 |
| 23965 Well Driller  | \$ 20.22 |
| 23970 Woodcraft Worker  | \$ 20.22 |
| 23980 Woodworker  | \$ 17.13 |

## PERSONAL NEEDS:

|                               |          |
|-------------------------------|----------|
| 24570 Child Care Attendant    | \$ 12.97 |
| 24580 Child Care Center Clerk | \$ 16.17 |
| 24600 Chore Aide              | \$ 12.24 |
| 24630 Homemaker               | \$ 17.96 |

## PLANT AND SYSTEM OPERATION:

|                                      |          |
|--------------------------------------|----------|
| 25010 Boiler Tender                  | \$ 20.22 |
| 25040 Sewage Plant Operator          | \$ 19.45 |
| 25070 Stationary Engineer            | \$ 20.22 |
| 25190 Ventilation Equipment Tender   | \$ 16.33 |
| 25210 Water Treatment Plant Operator | \$ 19.45 |

## PROTECTIVE SERVICE:

|                              |          |
|------------------------------|----------|
| 27004 Alarm Monitor          | \$ 13.04 |
| 27010 Court Security Officer | \$ 19.21 |

|                         |          |
|-------------------------|----------|
| 27040 Detention Officer | \$ 19.21 |
| 27070 Firefighter       | \$ 19.98 |
| 27101 Guard I           | \$ 8.09  |
| 27102 Guard II          | \$ 13.04 |
| 27130 Police Officer    | \$ 18.85 |

## STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:

|                          |          |
|--------------------------|----------|
| 28010 Blocker and Bracer | \$ 14.17 |
| 28020 Hatch Tender       | \$ 14.17 |
| 28030 Line Handler       | \$ 14.17 |
| 28040 Stevedore I        | \$ 13.59 |
| 28050 Stevedore II       | \$ 14.78 |

## TECHNICAL:

|  |          |
|--|----------|
| 29010 Air Traffic Control 5/<br>Specialist, Center     | \$ 23.01 |
| 29011 Air Traffic Control 5/<br>Specialist, Station    | \$ 15.87 |
| 29012 Air Traffic Control 5/<br>Specialist, Terminal   | \$ 17.47 |
| 29023 Archeological Technician I                       | \$ 12.26 |
| 29024 Archeological Technician II                      | \$ 13.71 |
| 29025 Archeological Technician III                     | \$ 16.98 |
| 29030 Cartographic Technician                          | \$ 16.98 |
| 29035 Computer Based Training<br>Specialist/Instructor | \$ 21.41 |
| 29040 Civil Engineering Technician                     | \$ 16.98 |
| 29061 Drafter I  | \$ 12.15 |
| 29062 Drafter II                                       | \$ 13.36 |
| 29063 Drafter III                                      | \$ 15.99 |
| 29064 Drafter IV                                       | \$ 19.98 |
| 29081 Engineering Technician I                         | \$ 12.15 |
| 29082 Engineering Technician II                        | \$ 13.36 |
| 29083 Engineering Technician III                       | \$ 15.99 |
| 29084 Engineering Technician IV                        | \$ 16.98 |
| 29085 Engineering Technician V                         | \$ 19.16 |
| 29086 Engineering Technician VI                        | \$ 23.17 |
| 29090 Environmental Technician                         | \$ 19.53 |
| 29100 Flight Simulator/Instructor<br>(Pilot)           | \$ 26.70 |
| 29150 Graphic Artist                                   | \$ 21.41 |
| 29160 Instructor                                       | \$ 21.41 |
| 29210 Laboratory Technician                            | \$ 17.44 |
| 29240 Mathematical Technician                          | \$ 16.98 |
| 29361 Paralegal/Legal Assistant I                      | \$ 14.81 |
| 29362 Paralegal/Legal Assistant II                     | \$ 19.23 |
| 29363 Paralegal/Legal Assistant III                    | \$ 23.52 |
| 29364 Paralegal/Legal Assistant IV                     | \$ 28.46 |
| 29390 Photooptics Technician                           | \$ 16.98 |
| 29480 Technical Writer                                 | \$ 23.69 |
| 29491 Unexploded Ordnance<br>Technician I              | \$ 14.62 |
| 29492 Unexploded Ordnance<br>Technician II             | \$ 17.69 |
| 29493 Unexploded Ordnance<br>Technician III            | \$ 21.20 |
| 29494 Unexploded Safety Escort                         | \$ 21.20 |
| 29495 Unexploded Sweep Personnel                       | \$ 14.62 |
| 29620 Weather Observer, Senior 6/                      | \$ 19.37 |

|   |          |
|---|----------|
| 29621 Weather Observer, Combined 6/<br>Upper Air and Surface Programs | \$ 17.44 |
| 29622 Weather Observer, Upper Air 6/                                  | \$ 17.44 |

**TRANSPORTATION/MOBILE EQUIPMENT  
OPERATION:**

|                                    |          |
|------------------------------------|----------|
| 31030 Bus Driver                   | \$ 15.55 |
| 31260 Parking and Lot Attendant    | \$ 10.60 |
| 31290 Shuttle Bus Driver           | \$ 12.97 |
| 31300 Taxi Driver                  | \$ 14.33 |
| 31361 Truckdriver, Light Truck     | \$ 12.97 |
| 31362 Truckdriver, Medium Truck    | \$ 15.55 |
| 31363 Truckdriver, Heavy Truck     | \$ 18.09 |
| 36364 Truckdriver, Tractor-Trailer | \$ 18.09 |

**MISCELLANEOUS:**

|   |          |
|---|----------|
| 99020 Animal Caretaker  | \$ 14.56 |
| 99030 Cashier   | \$ 10.58 |
| 99041 Carnival Equipment Operator                                   | \$ 15.27 |
| 99042 Carnival Equipment Repairer                                   | \$ 16.01 |
| 99043 Carnival Worker   | \$ 13.08 |
| 99050 Desk Clerk  | \$ 12.97 |
| 99095 Embalmer  | \$ 17.42 |
| 99300 Lifeguard   | \$ 11.54 |
| 99310 Mortician   | \$ 17.42 |
| 99350 Park Attendant (Aide)   | \$ 14.50 |
| 99400 Photofinishing Worker ( Photo<br>Lab / Dark Room Technician ) | \$ 11.54 |
| 99500 Recreation Specialist   | \$ 17.96 |
| 99510 Recycling Worker  | \$ 15.27 |
| 99610 Sales Clerk   | \$ 11.54 |
| 99620 School Crossing Guard (Cross-<br>walk Attendant)              | \$ 13.08 |
| 99630 Sports Official   | \$ 11.54 |
| 99658 Survey Party Chief  | \$ 17.02 |
| 99659 Surveying Technician  | \$ 15.27 |
| 99660 Surveying Aide  | \$ 11.14 |
| 99690 Swimming Pool Operator  | \$ 17.43 |
| 99720 Vending Machine Attendant                                     | \$ 11.02 |
| 99730 Vending Machine Repairer                                      | \$ 14.82 |
| 99740 Vending Machine Repairer<br>Helper                            | \$ 11.97 |

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

**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 \$2.56 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; 4 weeks after 10 years; 5 weeks after 20 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. 4.173)

HOLIDAYS: 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)

- 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 29 CFR 4.156)
- 2/ The wage rate applies to Putnam, Rockland, and Westchester counties only.
- 3/ The wage rate applies to Putnam and Rockland counties only.
- 4/ The wage rate applies to Rockland county only.
- 5/ 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.
- 6/ APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a 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).

**\*\* 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 \$4.25 per week (or \$.85 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 Titles 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 Second Supplement, dated August 1995, 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade

equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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

*William W. Gross*  
William W. Gross Division of  
Director Wage Determinations

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

Wage Determination No.: 94-2575  
Revision No.: 5  
Date of Last Revision: 06/01/97

State(s): New York

Area: NEW YORK COUNTIES OF BRONX, KINGS, NEW YORK, PUTNAM, QUEENS,  
RICHMOND, ROCKLAND, WESTCHESTER.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

| OCCUPATION CODE AND TITLE                     | MINIMUM HOURLY WAGE |
|---|---------------------|
| <b>ADMINISTRATIVE SUPPORT AND CLERICAL:</b>   |                     |
| 01011 Accounting Clerk I                      | \$ 9.87             |
| 01012 Accounting Clerk II                     | \$ 12.31            |
| 01013 Accounting Clerk III                    | \$ 13.68            |
| 01014 Accounting Clerk IV                     | \$ 14.88            |
| 01030 Court Reporter                          | \$ 14.81            |
| 01050 Dispatcher, Motor Vehicle               | \$ 14.81            |
| 01060 Document Preparation Clerk              | \$ 12.06            |
| 01070 Messenger (Courier)                     | \$ 14.33            |
| 01090 Duplicating Machine Operator            | \$ 12.06            |
| 01110 Film/Tape Librarian                     | \$ 13.81            |
| 01115 General Clerk I                         | \$ 9.14             |
| 01116 General Clerk II                        | \$ 10.28            |
| 01117 General Clerk III                       | \$ 12.06            |
| 01118 General Clerk IV                        | \$ 12.80            |
| 01120 Housing Referral Assistant              | \$ 16.71            |
| 01131 Key Entry Operator I                    | \$ 11.68            |
| 01132 Key Entry Operator II                   | \$ 12.50            |
| 01191 Order Clerk I                           | \$ 9.87             |
| 01192 Order Clerk II                          | \$ 12.31            |
| 01261 Personnel Assistant<br>(Employment) I   | \$ 10.77            |
| 01262 Personnel Assistant<br>(Employment) II  | \$ 12.10            |
| 01263 Personnel Assistant<br>(Employment) III | \$ 13.98            |
| 01264 Personnel Assistant<br>(Employment) IV  | \$ 15.12            |
| 01270 Production Control Clerk                | \$ 16.71            |
| 01290 Rental Clerk                            | \$ 13.81            |
| 01300 Scheduler, Maintenance                  | \$ 13.81            |
| 01311 Secretary I                             | \$ 13.81            |
| 01312 Secretary II                            | \$ 14.91            |
| 01313 Secretary III                           | \$ 16.01            |
| 01314 Secretary IV                            | \$ 17.11            |
| 01315 Secretary V                             | \$ 18.21            |
| 01320 Service Order Dispatcher                | \$ 15.58            |
| 01341 Stenographer I                          | \$ 12.29            |
| 01342 Stenographer II                         | \$ 13.81            |
| 01400 Supply Technician                       | \$ 19.32            |



|   |          |
|---|----------|
| 01420 Survey Worker (Interviewer)       | \$ 14.81 |
| 01460 Switchboard Operator-Receptionist | \$ 11.54 |
| 01510 Test Examiner                     | \$ 14.81 |
| 01520 Test Proctor                      | \$ 14.81 |
| 01531 Travel Clerk I                    | \$ 9.44  |
| 01532 Travel Clerk II                   | \$ 10.23 |
| 01533 Travel Clerk III                  | \$ 11.10 |
| 01611 Word Processor I                  | \$ 11.34 |
| 01612 Word Processor II                 | \$ 13.95 |
| 01613 Word Processor III                | \$ 17.16 |

**AUTOMATIC DATA PROCESSING:**

|                                       |          |
|---------------------------------------|----------|
| 03010 Computer Data Librarian         | \$ 13.39 |
| 03041 Computer Operator I             | \$ 12.60 |
| 03042 Computer Operator II            | \$ 14.09 |
| 03043 Computer Operator III           | \$ 17.44 |
| 03044 Computer Operator IV            | \$ 20.22 |
| 03045 Computer Operator V             | \$ 22.40 |
| 03071 Computer Programmer I 1/        | \$ 15.38 |
| 03072 Computer Programmer II 1/       | \$ 18.79 |
| 03073 Computer Programmer III 1/      | \$ 24.54 |
| 03074 Computer Programmer IV 1/       | \$ 26.43 |
| 03101 Computer Systems Analyst I 1/   | \$ 21.41 |
| 03102 Computer Systems Analyst II 1/  | \$ 26.70 |
| 03103 Computer Systems Analyst III 1/ | \$ 27.62 |
| 03160 Peripheral Equipment Operator   | \$ 12.87 |

**AUTOMOTIVE SERVICE:**

|  |          |
|--|----------|
| 05005 Automobile Body Repairer, Fiberglass | \$ 20.22 |
| 05010 Automotive Glass Installer           | \$ 18.65 |
| 05040 Automotive Worker                    | \$ 18.65 |
| 05070 Electrician, Automotive              | \$ 19.45 |
| 05100 Mobile Equipment Servicer            | \$ 17.13 |
| 05130 Motor Equipment Metal Mechanic       | \$ 20.22 |
| 05160 Motor Equipment Metal Worker         | \$ 18.65 |
| 05190 Motor Vehicle Mechanic               | \$ 18.70 |
| 05220 Motor Vehicle Mechanic Helper        | \$ 16.33 |
| 05250 Motor Vehicle Upholstery Worker      | \$ 17.88 |
| 05280 Motor Vehicle Wrecker                | \$ 18.65 |
| 05310 Painter, Automotive                  | \$ 19.45 |
| 05340 Radiator Repair Specialist           | \$ 18.65 |
| 05370 Tire Repairer                        | \$ 17.13 |
| 05400 Transmission Repair Specialist       | \$ 20.22 |

**FOOD PREPARATION AND SERVICE:**

|  |          |
|--|----------|
| 07010 Baker                                  | \$ 17.43 |
| 07041 Cook I                                 | \$ 16.01 |
| 07042 Cook II                                | \$ 17.43 |
| 07070 Dishwasher                             | \$ 13.08 |
| 07100 Food Service Worker (Cafeteria Worker) | \$ 13.08 |
| 07130 Meat Cutter                            | \$ 17.43 |
| 07250 Waiter/Waitress                        | \$ 13.82 |

**FURNITURE MAINTENANCE AND REPAIR:**

|                                   |          |
|-----------------------------------|----------|
| 09010 Electrostatic Spray Painter | \$ 19.45 |
| 09040 Furniture Handler           | \$ 14.78 |
| 09070 Furniture Refinisher        | \$ 19.45 |
| 09100 Furniture Refinisher Helper | \$ 16.33 |
| 09110 Furniture Repairer, Minor   | \$ 17.88 |
| 09130 Upholsterer                 | \$ 19.45 |

**GENERAL SERVICES AND SUPPORT:**

|                                    |          |
|------------------------------------|----------|
| 11030 Cleaner, Vehicles            | \$ 13.08 |
| 11060 Elevator Operator            | \$ 13.08 |
| 11090 Gardener                     | \$ 16.01 |
| 11121 Housekeeping Aide I          | \$ 12.24 |
| 11122 Housekeeping Aide II         | \$ 13.08 |
| 11150 Janitor 2/                   | \$ 13.08 |
| 11210 Laborer, Grounds Maintenance | \$ 13.82 |
| 11240 Maid or Houseman             | \$ 12.24 |
| 11270 Pest Controller 3/           | \$ 16.71 |
| 11300 Refuse Collector 4/          | \$ 13.08 |
| 11330 Tractor Operator             | \$ 15.27 |
| 11360 Window Cleaner               | \$ 13.82 |

**HEALTH:**

|   |          |
|---|----------|
| 12020 Dental Assistant  | \$ 9.65  |
| 12040 Emergency Medical Technician/<br>Paramedic Ambulance Driver | \$ 13.31 |
| 12071 Licensed Practical Nurse I                                  | \$ 13.95 |
| 12072 Licensed Practical Nurse II                                 | \$ 15.68 |
| 12073 Licensed Practical Nurse III                                | \$ 17.53 |
| 12100 Medical Assistant   | \$ 8.63  |
| 12130 Medical Laboratory Technician                               | \$ 8.63  |
| 12160 Medical Record Clerk  | \$ 8.63  |
| 12190 Medical Record Technician                                   | \$ 11.95 |
| 12221 Nursing Assistant I   | \$ 6.67  |
| 12222 Nursing Assistant II  | \$ 11.54 |
| 12223 Nursing Assistant III                                       | \$ 12.59 |
| 12224 Nursing Assistant IV  | \$ 14.15 |
| 12250 Pharmacy Technician   | \$ 10.76 |
| 12280 Phlebotomist  | \$ 8.63  |
| 12311 Registered Nurse I  | \$ 18.88 |
| 12312 Registered Nurse II   | \$ 25.25 |
| 12313 Registered Nurse II,<br>Specialist                          | \$ 25.25 |
| 12314 Registered Nurse III  | \$ 24.79 |
| 12315 Registered Nurse III,<br>Anesthetist                        | \$ 24.79 |
| 12316 Registered Nurse IV   | \$ 29.71 |

**INFORMATION AND ARTS:**

|                               |          |
|-------------------------------|----------|
| 13002 Audiovisual Librarian   | \$ 19.67 |
| 13011 Exhibits Specialist I   | \$ 15.99 |
| 13012 Exhibits Specialist II  | \$ 16.98 |
| 13013 Exhibits Specialist III | \$ 19.16 |
| 13041 Illustrator I           | \$ 15.99 |
| 13042 Illustrator II          | \$ 16.98 |
| 13043 Illustrator III         | \$ 19.16 |

|                          |          |
|--------------------------|----------|
| 13047 Librarian          | \$ 22.99 |
| 13050 Library Technician | \$ 14.81 |
| 13071 Photographer I     | \$ 13.36 |
| 13072 Photographer II    | \$ 15.99 |
| 13073 Photographer III   | \$ 16.98 |
| 13074 Photographer IV    | \$ 19.16 |
| 13075 Photographer V     | \$ 23.17 |

**LAUNDRY, DRY CLEANING, PRESSING:**

|   |          |
|---|----------|
| 15010 Assembler                                     | \$ 6.87  |
| 15030 Counter Attendant                             | \$ 6.87  |
| 15040 Dry Cleaner                                   | \$ 8.73  |
| 15070 Finisher, Flatwork, Machine                   | \$ 6.87  |
| 15090 Presser, Hand                                 | \$ 6.87  |
| 15100 Presser, Machine, Dry Cleaning                | \$ 6.87  |
| 15130 Presser, Machine, Shirts                      | \$ 6.87  |
| 15160 Presser, Machine, Wearing<br>Apparel, Laundry | \$ 6.87  |
| 15190 Sewing Machine Operator                       | \$ 9.37  |
| 15220 Tailor  | \$ 10.06 |
| 15250 Washer, Machine                               | \$ 7.57  |

**MACHINE TOOL OPERATION AND REPAIR:**

|   |          |
|---|----------|
| 19010 Machine-tool Operator<br>(Toolroom) | \$ 19.45 |
| 19040 Tool and Die Maker                  | \$ 22.56 |

**MATERIALS HANDLING AND PACKING:**

|   |          |
|---|----------|
| 21010 Fuel Distribution System<br>Operator              | \$ 17.13 |
| 21020 Material Coordinator                              | \$ 13.59 |
| 21030 Material Expediter                                | \$ 13.59 |
| 21040 Material Handling Laborer                         | \$ 13.28 |
| 21050 Order Filler                                      | \$ 13.68 |
| 21071 Forklift Operator                                 | \$ 13.64 |
| 21080 Production Line Worker<br>(Food Processing)       | \$ 12.41 |
| 21100 Shipping/Receiving Clerk                          | \$ 11.83 |
| 21130 Shipping Packer                                   | \$ 11.83 |
| 21140 Store Worker I                                    | \$ 10.58 |
| 21150 Stock Clerk ( Shelf Stocker;<br>Store Worker II ) | \$ 11.84 |
| 21210 Tools and Parts Attendant                         | \$ 15.85 |
| 21400 Warehouse Specialist                              | \$ 12.41 |

**MECHANICS AND MAINTENANCE AND REPAIR:**

|   |          |
|---|----------|
| 23010 Aircraft Mechanic                     | \$ 20.22 |
| 23040 Aircraft Mechanic Helper              | \$ 16.33 |
| 23050 Aircraft Quality Control<br>Inspector | \$ 21.00 |
| 23060 Aircraft Servicer                     | \$ 17.88 |
| 23070 Aircraft Worker                       | \$ 18.65 |
| 23100 Appliance Mechanic                    | \$ 19.45 |
| 23120 Bicycle Repairer                      | \$ 17.13 |
| 23125 Cable Splicer                         | \$ 20.22 |
| 23130 Carpenter, Maintenance                | \$ 19.45 |
| 23140 Carpet Layer                          | \$ 18.65 |

|   |          |
|---|----------|
| 23160 Electrician, Maintenance                                | \$ 21.45 |
| 23181 Electronics Technician,<br>Maintenance I                | \$ 14.17 |
| 23182 Electronics Technician,<br>Maintenance II               | \$ 19.45 |
| 23183 Electronics Technician,<br>Maintenance III              | \$ 20.76 |
| 23260 Fabric Worker   | \$ 17.88 |
| 23290 Fire Alarm System Mechanic                              | \$ 20.22 |
| 23310 Fire Extinguisher Repairer                              | \$ 17.13 |
| 23340 Fuel Distribution System<br>Mechanic                    | \$ 20.22 |
| 23370 General Maintenance Worker                              | \$ 16.86 |
| 23400 Heating, Refrigeration and Air<br>Conditioning Mechanic | \$ 20.22 |
| 23430 Heavy Equipment Mechanic                                | \$ 20.22 |
| 23440 Heavy Equipment Operator                                | \$ 20.22 |
| 23460 Instrument Mechanic                                     | \$ 20.22 |
| 23470 Laborer   | \$ 13.58 |
| 23500 Locksmith   | \$ 19.62 |
| 23530 Machinery Maintenance Mechanic                          | \$ 17.13 |
| 23550 Machinist, Maintenance                                  | \$ 20.11 |
| 23580 Maintenance Trades Helper                               | \$ 16.33 |
| 23640 Millwright  | \$ 20.22 |
| 23700 Office Appliance Repairer                               | \$ 19.45 |
| 23740 Painter, Aircraft                                       | \$ 19.45 |
| 23760 Painter, Maintenance                                    | \$ 19.45 |
| 23790 Pipefitter, Maintenance                                 | \$ 21.72 |
| 23800 Plumber, Maintenance                                    | \$ 19.45 |
| 23820 Pneudraulic Systems Mechanic                            | \$ 20.22 |
| 23850 Rigger  | \$ 20.22 |
| 23870 Scale Mechanic  | \$ 18.65 |
| 23890 Sheet-metal Worker,<br>Maintenance                      | \$ 20.22 |
| 23910 Small Engine Mechanic                                   | \$ 18.65 |
| 23930 Telecommunications Mechanic I                           | \$ 20.22 |
| 23931 Telecommunications Mechanic II                          | \$ 21.00 |
| 23950 Telephone Lineman                                       | \$ 20.22 |
| 23960 Welder, Combination,<br>Maintenance                     | \$ 20.22 |
| 23965 Well Driller  | \$ 20.22 |
| 23970 Woodcraft Worker  | \$ 20.22 |
| 23980 Woodworker  | \$ 17.13 |

**PERSONAL NEEDS:**

|                               |          |
|-------------------------------|----------|
| 24570 Child Care Attendant    | \$ 12.97 |
| 24580 Child Care Center Clerk | \$ 16.17 |
| 24600 Chore Aide              | \$ 12.24 |
| 24630 Homemaker               | \$ 17.96 |

**PLANT AND SYSTEM OPERATION:**

|                                      |          |
|--------------------------------------|----------|
| 25010 Boiler Tender                  | \$ 20.22 |
| 25040 Sewage Plant Operator          | \$ 19.45 |
| 25070 Stationary Engineer            | \$ 20.22 |
| 25190 Ventilation Equipment Tender   | \$ 16.33 |
| 25210 Water Treatment Plant Operator | \$ 19.45 |

**PROTECTIVE SERVICE:**

|                              |          |
|------------------------------|----------|
| 27004 Alarm Monitor          | \$ 13.04 |
| 27010 Court Security Officer | \$ 19.21 |
| 27040 Detention Officer      | \$ 19.21 |
| 27070 Firefighter            | \$ 19.98 |
| 27101 Guard I                | \$ 8.09  |
| 27102 Guard II               | \$ 13.04 |
| 27130 Police Officer         | \$ 18.85 |

**STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:**

|                          |          |
|--------------------------|----------|
| 28010 Blocker and Bracer | \$ 14.17 |
| 28020 Hatch Tender       | \$ 14.17 |
| 28030 Line Handler       | \$ 14.17 |
| 28040 Stevedore I        | \$ 13.59 |
| 28050 Stevedore II       | \$ 14.78 |

**TECHNICAL:**

|  |          |
|--|----------|
| 29023 Archeological Technician I                       | \$ 12.26 |
| 29024 Archeological Technician II                      | \$ 13.71 |
| 29025 Archeological Technician III                     | \$ 16.98 |
| 29030 Cartographic Technician                          | \$ 16.98 |
| 29035 Computer Based Training<br>Specialist/Instructor | \$ 21.41 |
| 29040 Civil Engineering Technician                     | \$ 16.98 |
| 29061 Drafter I  | \$ 12.15 |
| 29062 Drafter II                                       | \$ 13.36 |
| 29063 Drafter III                                      | \$ 15.99 |
| 29064 Drafter IV                                       | \$ 16.98 |
| 29081 Engineering Technician I                         | \$ 12.15 |
| 29082 Engineering Technician II                        | \$ 13.36 |
| 29083 Engineering Technician III                       | \$ 15.99 |
| 29084 Engineering Technician IV                        | \$ 16.98 |
| 29085 Engineering Technician V                         | \$ 19.16 |
| 29086 Engineering Technician VI                        | \$ 23.17 |
| 29090 Environmental Technician                         | \$ 19.53 |
| 29100 Flight Simulator/Instructor<br>(Pilot)           | \$ 26.70 |
| 29150 Graphic Artist                                   | \$ 21.41 |
| 29160 Instructor                                       | \$ 21.41 |
| 29210 Laboratory Technician                            | \$ 17.44 |
| 29240 Mathematical Technician                          | \$ 16.98 |
| 29361 Paralegal/Legal Assistant I                      | \$ 14.81 |
| 29362 Paralegal/Legal Assistant II                     | \$ 19.23 |
| 29363 Paralegal/Legal Assistant III                    | \$ 23.52 |
| 29364 Paralegal/Legal Assistant IV                     | \$ 28.46 |
| 29390 Photooptics Technician                           | \$ 16.98 |
| 29480 Technical Writer                                 | \$ 23.69 |
| 29491 Unexploded Ordnance<br>Technician I              | \$ 14.62 |
| 29492 Unexploded Ordnance<br>Technician II             | \$ 17.69 |
| 29493 Unexploded Ordnance<br>Technician III            | \$ 21.20 |
| 29494 Unexploded Safety Escort                         | \$ 21.20 |
| 29495 Unexploded Sweep Personnel                       | \$ 14.62 |
| 29620 Weather Observer, Senior 5/                      | \$ 19.37 |

WAGE DETERMINATION NO.: 94-2375 (Rev. 5)      ISSUE DATE: 06/01/97 Page 7 of 10

|   |          |
|---|----------|
| 29621 Weather Observer, Combined 5/<br>Upper Air and Surface Programs | \$ 17.44 |
| 29622 Weather Observer, Upper Air 5/                                  | \$ 17.44 |

**TRANSPORTATION/MOBILE EQUIPMENT  
OPERATION:**

|                                    |          |
|------------------------------------|----------|
| 31030 Bus Driver                   | \$ 15.55 |
| 31260 Parking and Lot Attendant    | \$ 10.60 |
| 31290 Shuttle Bus Driver           | \$ 12.97 |
| 31300 Taxi Driver                  | \$ 14.33 |
| 31361 Truckdriver, Light Truck     | \$ 12.97 |
| 31362 Truckdriver, Medium Truck    | \$ 15.55 |
| 31363 Truckdriver, Heavy Truck     | \$ 18.09 |
| 36364 Truckdriver, Tractor-Trailer | \$ 18.09 |

**MISCELLANEOUS:**

|   |          |
|---|----------|
| 99020 Animal Caretaker  | \$ 14.56 |
| 99030 Cashier   | \$ 10.58 |
| 99041 Carnival Equipment Operator                                   | \$ 15.27 |
| 99042 Carnival Equipment Repairer                                   | \$ 16.01 |
| 99043 Carnival Worker   | \$ 13.08 |
| 99050 Desk Clerk  | \$ 12.97 |
| 99095 Embalmer  | \$ 17.42 |
| 99300 Lifeguard   | \$ 11.54 |
| 99310 Mortician   | \$ 17.42 |
| 99350 Park Attendant (Aide)   | \$ 14.50 |
| 99400 Photofinishing Worker ( Photo<br>Lab / Dark Room Technician ) | \$ 11.54 |
| 99500 Recreation Specialist   | \$ 17.97 |
| 99510 Recycling Worker  | \$ 15.27 |
| 99610 Sales Clerk   | \$ 11.54 |
| 99620 School Crossing Guard (Cross-<br>walk Attendant)              | \$ 13.08 |
| 99630 Sports Official   | \$ 11.54 |
| 99658 Survey Party Chief  | \$ 17.02 |
| 99659 Surveying Technician  | \$ 15.27 |
| 99660 Surveying Aide  | \$ 11.14 |
| 99690 Swimming Pool Operator  | \$ 17.43 |
| 99720 Vending Machine Attendant                                     | \$ 11.02 |
| 99730 Vending Machine Repairer                                      | \$ 14.82 |
| 99740 Vending Machine Repairer<br>Helper                            | \$ 11.97 |

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

**HEALTH & WELFARE:** \$1.16 per hour or \$46.40 per week or \$201.07 per month.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 10 years; 5 weeks after 20 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

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

HOLIDAYS: 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)

- 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 29 CFR 4.156)
- 2/ The wage rate applies to Putnam, Rockland, and Westchester counties only.
- 3/ The wage rate applies to Putnam and Rockland counties only.
- 4/ The wage rate applies to Rockland county only.

- 5/ APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a 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 3am. 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).

**\*\* 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 \$4.25 per week (or \$.85 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 Titles 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 Second Supplement, dated August 1995, 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

AGREEMENT

AGREEMENT, made as of the \_\_\_ day of \_\_\_\_\_, 1996 between FJC Security Services, Inc., having its principal office at 37-10 33rd Street, Long Island City, New York 11101 (hereafter called the "Company") and Allied International Union, with its principal office at 185 Willis Avenue, Mineola, New York 11501 (hereinafter called the "Union").

ARTICLE I  
RECOGNITION

The Company recognizes the Union as the representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for a full-time and regular part-time uniform security guards and sergeants employed by Company at various Government Services Administration locations in Nassau and Suffolk Counties, New York (the "Sites") but excluding all other employees, including without limitation, other security officers, lieutenants, captains and supervisors as defined in the National Labor Relations Act.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The full, sole and exclusive right and authority to administer and/or manage the Company's business, including but not limited to the direction of the work force, the right to plan, direct, expand, reduce and control operation, to hire, to assign, to transfer, to suspend, discipline or discharge for any reason not prohibited by federal or state law to relieve employees from duty because of lack of work or at client's request, the right to introduce any new methods and to make any rules or regulations as may be necessary in the Company's sole discretion for the successful operations of the facility involved herein shall be vested solely in the Company.

**ARTICLE III**  
**UNION SECURITY**

1. All present employees covered by this Agreement shall, upon execution date of this Agreement, become members of the Union and shall thereafter, as a condition of continued employment, maintain their membership in the Union in good standing during the term of this Agreement by tendering the initiation fees and the periodic dues uniformly required as a condition of acquiring and retaining membership in the Union.

2. All new employees covered by this Agreement shall, as a condition of continued employment, become members of the Union on the 30th day following the beginning of such employment, and shall thereafter during the term of this Agreement, as a condition of continued employment, maintain their membership in the Union in good standing by tendering the initiation fees and the periodic dues uniformly required as a condition of acquiring and retaining membership in the Association.

3. Whenever the Union charges that any employee is not a member of the Union in good standing as required by the provisions of this Article, and requests the discharge of such employee, the Company shall be so informed by the Union by certified or registered mail and the Company shall have twenty (20) business days following receipt of such notice within which to investigate the charge and if during said period, the employee shall pay his delinquent dues, the Company shall not be required to discharge such employee.

4. "Good standing", for the purpose of this Agreement, shall mean the payment or tender of periodic dues uniformly required as a condition of retaining membership in the Union.

5. The Union agrees to indemnify, defend and hold the Company harmless from any cost and damage arising from the operation of this Article, including but not limited to, costs of defending claims of wrongful termination, breach of duty of the fair representation, or claims of discrimination.

**ARTICLE IV**  
**UNION VISITATION**

1. A duly authorized representative of the Union shall have reasonable access to the Employer's premises during normal business hours to confer with the Employer or employees as may reasonably be required to administer this Agreement.

2. A duly authorized representative of the Union shall have the right once each year that this Agreement is in force during reasonable business hours to examine the books and records of the Employer as may be necessary to determine if dues have been remitted in accordance with Article V of this Agreement.

**ARTICLE V****DEDUCTION OF UNION DUES**

1. Upon receipt of a written authorization from an employee in the form hereto annexed as Exhibit A, the Company shall, pursuant to such authorization, deduct from the wages due said employee the regular monthly dues as fixed by the Union. The Company shall remit to the Union a check in the amount of the deduction so made by the end of the month after such deduction is made together with a list of names and social security numbers of the employees upon whose wages such deductions were made. Such deductions shall be made in the amount certified in writing by the Union to the Company as the amount of the initiation fee and the current monthly Union dues owed by the employee. Initiation fees shall be deducted in three (3) equal monthly payments after the completion of thirty (30) days of employment.

2. The Union agrees to indemnify, defend and hold the Company harmless from any cost or damages arising from the operation of this Article, including but not limited to, costs of defending claims of wrongful termination, breach of the duty of fair representation, claims of discrimination or damages arising therefrom.



**ARTICLE VI**  
**NEW EMPLOYEES**

1. All new bargaining unit employees shall be probationary employees for the first ninety (90) days for Company excluding time lost due to sickness and other types of absence. This probationary period shall be extended upon written request of either the Union or the Company.

2. All probationary employees may be disciplined or terminated during or at the end of their probationary period by the Company without recourse by the Union or the employee. Such discipline or discharge shall not be subject to the Grievance Procedure provided by this Agreement.

3. After completion of the probationary period, the employee's seniority shall revert to his or her date of hire.

ARTICLE VII

WAGES

1. Uniformed guards covered by this Agreement shall be paid the minimum hourly prevailing wages and supplemental benefits in cash or benefits, in accordance with the United States Department of Labor, Employment Standards Administration, Wage and Hour Division ("Wage Determination") then in effect for Nassau and Suffolk Counties, New York.
2. Notwithstanding anything herein to the contrary, wages shall not be reduced due to a reduction in any wage determination by the United States Department of Labor.
3. No compensation or benefits will be due and owing unless specifically set forth in this Agreement.
4. Employee shall be paid for all breaks lasting less than twenty (20) minutes.

ARTICLE VIIIHOURS OF WORK - OVERTIME PAY

The normal or regular work week shall be forty (40) hours. At Company's discretion, the regular work week may include Saturdays, Sundays, and holidays, and for the first forty (40) hours of work in any week, including such days, the employee shall be paid straight time, except to the extent specifically provided elsewhere in this Agreement. If the Company, in its sole discretion, assigns work to any employee in excess of forty (40) hours in any work week, such employee shall accept such assignment and be paid one and one-half (1½) times his regular straight time pay rate for all hours worked in excess of forty (40) hours in any such work week. There shall be no pyramiding or duplication of premium or overtime pay. Employees will be paid only for hours actually worked for the Company and shall not be entitled to receive any pay for time spent in traveling to or from the assigned place of work. While employed at the place of business of the Company's Client, the employees shall be subject to such post orders, procedures, and schedules as the Company and its Client may impose.

ARTICLE IX  
TRAINING

Employees shall be compensated at the then current Federal minimum wage for attendance at Federal mandated training or refresher program unless otherwise permitted by law. Employees shall be solely responsible for all costs associated with obtaining any transferable guard registration mandated by New York State. Said costs may be deducted by the Company from the employee's wages without further written authorization. If site specific training is required as a condition of continued employment it is understood that it shall be at the Company's expense.

ARTICLE X

HOLIDAYS

1. The Company recognizes such holidays as set forth in the Wage Determination in effect on the date such holiday falls. On the date of this Agreement the following holidays are recognized:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

2. All employees shall receive their normal days pay up to eight (8) hours for each holiday listed in section "1" above provided said employee has worked his schedule day immediately before and after the holiday.

3. Unless otherwise required by law, full-time employees who (i) work the holiday and (ii) work the scheduled day before and after a holiday shall receive holiday pay plus their straight time regular rate of pay for each hour worked on the holiday.

4. A guard having an entitlement to holiday pay as set forth above shall lose that entitlement for any holiday pay, where the guard fails to report for his scheduled work before or after the holiday.

5. The day on which a holiday is celebrated shall be the day on which holiday is celebrated by the Company.

**ARTICLE XI**

**VACATIONS**

1. Full-time employees shall accrue vacation as follows:

| <u>Period of Continuous Employment with Company</u> | <u>Annual Paid Vacation</u> |
|---|-----------------------------|
| After one year of continuous employment. . . . .    | Ten (10) days               |
| After five years of continuous services. . . . .    | Fifteen (15) days           |
| After fifteen years of continuous service. . . . .  | Twenty (20) days            |

unless the Wage Determination alters said vacation schedule in which case said schedule shall be automatically amended accordingly.

2. An employee must work the minimum time period set forth in section 1 above before being eligible to use the vacation days.

3. The Company shall schedule vacations taking into account the wishes of the employees according to seniority after the needs of the Company for each post and classification have, in the Company's sole discretion been met. Where there is a conflict in choice of vacation time among employees, the Company shall give consideration to length of continuous service with the Company and the predecessor.

4. A day of vacation pay shall be equal to an employee's straight-time hourly rate of pay for the number of hours in her/his regularly scheduled work day up to a maximum of eight.

5. Except as otherwise provided herein, the length of an employee's continuous employment shall be computed from the most recent date of continuous employment by the Company at the Sites.

6. The Company will deliver vacation pay to the employee prior to the commencement of his/her vacation.

7. Vacation requests must be submitted in writing by employees on Company's designated form sixty (60) days prior to the commencement date of the proposed vacation. The employee will advise Company of her/his departure and return dates and two (2) alternate departure/return dates.

8. Company shall advise employee of his/her approved vacation schedule approximately one (1) week after receipt of employee's written request. If the dates requested by employee are unavailable, Company will advise employee of the closest available date.

9. The Company shall not be liable for any losses or claims for damages, including without limitation, lost deposits, due to unavailability of vacation dates, changes in vacation schedules, or any other reasons.



**ARTICLE XII****UNIFORMS**

1. All employees who are required to wear a uniform shall be supplied with a complete wash and wear uniforms as required by GSA and any required special equipment at no cost to the employee. All uniforms shall be made of wash and wear fabrics which will be maintained by the employee in clean and presentable condition. The Company shall replace free of charge, uniforms which are damaged due to normal wear.

2. Where necessary, foul weather gear shall be provided at no cost to the guard.

**ARTICLE XIII****GUARD REGISTRATION**

Unless otherwise permitted by law, the Company shall be responsible for all necessary fees and charges incurred in connection with registration, renewal and pre assignment training of such employee required pursuant to the New York Security Guard Act of 1992. The Company will pay applicable fees for gun license/permits required by contract at the Site.

**ARTICLE XIV**

**SENIORITY**

For the purpose of this Agreement, seniority shall be defined as the length of continuous employment by an employee with the Company at each location covered by this Collective Bargaining Agreement. In the event of a layoff, seniority shall be a determining factor together with merit and performance as determined by the Company.

**ARTICLE XVIII**

**JURY DUTY**

Company shall pay to employees called for and serving jury duty such compensation as required under federal and state law.

**ARTICLE XIX**

**GRIEVANCE/ARBITRATION PROCEDURE**

1. Any dispute arising, concerning the application of interpretation of any provisions or claimed breach of this Agreement asserted by the Union or the Company, shall be subject exclusively to the provisions of this Article and in the event of an arbitration, the Arbitrator's decision, which shall be in writing, shall be final, conclusive and binding on the parties.

2. For the purpose of this Agreement a grievance is defined as a dispute between the Company and the Union or the Company regarding only the meaning, application or interpretation of the terms of this Agreement but not involving any change in or addition to such provisions.

3. A grievance must be submitted in writing to the Company and signed by the employee within five (5) calendar days from the date of the occurrence of the incident and if more than said five (5) calendar days elapse, the employee and the Union shall be barred thereafter from processing the complaint as a grievance.

(A) First Step. The grievance will first be submitted by the appropriate Union representative to the Company's authorized representative. Such Company representative shall, within five (5) calendar days after receipt of the grievance, render his decision thereon in writing.

(B) Second Step. If the grievance has not been settled satisfactorily under the above procedure, the employee and the Union must submit the grievance to the Company's designated Director of Operations by certified mail within five (5) calendar days after receipt of the above initial decision by the Company's Representative. The Company's said Director of Operations shall, within five (5) calendar days after receipt of the grievance, mail his decision thereon in writing by certified mail.

(C) Third Step. If the grievance has not been satisfactorily settled under the above procedure, either party may file for arbitration before an arbitrator of the American Arbitration Association. Provided, however, that Union must notify the Company in writing by certified mail, of its intent to seek arbitration within five (5) calendar from receipt by the Union of the decision rendered under the "Second Step" of the grievance procedure as set forth hereinabove.

(D) An arbitrator's decision shall only respect the interpretation of this Agreement and shall not under any circumstances provide for back pay.

(E) Time limits herein above mentioned may be modified, if desired, only in a writing signed by a duly authorized representative of the Union and the Company. For purposes of this Article, time is of the essence.

(F) Any grievance shall be considered null and void if not filed and processed by the Union or the employee as provided herein, and in strict accordance with the time limitation set forth above. There shall be no recognition of a continuing grievance so as to frustrate the intent of strict adherence of these time limitations.

4. The parties shall each bear their own expense of grievances and arbitration, except the fees of the American Arbitration Association and the Arbitrator, plus any other mutually agreed upon expenses, shall be share equally. Grievances shall be handled by stewards during working hours if necessary but shall not exceed thirty (30) minutes.

## ARTICLE XX

### NON-DISCRIMINATION

It is agreed that the Company and the Union will comply with all state and federal laws prohibiting discrimination against or in favor of any employee on account of race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

ARTICLE XXI  
SHOP STEWARDS

1. There shall be two (2) Shop Stewards designated by the Union, for the purpose of representing employees and initially adjusting grievances with respect to matters arising under this Agreement. The Union shall notify the Company in writing of the persons so designated. In the absence of a yearly designation, the previously designated Shop Stewards shall remain.

2. The designated Shop Stewards shall possess maximum relative seniority in the unit.

3. The Shop Stewards shall deal with matters within his responsibility only on break or meal times, or before or after shifts and without interfering with the working time of other employees. Such matters shall be handled professionally and without unnecessarily disturbing patrons.

4. The Shop Stewards will conduct themselves at all times in a professional, courteous and business-like manner, in the performance of matters within his responsibility. The Shop Stewards shall have no authority to order or take any strike.

**ARTICLE XXII****NO-STRIKE, NO-LOCKOUT PROVISION**

During the term of this Agreement, the Union and employees covered by this Agreement will not cause, sanction or engage in any strike, walkout, picketing, slowdown, stoppage of work, retarding of work or boycotting, whether of a primary or secondary nature, or in any demonstration or other type of interference with the normal conduct and operations of the Company.

During the term of this Agreement, the Company will not engage in any lockout, provided, that a decision by the Company to shut down, merge or discontinue all or any part of its operations or functions in the bona fide exercise of its management rights set forth in the Article entitled "Managerial Rights" shall not be deemed to be a lockout.

During the term of Agreement, the Union and employees covered by this Agreement will continue to perform their duties in the event that other employees of the Company, labor organizations or other persons engage in any strike, walkout, picketing, slow-down, stoppage of work, retarding of work or boycotting, whether of a primary or secondary nature.

ARTICLE XXIIIFULL AGREEMENT

Prior to and during the negotiation of the Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation herein of matters agreed on. Each party hereto hereby waives any rights to require the other to bargain on the subject matter of those proposals or on any similar proposals or any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that, unless amended in writing signed by the parties, this Agreement shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during said term. This Agreement supersedes any and all prior agreements.



ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall commence on October 1, 1996 and shall expire on September 30, 1999 and shall be automatically renewed thereafter unless either party gives thirty (30) days notice in writing to the other party of its intention to terminate, amend or modify this Agreement.

ALLIED INTERNATIONAL UNION

FJC SECURITY SERVICES, INC.

By: *Peggy Larson*

By: *[Signature]*

Bruce Lichtenstein

Date: \_\_\_\_\_

By: \_\_\_\_\_

*SAMPLE COLLECTIVE  
BARGAINING AGREEMENT  
- NOT BINDING ON HWA  
M. McHugh  
8/5/03*

**CONTRACT CLAUSES INCORPORATED BY REFERENCE****AUTHORITY****FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

1. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Supplemental Contract Clauses are those clauses preceded by 52...
2. General Service Administration Acquisition Regulation (GSAR) (48 CFR Chapter 5) Supplemental clauses are those clauses preceded by 552...

**This solicitation incorporates the following solicitation provisions and/or contract clauses by reference, with the same force and effect as if they were included in full text. Upon request, the Contracting Officer will make a copy of them available to you. In addition, the FAR provisions and clauses can be accessed via the Internet. Copies of both the FAR and GSAR can be purchased from the U.S. Government Printing Office at (202) 512-1800.**

| <b><u>CATEGORY</u></b> | <b><u>48 CFR<br/>REFERENCE</u></b> | <b><u>APPLICABLE CLAUSE TITLE</u></b>           |
|------------------------|------------------------------------|---|
| General                | 52.202-1                           | Definitions (Oct 1995)                          |
|                        | 552.203-70                         | Restriction on Advertising (Dec 1990)           |
|                        | 52.214-29                          | Order of Precedence - Sealed Bidding (Jan 1986) |
|                        | 52.215-33                          | Order of Precedence (Jan 1986)                  |
|                        | 52.208-3                           | Reserved  |
|                        | 52.233-3                           | Protest After Award (Aug 1996)                  |

| <u>CATEGORY</u>         | <u>48 CFR<br/>REFERENCE</u> | <u>APPLICABLE CLAUSE TITLE</u>   |
|-------------------------|-----------------------------|--|
| General<br>(Continued)  | 52.252-2                    | Clauses Incorporated by Reference (Jun 1988)   |
|                         | 52.253-1                    | Computer Generated Forms (Jan 1991)  |
| Standards of<br>Conduct | 52.203-1                    | Reserved   |
|                         | 52.203-3                    | Gratuities (Apr 1984)  |
|                         | 52.203-5                    | Covenant Against Contingent Fees (APR 1984)  |
|                         | 52.203-7                    | Anti-Kickback Procedures (Jul 1995)  |
|                         | 52.203-9                    | Reserved   |
|                         | 52.203-12                   | Limitation on Payments to Influence Certain<br>Federal Transactions (Jan 1990) - Deviation |
| Buy American            | 52.225-3                    | Buy American Act Supplies (Jan 1994)   |
| Environmental           | 52.223-2                    | Clean Air and Water (Apr 1984)   |
| Labor Standards         | 52.223-6                    | Drug Free Work Place (Jan 1997)  |
|                         | 52.222-1                    | Notice to the Government of Labor<br>Disputes (Feb 1997)                                   |
|                         | 52.222-3                    | Convict Labor (Aug 1996)   |
|                         | 52.222-4                    | Contract Work Hours and Safety Standards<br>Act - Overtime Compensation (Jul 1995)         |
|                         | 52.222-26                   | Equal Opportunity (Apr 1984)   |
|                         | 52.222-35                   | Affirmative Action for Special Disabled and<br>Vietnam Era Veterans (Apr 1984)(Deviation)  |
|                         | 52.222-36                   | Affirmative Action for Handicapped Workers<br>(Apr 1984)                                   |

| <u>CATEGORY</u>                | <u>48 CFR<br/>REFERENCE</u> | <u>APPLICABLE CLAUSE TITLE</u>   |
|--------------------------------|-----------------------------|--|
| Labor Standards<br>(Continued) | 52.222-37                   | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)   |
| Subcontracting                 | 52.209-6                    | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Jul 1995) |
|                                | 52.219-8                    | Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (Oct 1995)                                       |
|                                | 52.219-9                    | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Aug 1996)   |
|                                | 52.219-13                   | Reserved   |
|                                | 52.219-16                   | Liquidated Damages - Subcontracting Plans (Oct 1995)   |
|                                | 52.220-3                    | Reserved   |
| Taxes                          | 52.220-4                    | Reserved   |
|                                | 52.229-3                    | Federal, State, and Local Taxes (Jan 1991)   |
|                                | 52.229-5                    | Taxes - Contracts Performed in US Possessions or Puerto Rico (Apr 1984)  |
| Performance                    | 52.237-2                    | Protection of Government Buildings, Equipment and Vegetation (Apr 1984)  |
| Payments                       | 52.232-8                    | Discounts for Prompt Payment (May 1997)  |
|                                | 52.232-11                   | Extras (Apr 1984)  |
|                                | 52.232-17                   | Interest (Jun 1996)  |

| <u>CATEGORY</u>         | <u>48 CFR<br/>REFERENCE</u> | <u>APPLICABLE CLAUSE TITLE</u>                                      |
|-------------------------|-----------------------------|---|
| Payments<br>(Continued) | 52.232-23                   | Assignment of Claims (Jan 1986)                                     |
|                         | 52.232-25                   | Prompt Payment (May 1997)   |
|                         | 552.215-70                  | Examination of Records by GSA (Feb 1996)                            |
| Adjustments             | 52.203-10                   | Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997) |
|                         | 552.243-70                  | Pricing of Adjustments (Apr 1989)                                   |
|                         | 52.233-1                    | Disputes (Oct 1995)   |
|                         | 552.233-70                  | Disputes (Utility Contracts) (Apr 1984)                             |

**The following provision(s)/clause(s) are included in Full Text:**

**GSAR 552.252-6 - Authorized Deviations or Variations in Clauses (Deviation FAR 52.252-6) (JUL 85)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) clause with an authorized deviation or variation that is published in the General Services Administration Regulation is indicated by the addition of "(DEVIATION (FAR clause no.))" or "(VARIATION (FAR clause no.))" after the date of the clause.

(b) The use in this solicitation of any General Services Administration Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause.

(c) Changes in wording of clauses that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such clauses are not worded exactly the same as the FAR or GSAR clause they are identified by the word "(VARIATION)."

(End of clause)

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS  
(SEALED BID)**

**INDEX**

The following supplemental clauses apply to this contract when marked as being Incorporated by Reference (IBR) or by Full Text (FT) on the checklist below. Clauses that are not applicable (N/A) are so marked. Clauses incorporated in full text are given immediately after the index of supplemental clauses.

|                 | 48 CFR           |  |            |           |            |
|-----------------|------------------|--|------------|-----------|------------|
| <b>CATEGORY</b> | <b>REFERENCE</b> | <b>CLAUSE TITLE</b>  | <b>IBR</b> | <b>FT</b> | <b>N/A</b> |
| Bonds           | 52.228-1         | Bid Guarantee (SEP 96)   | ( )        | ( )       | (X)        |
|                 | 552.228-71       | Bid Guarantee (MAY 89)   | ( )        | ( )       | (X)        |
|                 | 552.228-72       | Performance Bond (FEB 90)  | ( )        | ( )       | (X)        |
|                 | 552.228-73       | Performance & Payment Bonds<br>(FEB 90)                                      | ( )        | ( )       | (X)        |
|                 | 52.228-2         | Additional Bond Security<br>(JUN 96)   | ( )        | ( )       | (X)        |
|                 | 52.228-11        | Pledge of Assets (FEB 92)  | ( )        | ( )       | (X)        |
| Insurance       | 52.228-5         | Insurance-Work on a<br>Government Installation<br>(JAN 97)                   | ( )        | (X)       | ( )        |
|                 | 52.246-25        | Limitation of Liability-<br>Services (FEB 97)                                | ( )        | (X)       | ( )        |
|                 | 552.228-75       | Workmen's Compensation<br>Laws (APR 84)                                      | (X)        | ( )       | ( )        |
|                 | 52.237-7         | Indemnification and Medical<br>Liability Insurance (JAN 97)                  | ( )        | ( )       | (X)        |
| Payment         | 52.232-1         | Payments (APR 1984)  | (X)        | ( )       | ( )        |
|                 | 552.232-70       | Payments by Electronic<br>Funds Transfer (APR 89)                            | (X)        | ( )       | ( )        |
|                 | 52.232-28        | Reserved   | ( )        | ( )       | (X)        |
|                 | 552.232-72       | Invoice Requirements (APR 89)  | ( )        | (X)       | ( )        |
|                 | 52.232-12        | Advance Payments (APR 84)  | ( )        | ( )       | (X)        |
|                 | 52.232-24        | Prohibition of Assignment of<br>Claims (JAN 86)                              | ( )        | ( )       | (X)        |
|                 | 52.232-33        | Mandatory Information for Elec-<br>tronic Funds Transfer Payment<br>(AUG 96) | (X)        | ( )       | ( )        |
| Employees       | 552.237-71       | Qualifications of Employees<br>(MAY 89)                                      | ( )        | (X)       | ( )        |

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS  
(SEALED BID)**

INDEX  
(Continued)

| <b>CATEGORY</b>                     | <b>48 CFR<br/>REFERENCE</b> | <b>CLAUSE TITLE</b>  | <b>IBR</b> | <b>FT</b> | <b>N/A</b> |
|-------------------------------------|-----------------------------|--|------------|-----------|------------|
| Changes                             | 52.243-1                    | Changes - Fixed Price, Alternate I<br>(APR 84)   | ( )        | (X)       | ( )        |
| Termination                         | 52.249-4                    | Termination for the Convenience<br>of the Government (Services)<br>(Short Form) (APR 84) | (X)        | ( )       | ( )        |
|                                     | 52.249-8                    | Default (Fixed-Price Supply<br>& Service) (APR 84)                                       | (X)        | ( )       | ( )        |
| Appropriations                      | 52.232-18                   | Availability of Funds (APR 84)   | (X)        | ( )       | ( )        |
|                                     | 52.232-77                   | Availability of Funds (JUL 84)   | (X)        | ( )       | ( )        |
|                                     | 52.232-19                   | Availability of Funds for the<br>Next Fiscal Year (APR 84)                               | ( )        | ( )       | (X)        |
| Set-Aside                           | 52.219-5                    | Reserved   | ( )        | ( )       | (X)        |
|                                     | 52.220-1                    | Reserved   | ( )        | ( )       | (X)        |
|                                     | 52.220-2                    | Reserved   | ( )        | ( )       | (X)        |
|                                     | 52.219-6                    | Notice of Total Small Business<br>Set-Aside (JUL 96)                                     | (X)        | ( )       | ( )        |
|                                     | 52.219-14                   | Limitations on Subcontracting<br>(DEC 96)  | ( )        | (X)       | ( )        |
|                                     | 52.203-6                    | Restrictions on Subcontractor<br>Sales to the Government<br>(JUL 95)                     | (X)        | ( )       | ( )        |
| Hazardous<br>Materials              | 52.223-3                    | Hazardous Material Identifi-<br>cation and Material Safety Data,<br>Alternate I (JUL 95) | ( )        | ( )       | (X)        |
| Security                            | 52.204-2                    | Security Requirements (Aug 96)   | ( )        | ( )       | (X)        |
| Government<br>Furnished<br>Property | 52.245-4                    | Government Furnished Property<br>(Short Form) (APR 84)                                   | (X)        | ( )       | ( )        |

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS  
(SEALED BID)**

INDEX  
(Continued)

| <b>CATEGORY</b> | <b>48 CFR<br/>REFERENCE</b> | <b>CLAUSE TITLE</b>   | <b>IBR</b> | <b>FT</b> | <b>N/A</b> |
|-----------------|-----------------------------|---|------------|-----------|------------|
| A-76            | 52.207-3                    | Right of First Refusal of Employment (NOV 91)   | ( )        | ( )       | (X)        |
| Audits          | 52.214-26                   | Audit and Records - Sealed Bidding (OCT 95)   | (X)        | ( )       | ( )        |
|                 | 52.214-27                   | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (OCT 95)    | (X)        | ( )       | ( )        |
|                 | 52.214-28                   | Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (OCT 95)                    | (X)        | ( )       | ( )        |
|                 | 52.230-2                    | Cost Accounting Standards (APR 96)  | ( )        | ( )       | (X)        |
|                 | 52.230-3                    | Disclosure and Consistency of Cost Accounting Practices (APR 96)                                | ( )        | ( )       | (X)        |
|                 | 52.230-5                    | Cost Accounting Standards - Educational Institution (APR 96)                                    | ( )        | ( )       | (X)        |
|                 | 52.215-17                   | Waiver of Facilities Capital Cost of Money (OCT 97)   | ( )        | ( )       | (X)        |
|                 | 52.215-15                   | Termination of Defined Benefit Pension Plans (OCT 97)   | ( )        | ( )       | (X)        |
| Options         | 52.215-18                   | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 97) | ( )        | ( )       | (X)        |
|                 | 52.217-8                    | Option to Extend - Services (AUG 89)  | ( )        | (X)       | ( )        |
|                 | 52.217-9                    | Option to Extend the Term of the Contract (MAR 89)  | ( )        | (X)       | ( )        |



**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS  
(SEALED BID)**

INDEX  
(Continued)

| <b>CATEGORY</b>        | <b>48 CFR<br/>REFERENCE</b> | <b>CLAUSE TITLE</b>   | <b>IBR</b> | <b>FT</b> | <b>N/A</b> |
|------------------------|-----------------------------|---|------------|-----------|------------|
| Options<br>(Continued) | 52.222-43                   | Fair Labor Standards Act and Service Contract Act - Price Adjustment(Multiple Year and Option Contracts) (MAY 89) | ( )        | (X)       | ( )        |
| Foreign                | 52.225-11                   | Restrictions on Certain Foreign Purchases (OCT 96)  | (X)        | ( )       | ( )        |
| Bankruptcy             | 52.242-13                   | Bankruptcy (JUL 95)   | (X)        | ( )       | ( )        |
| Pricing                | 52.215-14                   | Integrity of Unit Pricing (OCT 97)  | (X)        | ( )       | ( )        |
| Equal Opportunity      | 52.222-28                   | Equal Opportunity Preaward Clearance of Subcontracts (APR 84)   | (X)        | ( )       | ( )        |
| Subcontracts           | 52.244-1                    | Subcontracts (Fixed Price Contracts) (FEB 95)   | (X)        | ( )       | ( )        |
|                        | 52.244-6                    | Subcontracts for Commercial Items and Commercial Components (OCT 95)  | ( )        | (X)       | ( )        |
| Continuity             | 52.237-3                    | Continuity of Services (JAN 91)   | (X)        | ( )       | ( )        |
| Value                  | 52.248-1                    | Value Engineering (MAR 89)  | (X)        | ( )       | ( )        |
| Ordering               | 52.216-18                   | Ordering (OCT 95)   | ( )        | (X)       | ( )        |
|                        | 52.216-19                   | Order Limitations (OCT 95)  | ( )        | ( )       | (X)        |
|                        | 52.216-22                   | Indefinite Quantity (OCT 95)  | ( )        | (X)       | ( )        |
| Illegal Activity       | 52.203-8                    | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97)                         | (X)        | ( )       | ( )        |
| Printing               | 52.204-4                    | Printing/Copying Double-Sided on Recycled Paper (JUN 96)  | ( )        | ( )       | (X)        |

**SUPPLEMENTAL CONTRACT CLAUSES FOR SERVICE CONTRACTS  
(SEALED BID)**

INDEX  
(Continued)

| <u>CATEGORY</u>                 | <u>48 CFR<br/>REFERENCE</u> | <u>CLAUSE TITLE</u>   | <u>IBR</u> | <u>FT</u> | <u>N/A</u> |
|---------------------------------|-----------------------------|---|------------|-----------|------------|
| Authorizations                  | 52.227-1                    | Authorization and Consent (JUL 95)  | (X)        | ( )       | ( )        |
| Section<br>8(a)                 | 52.219-11                   | Special 8(a) Contract Conditions<br>(FEB 90)                                | ( )        | ( )       | (X)        |
|                                 | 52.219-12                   | Special 8(a) Subcontract Conditions<br>(FEB 90)                             | ( )        | ( )       | (X)        |
|                                 | 52.219-17                   | Section 8(a) Award (DEC 96)   | ( )        | ( )       | (X)        |
|                                 | 52.219-18                   | Notification of Competition Limited<br>to Eligible 8(a) Concerns (JAN 97)   | ( )        | ( )       | (X)        |
| Collective<br>Bargaining        | 52.222-47                   | Service Contract Act (SCA)<br>Minimum Wages and Fringe<br>Benefits (MAY 89) | (X)        | ( )       | ( )        |
| Nondisplace-<br>ment of Workers | N/A                         | Nondisplacement of Qualified<br>Workers*                                    | ( )        | (X*)      | ( )        |

**THE FOLLOWING EXECUTIVE ORDER(S) APPLIES TO THIS CONTRACT**

| <u>CATEGORY</u>  | <u>REFERENCE</u> | <u>TITLE</u>  | <u>IBR</u> | <u>FT</u> | <u>N/A</u> |
|--|------------------|---|------------|-----------|------------|
| Nondisplacement<br>of Workers  | EO 12933         | Nondisplacement of Qualified<br>Workers Under Certain<br>Contracts (October 20, 1994)   | ( )        | (X)       | ( )        |
| Compliance with<br>Immigration and<br>Naturalization Act<br>Provisions | EO 12989         | Economy and Efficiency in<br>Government Procurement<br>Through Compliance with<br>Immigration and Naturalization<br>Act Provisions<br>(February 13, 1996) | ( )        | (X)       | ( )        |

**\*PLEASE NOTE:** *This clause is included in full text as required by Executive Order 12933, Nondisplacement of Qualified Workers Under Certain Contracts, as referenced above.*

**CLAUSES INCORPORATED IN FULL TEXT****FAR 52.228-5 - INSURANCE - WORK ON A GOVERNMENT INSTALLATION  
(JAN 1997)**

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

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

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

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

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

(End of clause)

**FAR 52.246-25 - LIMITATION OF LIABILITY - SERVICES (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

**CLAUSES INCORPORATED IN FULL TEXT**  
(Continued)

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

**GSAR 552.232-72 - INVOICE REQUIREMENTS (APR 1989)**

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number: N/A\*

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- (1) Name of the business concern and invoice date.

II-I-61

122

**CLAUSES INCORPORATED IN FULL TEXT**  
(Continued)

- (2) Contract number (both GSA and SBA contract numbers).
- (3) Delivery order number and/or other authorization for delivery of property of services.
- (4) Item number, national stock number (NSN), or other product identification number, description, price, and quantity of property or services actually delivered or rendered.
- (5) Shipping and payment terms.
- (6) Name (where applicable), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
- (7) Invoices (both originals and photocopies) shall be submitted as specified in Part I, Section G, of the contract.

(End of clause)

•The Contractor will cite the ACT Number specified in Block #4 of the GSA Form 300 under which services were ordered and for which the invoice is submitted.

**GSAR 552.237-71 - QUALIFICATIONS OF EMPLOYEES (MAY 1989)**

- (a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- (b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

**CLAUSES INCORPORATED IN FULL TEXT**  
**(Continued)**

(c) Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of Clause)

**FAR 52.243-1 - CHANGES - FIXED PRICE, ALTERNATE I (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

II-I-63

000124

**CLAUSES INCORPORATED IN FULL TEXT**  
(Continued)

FAR 52.219-14 - LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

FAR 52.217-8 - OPTION TO EXTEND SERVICES (AUG 1989)

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

(End of clause)

**CLAUSES INCORPORATED IN FULL TEXT**  
**(Continued)**

**FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT**  
**(MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 60 Months/5 Years (months/years).

(End of clause)

**FAR 52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --**  
**PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION**  
**CONTRACTS) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, US Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each option renewal period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:



**CLAUSES INCORPORATED IN FULL TEXT****(Continued)**

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

**CLAUSES INCORPORATED IN FULL TEXT**  
**(Continued)**

FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  
COMPONENTS (OCT 1995)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**CLAUSES INCORPORATED IN FULL TEXT**  
(Continued)

FAR 52.216-18 - ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the start of the contract through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the dates specified on the last delivery order issued.

(End of clause)

II-I-68

L.C. 129

**CLAUSES INCORPORATED IN FULL TEXT**  
**(Continued)**

**NONDISPLACEMENT OF QUALIFIED WORKERS**

(a) Consistent with the efficient performance of this contract, the contractor shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal to employment under the contract in positions for which employees are qualified. The contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there shall be no employment opening under the contract, and the contractor shall not offer employment under the contract, to any person prior to having complied fully with this obligation. The contractor shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the contractor's obligation under paragraph (a) above, the contractor (1) may employ on the contract any employee who has worked for the contractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, and (2) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the McNamara-O'Hara Service Contract Act, 41 U.S.C. 357(b), and (3) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 60 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working at the Federal facility during the last month of contract performance. The list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each service employee. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor, that the contractor is not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor, as provided in Executive Order No. 12933, the regulations, and relevant orders of the Secretary of Labor, or as otherwise provided by law.

(End of clause)

II-1-69

U.S. 130

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT****I. EXECUTIVE ORDER 12933, OCTOBER 20, 1994 - NONDISPLACEMENT OF QUALIFIED WORKERS UNDER CERTAIN CONTRACTS**

When a service contract for the maintenance of a public building expires and a follow-on contract is awarded for the same service, the successor contractor typically hires the majority of the predecessor's employees. On occasion, however, a follow-on contractor will hire a new work force, and the predecessor's employees are displaced.

As a buyer and participant in the marketplace, the Government is concerned about hardships to individuals that may result from the operation of our procurement system.

Furthermore, the Government's procurement interests in economy and efficiency benefit from the fact that a carryover work force will minimize disruption to the delivery of services during any period of transition and provide the Government the benefits of an experienced and trained work force rather than one that may not be familiar with the Government facility.

Therefore, by the authority vested in me as President by the Constitution and the laws of the United States of America, including 40 U.S.C. 486(a), and in order to promote economy and efficiency, it is hereby ordered as follows:

**Section 1. *Statement of Policy.*** It is the policy of the Federal Government that solicitations and building service contracts for public buildings shall include a clause that requires the contractor under a contract that succeeds a contract for performance of similar services at the same public building to offer those employees (other than managerial or supervisory employees) under the predecessor contract whose employment will be terminated as a result of the award of the successor contract, a right of first refusal to employment under the contract in positions for which they are qualified. There shall be no employment openings under the contract until such right of first refusal has been provided. Nothing in this order shall be construed to permit a contractor to fail to comply with any provision of any other Executive order or laws of the United States.

**Sec. 2. *Definitions.*** (a) "Public building" means any Government-owned building, whether single or multi-tenant occupancy, its grounds, approaches, and appurtenances, which is generally suited for office or storage space or both for the use of one or more Federal agencies or mixed ownership corporations, and shall include the following: (1) Federal office buildings; (2) customhouses; (3) courthouses; (4)

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
(Continued)

border inspection facilities; (5) warehouses; (6) record centers; (7) appraiser stores; and (8) relocation facilities and similar Federal facilities; but shall not include any such buildings: (A) on the public domain (including that reserved for national forests and other purposes); (B) on properties of the United States in foreign countries; (C) on Native American and Native Eskimo properties held in trust by the United States; (D) on lands used in connection with Federal programs for agricultural, recreational, and conservation purposes, including research in connection therewith; (E) on or used in connection with river, harbor, flood control, reclamation, or power projects; or for chemical manufacturing or development projects; or for nuclear production, research, or development projects; (F) on or used in connection with housing and residential projects; (G) on properties of the United States Postal Service; (H) on military installations (including any fort, camp, post, naval training station, airfield, proving ground, military supply depot, military school, or any similar facility of the Department of Defense); (I) on installations of the National Aeronautic and Space Administration, except regular office buildings; and (J) on Department of Veterans Affairs installations used for hospital or domiciliary purposes.

(b) "Building services contract" means a contract for recurring services related to the maintenance of a public building, e.g., janitorial, window washing, food service, laundry, protective services, lawn and grounds care, and inspection, maintenance, and repair of fixed equipment such as elevators, air conditioning, and heating systems.

**Sec. 3. Exclusions.** This order shall not apply to (a) contracts under the simplified acquisition threshold;

(b) contracts awarded pursuant to the Javits-Wagner-O'Day Act, 41 U.S.C. 46-48a; and any future enacted law creating an employment preference for some group of workers under building services contracts;

(c) guard, elevator operator, messenger, or custodial services provided to the Government under contracts with sheltered workshops employing the severely handicapped as outlined in the Edgar Amendment, section 505 of the Treasury, Postal Services and General Government Appropriations Act, 1995, Public Law 103-329;

(d) agreements for vending facilities entered into under the preference provisions of the Randolph-Sheppard Act, 20 U.S.C. 107; or

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
(Continued)

(e) services where the contractor's employees perform work at the public building and at other locations under contracts not subject to this order (e.g., pest control or trash removal where the contractor's employees visit the site periodically and where the employees under the contract respond to service calls), provided that employees shall not be deployed in a manner that is designed to avoid the purposes of this order.

Sec. 4. *Contract Clause.* The following contract clause shall be included in solicitations and contracts for maintenance of public buildings that succeed contracts for performance of similar work at the same public building:

**"NONDISPLACEMENT OF QUALIFIED WORKERS**

(a) Consistent with the efficient performance of this contract, the contractor shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal to employment under the contract in positions for which employees are qualified. The contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there shall be no employment opening under the contract, and the contractor shall not offer employment under the contract, to any person prior to having complied fully with this obligation. The contractor shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the contractor's obligation under paragraph (a) above, the contractor (1) may employ on the contract any employee who has worked for the contractor for at least 3 months immediately preceding the commencement of this

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
**(Continued)**

contract and who would otherwise face lay-off or discharge, and (2) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the McNamara-O'Hara Service Contract Act, 41 U.S.C. 357(b), and (3) is not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 60 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working at the Federal facility during the last month of contract performance. The list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each service employee. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor, that the contractor is not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor, as provided in Executive Order No. 12933, the regulations, and relevant orders of the Secretary of Labor, or as otherwise provided by law."

Sec. 5. *Enforcement.* The Secretary of Labor is responsible for investigating and obtaining compliance with this Executive order. In such proceedings the Secretary shall have the authority to issue final orders prescribing appropriate sanctions and remedies, including, but not limited to, orders requiring employment and payment of wages lost. The Secretary also may provide that where a contractor has failed to comply with any order of the Secretary or has committed willful violations of this order or the regulations issued pursuant thereto, the contractor and its responsible officers, and any firm in which the contractor has a substantial interest, shall be ineligible to be awarded any contract or subcontract of the United States for a period of up to 3 years. This Executive order creates no rights under the Contract Disputes



**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
(Continued)

Act, and disputes regarding the requirement of the contract clause shall be disposed of only as provided by the Secretary of Labor in regulations issued under this Executive order. To the extent practicable, such regulations shall favor the resolution of disputes by efficient and informal alternative dispute resolution methods. The Secretary of Labor shall, in consultation with the Federal Acquisition Regulatory Council, issue regulations, within 180 days of the date of this order, to implement the requirements of this Executive order. The Federal Acquisition Regulatory Council shall issue, within 180 days of the date of this order, regulations in the Federal Acquisition Regulation to provide for inclusion of the contract clause in Federal solicitations and contracts subject to this Executive Order.

Sec. 6. *Judicial Review.* Nothing in this order is intended to provide a constitutional or statutory interpretation of any kind and it is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law by a party against the United States, its agencies, its officers, or its employees. This order is not intended, however, to preclude judicial review of final decisions by the Secretary of Labor in accordance with the Administrative Procedure Act, 5 U.S.C. 701 *et seq.*

(End of Executive Order 12933)

2. EXECUTIVE ORDER 12989, FEBRUARY 13, 1996 - ECONOMY AND EFFICIENCY IN GOVERNMENT PROCUREMENT THROUGH COMPLIANCE WITH CERTAIN IMMIGRATION AND NATURALIZATION ACT PROVISIONS

This order is designed to promote economy and efficiency in Government procurement. Stability and dependability are important elements of economy and efficiency. A contractor whose work force is less stable will be less likely to produce goods and services economically and efficiently than a contractor whose work force is more stable. It remains the policy of this Administration to enforce the immigration laws to the fullest extent, including the detection and deportation of illegal aliens. In these circumstances, contractors cannot rely on the continuing availability and service of illegal aliens, and contractors that choose to employ unauthorized aliens inevitably will have a less stable and less dependable work force than contractors that do not employ such persons. Because of this Administration's vigorous enforcement policy, contractors that employ unauthorized alien workers are necessarily less stable and dependable procurement sources than contractors that do not hire such persons. I find,

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
**(Continued)**

therefore, that adherence to the general policy of not contracting with providers that knowingly employ unauthorized alien workers will promote economy and efficiency in Federal procurement.

NOW, THEREFORE, to ensure the economical and efficient administration and completion of Federal Government contracts, and by the authority vested in me as President by Constitution and the laws of the United States of America, including 40 U.S.C. 486(a) and 3 U.S.C. 301, it is hereby ordered as follows:

Section 1. (a) It is the policy of the executive branch in procuring goods and services that, to ensure the economical and efficient administration and completion of Federal Government contracts, contracting agencies should not contract with employers that have not complied with section 274A(a)(1)(a) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A), 1324(a)(2)) (the "INA employment provisions") prohibiting the unlawful employment of aliens. All discretion under this Executive order shall be exercised consistent with this policy.

(b) It remains the policy of this Administration to fully and aggressively enforce the antidiscrimination provisions of the Immigration and Nationality Act to the fullest extent. Nothing in this order relieves employers from their obligation to avoid unfair immigration-related employment practices as required by the antidiscrimination provisions of section 1324(b) of the INA (8 U.S.C. 1324b) and all other antidiscrimination requirement of applicable law, including the requirements of 8 U.S.C. 1324b(a)(6) concerning the treatment of certain documentary practices as unfair immigration-related employment practices.

Sec. 2. Contractor, as used in this Executive order, shall have the same meaning as defined in subpart 9.4 of the Federal Acquisition Regulation.

Sec. 3. Using the procedures established pursuant to 8 U.S.C. 1324a(e), the Attorney General:

(a) may investigate to determine whether a contractor or an organizational unit thereof is not in compliance with the INA employment provisions;

(b) shall receive and may investigate complaints by employees of any entity covered under section 3(a) of this order where such complaints allege noncompliance with the INA employment provisions; and

**EXECUTIVE ORDERS INCORPORATED IN FULL TEXT**  
**(Continued)**

or orders that affect the contracting departments and agencies, the Attorney General shall consult with the Secretary of Defense, the Secretary of Labor, the Administrator of General Services, the Administrator of the National Aeronautics and Space Administration, the Administrator of Federal Procurement Policy, and such other agencies as may be appropriate.

(b) The Secretary of Defense, the Administrator of General Services, and the Administrator of the National Aeronautics and Space Administration shall amend the Federal Acquisition Regulation to the extent necessary and appropriate to implement the debarment responsibility and other related responsibilities assigned to heads of contracting departments and agencies under this order.

Sec. 6. Each contracting department and agency shall cooperate with and provide such information and assistance to the Attorney General as may be required in the performance of the Attorney General's functions under this order.

Sec. 7. The Attorney General, the Secretary of Defense, the Administrator of General Services, the Administrator of the National Aeronautics and Space Administration, and the heads of contracting departments and agencies may delegate any of their functions or duties under this order to any officer or employee of their respective agencies.

Sec. 8. This order shall be implemented in a manner intended to least burden the procurement process. This order neither authorizes nor requires any additional certification provision, clause, or requirement to be included in any contract or contract solicitation.

Sec. 9. This order is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or its employees. This order is not intended, however, to preclude judicial review of final agency decisions in accordance with the Administrative Procedure Act, 5 U.S.C. 701 *et seq.*

(End of Executive Order 12989)

**TABLE OF CONTENTS**  
(Continued)

| <b>TITLE</b>   | <b>PAGE</b> |
|--|-------------|
| <b>PART III - SECTION J - LIST OF DOCUMENTS, EXHIBITS AND<br/>OTHER ATTACHMENTS</b>  |             |
| <u>Section J - List of Attachments</u>   |             |
| 1. Exhibit 1 - Productive and Supervisory Requirements<br>(Including Post Hours and Locations) .....                                       | III-J-1     |
| 2. Exhibit 2 - Radio Equipment Requirements .....  | III-J-6     |
| 3. Exhibit 3 - Security Clearance Requirements .....   | III-J-7     |
| 4. Exhibit 4 - Training Subjects (Presented by the<br>Contracting Officer's Representative) .....  | III-J-8     |
| 5. Exhibit 5 - Training Subjects (Presented by the<br>Contractor) .....  | III-J-13    |
| 6. Exhibit 6 - Federal Law Enforcement Training<br>Center Practical Pistol Course (PPC) .....  | III-J-22    |
| 7. Exhibit 7 - Training Schedule and Plan .....  | III-J-26    |
| 8. Exhibit 8 - Report of Training Completion:<br>Contractor Provided Training .....  | III-J-27    |
| 9. Exhibit 8A - Report of Training Completion:<br>Government Provided (COR) Training .....   | III-J-29    |
| 10. Exhibit 8B - Report of Training Completion:<br>Certification of Firearms Training/Pistol<br>Qualification Record (GSA Form 2790) ..... | III-J-30    |
| 11. Exhibit 8C - Report of Training Completion:<br>Recertification of Contractor-Provided Training .....                                   | III-J-32    |
| 12. Exhibit 9 - Key Personnel Résumé .....   | III-J-34    |
| 13. Exhibit 10 - Certificate of Medical Examination<br>(SF 78) .....   | III-J-36    |
| 14. Exhibit 11 - US Government Printing Office Sales<br>Outlets .....  | III-J-38    |
| 15. Exhibit 12 - Contract Guard Qualification Certificate<br>(GSA Form 3527) .....   | III-J-41    |
| 16. Exhibit 13 - Request for Alternative Training .....  | III-J-42    |
| 17. Exhibit 14 - Height and Weight Chart .....   | III-J-43    |

**PART III, SECTION J**

**EXHIBIT 1**

**Productive and Supervisory Requirements (Including Post Hours and Locations)**

**THE FOLLOWING LOCATIONS FALL UNDER DOL WAGE DETERMINATION #94- 4-2376 and 94-2375 (AS PROVIDED IN PART II, SECTION I) AND CORRESPOND TO CONTRACT LINE ITEM NUMBERS PART I, SECTION B.**

| Service Location   | Building # | County | Period of Coverage | Number of Guards | Armed Post (Y/N) | Days of Week | Relief Required (Y/N) <sup>2</sup> | Security Classification | Estimated Productive Manhours |
|--|------------|--------|--------------------|------------------|------------------|--------------|------------------------------------|-------------------------|-------------------------------|
| Federal Building<br>201 Varick Street<br>New York, NY              |            |        |                    |                  |                  |              |                                    |                         |                               |
| Department of Labor<br>201 Varick Street<br>New York, NY           |            |        |                    |                  |                  |              |                                    |                         |                               |
| Department of Energy<br>378 Hudson Street<br>New York, NY          |            |        |                    |                  |                  |              |                                    |                         |                               |
| Drug Enforcement Admin.<br>99 Tenth Avenue<br>New York, NY         |            |        |                    |                  |                  |              |                                    |                         |                               |
| GSA<br>252 Seventh Avenue<br>New York, NY                          |            |        |                    |                  |                  |              |                                    |                         |                               |
| Veterans Administration<br>245 West Houston Street<br>New York, NY |            |        |                    |                  |                  |              |                                    |                         |                               |

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140

**PART III, SECTION J, EXHIBIT 1**

**Productive and Supervisory Requirements (Including Post Hours and Locations)**

| Service Location   | Building # | County | Period of Coverage | Number of Guards | Armed Post (Y/N) | Days of Week | Relief Required (Y/N) | Security Classification | Estimated Productive Manhours |
|--|------------|--------|--------------------|------------------|------------------|--------------|-----------------------|-------------------------|-------------------------------|
| U.S. Customs House<br>Six World Trade Center<br>West Street Garage<br>New York, NY |            |        |                    |                  |                  |              |                       |                         |                               |
| Old Customs House<br>1 Bowling Green<br>New York, NY                               |            |        |                    |                  |                  |              |                       |                         |                               |
| I.N.S.<br>26 Federa Plaza<br>New York, NY  | V          |        |                    |                  |                  |              |                       |                         |                               |
| E.E.O.C.<br>7 World Trade Center<br>New York, NY                                   | 70         |        |                    |                  |                  |              |                       |                         |                               |
| HHS/OHA<br>26 Federal Plaza<br>New York, NY  |            |        |                    |                  |                  |              |                       |                         |                               |
| HHS/SSA<br>38 East 29th Street<br>New York, NY                                     |            |        |                    |                  |                  |              |                       |                         |                               |

11-141

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PART III, SECTION J, EXHIBIT 1

Productive and Supervisory Requirements (Including Post Hours and Locations)

| Service Location  | Building # | County | Period of Coverage | Number of Guards | Armed Post (Y/N) | Days of Week | Relief Required (Y/N) | Security Classification | Estimated Productive Manhours |
|---|------------|--------|--------------------|------------------|------------------|--------------|-----------------------|-------------------------|-------------------------------|
| HHS/SSA<br>85 Delancy Street<br>New York, NY            | [REDACTED] |        |                    |                  |                  |              |                       |                         |                               |
| HHS/SSA<br>133 East 58th Street<br>New York, NY         |            |        |                    |                  |                  |              |                       |                         |                               |
| HHS/SSA<br>26 Federal Plaza (9th Floor)<br>New York, NY |            |        |                    |                  |                  |              |                       |                         |                               |
| HHS/SSA<br>231 Grand Street<br>New York, NY             |            |        |                    |                  |                  |              |                       |                         |                               |
| HHS/OHA<br>26 Federal Plaza<br>New York, NY             |            |        |                    |                  |                  |              |                       |                         |                               |
| Federal Building<br>26 Federal Plaza<br>New York, NY    |            |        |                    |                  |                  |              |                       |                         |                               |

11-142

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**PART III, SECTION J, EXHIBIT 1**

**Productive and Supervisory Requirements (Including Post Hours and Locations)**

**THE FOLLOWING LOCATIONS FALL UNDER DOL WAGE DETERMINATION #94-2375 (AS PROVIDED IN PART II, SECTION I) AND CORRESPOND TO CONTRACT LINE ITEM NUMBERS \_\_\_\_\_, PART I, SECTION B.**

| Service Location   | Building # | County | Period of Coverage | Number of Guards | Armed Post (Y/N) | Days of Week | Relief Required (Y/N) <sup>2</sup> | Security Classification | Estimated Productive Manhours |
|--|------------|--------|--------------------|------------------|------------------|--------------|------------------------------------|-------------------------|-------------------------------|
| Internal Revenue Service<br>290 Broadway (5th Floor)<br>New York, NY |            |        |                    |                  |                  |              |                                    |                         |                               |
| Federal Building<br>290 Broadway<br>New York, NY                     |            |        |                    |                  |                  |              |                                    |                         |                               |
| Internal Revenue Service<br>110 West 44th Street<br>New York, NY     |            |        |                    |                  |                  |              |                                    |                         |                               |
| HHS/SSA<br>55 West 125th Street<br>New York, NY                      |            |        |                    |                  |                  |              |                                    |                         |                               |
| Internal Revenue Service<br>55 West 125th Street<br>New York, NY     |            |        |                    |                  |                  |              |                                    |                         |                               |
| HHS/SSA<br>237 West 48th Street<br>New York, NY                      |            |        |                    |                  |                  |              |                                    |                         |                               |

LV 143

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**PART III, SECTION J, EXHIBIT 1**  
**Productive and Supervisory Requirements (Including Post Hours and Locations)**

| Service Location  | Building # | County | Period of Coverage | Number of Guards | Armed Post (Y/N) | Days of Week | Relief Required (Y/N) | Security Classification | Estimated Productive Manhours |
|---|------------|--------|--------------------|------------------|------------------|--------------|-----------------------|-------------------------|-------------------------------|
| HHS/SSA<br>1595 Lexington Avenue<br>New York, NY                        |            |        |                    |                  |                  |              |                       |                         |                               |
| HHS/SSA<br>4292 Broadway (aka)<br>660 West 183rd Street<br>New York, NY |            |        |                    |                  |                  |              |                       |                         |                               |



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**Foot Notes:**

1. M-F, Excl. Hol. = Monday through Friday, Excluding Federal Holidays.  
 S-S, Incl. Hol. = Sunday through Saturday, Including Federal Holidays.  
 S; S; & Hol. = Saturday, Sunday, & Federal Holidays Only.
2. In accordance with the Service Contract Act, and as specified in the applicable U.S. Department of Labor (DOL) Wage Determination(s) (see Part II, Section I), relief may be required for those periods when contract guards are on mandatory breaks and during their lunch periods. [Please Note: Under this contract, employee breaks and lunch periods are not paid breaks.]

## PART III, SECTION J, EXHIBIT 2

RADIO EQUIPMENT REQUIREMENTS

1. **Facility.** Federally Owned and/or Leased Buildings and Spaces Within New York City
2. **Equipment.** The Contractor shall provide, maintain, and supplement, as may be necessary at the site(s) identified above, the following number(s) of radios and described associated equipment:

| <u>Type of Equipment</u>   | <u>Number(s)</u> |
|--|------------------|
| Radio, mobile, with antenna and mount                                | 0                |
| Radio, portable, handi-talkie, four (4) watts, with Heliflex antenna | 96               |
| Charger, Rapid Rate, With Legs                                       | 0                |
| Charger, Rapid Rate, Slim-Line, Desk Top                             | 26               |
| Battery, Rapid Rate Nickel-Cadmium, 1 Reserve                        | 192              |
| Standard Carrying Case   | 0                |
| Standard Carrying Case, Slim-Line size                               | 96               |

3. **Licenses and Frequencies.** The Contractor, where applicable, shall make application, initiate actions otherwise required to receive a FCC license and authorization to operate on frequencies specified by the Government. Where necessary, the Contracting Officer or his authorized representative will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.
4. **Normal, Emergency, and Continuous Communications**
  - a. Each guard listed in the post coverage schedule shall have a radio. There should be two batteries per radio and one case per radio. One charger per

post address shall also be provided by the contractor. Also, the designated federal official for each post address shall have a radio, batteries and case.

The COR will determine whether radios purchased by the Contractor are reliable enough to be used on the contract. Radios must be reliable enough to provide communication between guards at a post, and between guards at a post and other designated federal officials.

***NOTE: The Motorola HT-1000 radio, or approved equivalent, is recommended for use under this contract.***

- b. The Contractor will provide a listing of all radio(s) and associated equipment to be used on this contract to the COR.

**PART III, SECTION J, EXHIBIT 3**

**SECURITY CLEARANCE REQUIREMENTS**

| 1. Facility Clearance                         | Required    | Not Required |
|---|-------------|--------------|
| A. Top Secret                                 | _____       | _____X_____  |
| B. Secret                                     | _____       | _____X_____  |
| <b>2. Suitability Determination (GSA)</b>     | _____X_____ | _____        |
| <b>3. Personal Clearances (Final)</b>         |             |              |
| A. Top Secret                                 | _____       | _____X_____  |
| B. Secret                                     | _____       | _____X_____  |
| C. Department of Energy - "Q"<br>(Top Secret) | _____       | _____X_____  |
| D. Department of Energy - "L"<br>(Secret)     | _____       | _____X_____  |
| E. N. R. C. "Q"<br>(Top Secret)               | _____       | _____X_____  |
| F. N. R. C. "L"<br>(Secret)                   | _____       | _____X_____  |
| G. 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.

**PART III, SECTION J, EXHIBIT 4****TRAINING SUBJECTS****PRESENTED BY CONTRACTING OFFICER'S REPRESENTATIVES TO  
DESIGNATED CONTRACT OFFICIALS****20 HOURS**

| <u>Subject</u>   | <u>Hours</u> | <u>Scope</u>  |
|--|--------------|---|
| Orientation<br>(Scheduled at the Worksite)   | 2            | Discuss the facility to include its function, importance, occupant agency and mission. Discuss standards of appearance and grooming. Conduct tour of facility stressing building security and fire prevention systems and features. |
| Role and Relationship of Contracting Officer's Representative, Contract Inspector and Contract Manager | 1            | Explain the role and duties of the Contracting Officer's Representative and the Contract Inspector. Identify other GSA personnel with whom they will have contact and their role and relationship to the contract.                  |
| Rules and Regulations Governing Buildings and Grounds  | 1            | Discuss the rules and regulations as they relate to the facility.   |
| Duty Book Procedures   | 1            | Acquaint the guard with the purpose and contents of the duty book. Explain routing procedures for completed duty book forms. Emphasize the importance of an up-to-date duty book.   |

| <u>Subject</u>   | <u>Hours</u> | <u>Scope</u>   |
|--|--------------|--|
| Use of the Incident Report                                 | 1            | Discuss the procedures for completion of the GSA Form 3155, Offense Incident Report. Conduct practical exercises in preparation of the report form.  |
| Response to Emergencies, Bomb Threats, and Other Disasters | 2            | Review the Occupant Emergency Plan and the role of the guards. Emphasize the importance of knowing the actions to be taken during bomb threats and civil disorders.  |
| Personnel Identification, Entry/Exit Controls              | 2            | Establish the importance of identification of personnel to the physical security of the facility and the role the contract guard will play in this identification. Familiarize the contract guards with the types of personnel identification used throughout the property being protected. Explain the various methods of controlling (both by physical presence and electronic alarm systems) personnel and vehicle entry to the facility. Any special intrusion alarm systems should be explained as a part of this section.<br><br><b>Note:</b> Some facilities with more complex alarm systems may require additional training time. The COR may elect to give only a broad "overview" during this segment, relying upon additional training later. |

| <u>Subject</u>                               | <u>Hours</u> | <u>Scope</u>   |
|--|--------------|--|
| 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 Federal Protective Service (FPS) 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 and Required GSA Forms | 3            | <p>Develop an understanding of the types, 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 Form 3155, Preliminary Investigation, and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ol style="list-style-type: none"> <li>a. GSA Form 138, Key Log</li> <li>b. GSA Form 139, Arrival and Departures;</li> <li>c. GSA Form 239, Officers and Inspectors Register;</li> <li>d. GSA Form 252, Found Property Tag;</li> </ol> |

Subject

Hours

Scope

- e. GSA Form 1039, Record of Property Found;
- f. GSA Form 1051, Firearms and Equipment Register
- g. GSA Form 1103, Guard Operation Log;
- h. GSA Form 2580, Guard Post Assignment Record
- i. GSA Form 3155, Preliminary Investigation;
- j. GSA Form 3157, Crime Analysis;
- and,
- k. Special forms unique to the facility used in the performance of the contract duties.

**Telephone and Radio Communications (Including Care and Operation of Radio Equipment)**

2

Instruction will prepare the contract guard for use of telephones and radio communications equipment. Correct and proper communication techniques will be presented, employing standard procedures used by FPS, 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.

**Role of Local, State and Federal Police Agencies**

1

The contract guards will be instructed in their relationship (position) to other law enforcement agencies. Each guard should understand their role, as required by



Subject

Hours

Scope

the contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of FPS, local/state police agencies, and other Federal law enforcement groups.

NOTE: For the purpose of this training, fifty (50) minutes will be considered as one (1) hour of instruction.

**Use of X-ray Machine(s)**

1

Instruction will prepare the contract guard for the correct and proper use of the x-ray machine(s) located at the facility.

**Use of Magnetometer**

1

Instruction will prepare the contract guard for the correct and proper use of the magnetometer (walk-thru metal detector) and related equipment (hand-held metal detectors) located at the facility.

**PART III, SECTION J, EXHIBIT 5****TRAINING SUBJECTS****TO BE PRESENTED BY THE CONTRACTOR****83 HOURS**

| <u>Subject</u>                | <u>Hours</u> | <u>Scope</u>   |
|-------------------------------|--------------|--|
| Patrol and Observation        | 2            | Instructor(s) will discuss the purpose of protective patrolling, identify the various types of protective services and the necessity of proper observation as relates to patrol procedures.  |
| Patrol Methods                | 2            | 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.   |
| Recognition of Patrol Hazards | 2            | Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques of recognition and ways to eliminate or reduce patrol hazards.  |
| Response to Disturbances      | 2            | Explain the various types of disorderly conduct and the conditions surrounding such incidents. Describe the proper approach to such situations; discuss the officer's role and responsibility and instruct in the appropriate techniques to be employed in such circumstances. |

Subject

Hours

Scope

**Response to Crimes  
in Progress**

2

Acquaint the contract guard with the care in 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\***

2

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.

**Traffic Enforcement  
and Direction**

2

Instructor(s) will explain the objectives of enforcement and the principles of directing vehicle and pedestrian traffic. In locations where contract guards will be required to issue parking citations (both courtesy and violation notices - GSA Form 2637) instructor(s) should address the philosophy of parking controls through issuance of both courtesy, pay, and mandatory appearance violation notices.

| <u>Subject</u>                               | <u>Hours</u> | <u>Scope</u>  |
|--|--------------|---|
| <b>Arrest Procedures and<br/>and the Law</b> | 3            | Provide the contract guards with knowledge of how officers 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 which will include: 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. |
| <b>Preservation of Crime<br/>Scene</b>       | 1            | Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.  |
| <b>Crimes Against Persons</b>                | 2            | Present the contract guards with an understanding of the types of crimes against persons they might likely encounter in their duties. Instruction should be given in methods of successful investigative techniques.  |
| <b>Crimes Against Property</b>               | 2            | Discuss crimes against property, spelling out the correct use of the term and how it applies to the property protected. Present various   |

| <u>Subject</u>                                 | <u>Hours</u> | <u>Scope</u>  |
|--|--------------|---|
| <b>Crimes Against Property<br/>(Continued)</b> |              | methods required in such investigations and the proper control of evidence. Instruct the Security Officer in the conduct of such investigations.  |
| <b>Narcotics and Dangerous<br/>Drugs*</b>      | 2            | Develop the guard's ability to recognize narcotics/dangerous drugs and their use. Contract guards will be instructed in investigation of narcotic and drug offenses.  |
| <b>Rules and Law of Evidence</b>               | 2            | Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructors will present information on the exclusionary rule and other related items.                      |
| <b>Search and Seizure*</b>                     | 3            | Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard within a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk." |
| <b>Firearms Safety, Handling</b>               | 2            | <b>(NOTE: This segment does not include fundamentals of firing and firearms qualification.)</b><br><br>Provide detailed instruction in the handling and control of the contract   |

| <u>Subject</u>                                   | <u>Hours</u> | <u>Scope</u>   |
|--|--------------|--|
| <b>Firearms Safety, Handling<br/>(Continued)</b> |              | 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.   |
| <b>Use of Force</b>                              | 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.  |
| <b>Ethics and Professionalism*</b>               | 2            | Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be heading 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 officers and the contract guards. |
| <b>Understanding Human<br/>Behavior*</b>         | 3            | Instructor(s) will discuss the basic knowledge needed for contract guards to understand their own actions, and those of the people they work with, in the performance of   |

Subject

Hours

Scope

**Understanding Human Behavior\***  
(Continued)

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 problems; 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 a badge and gun.

**Sensitivity Training**  
(Dealing with the General Public)\*

16

Instructors will provide sensitivity training, which will address the guards' interaction with the general public and building tenants, while achieving the ultimate goal of obtaining fewer citizen and building tenant complaints. Instruction will include how to manage difficult situations that arise from interactions with individuals of different cultures, languages, physical capabilities, etc., while maintaining self-control and performing professionally under all conditions. Training shall be the same as or similar to "Verbal Judo, Tactical Communication" as offered by the Verbal Judo Institute, Inc. of Staten Island, New York.

**Principles of Communication**

2

Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is

Subject

Hours

Scope

**Principles of Communication  
(Continued)**

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.

**Professional Public**

2

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.

**Cardiopulmonary  
Resuscitation\***

9

Provide proper CPR methods and techniques for maintaining life when breathing and heart functions stop. All methods and techniques instructed must be prescribed and certified by the American Red Cross and/or the American Heart Association. It should be noted that the certification of CPR methods is a renewable skill requiring recertification on an annual basis.



| <u>Subject</u>                                   | <u>Hours</u> | <u>Scope</u>   |
|--|--------------|--|
| <b>Emergency Medical Assistance (First Aid)*</b> | 8            | <p>Instructor(s) will provide instruction so that contract guards will be able to apply techniques to stop severe external bleeding, be able to define shock and its causes, provide techniques to prevent shock. Instructor(s) will demonstrate (teach) techniques in artificial respiration procedures, discuss sudden illness such as heart attack, stroke, convulsion and epilepsy, their characteristics, and first aid techniques. All techniques instructed must be prescribed and certified by the American Red Cross. It is strongly recommended that instruction be provided by a certified First Aid instructor using the latest Multi-Media First Aid program available from the American Red Cross.</p> |
| <b>Crowd and Riot Control Formations</b>         | 2            | <p>Instruction will provide field practice in crowd control and riot formations. Emphasis shall be placed upon discipline, control, and cooperation with other law enforcement officers. Methods of taking appropriate offensive and defensive team actions will be taught in which teams (units) will control or neutralize unlawfully assemble groups.</p>   |
| <b>Defensive Tactics*</b>                        | 4            | <p>Lecture and practical application will be used to instruct Security Officers in the use of defensive tactics. Instruction will incorporate defense</p>  |

| <u>Subject</u>                                  | <u>Hours</u> | <u>Scope</u>   |
|---|--------------|--|
| <b>Defensive Tactics*</b><br><b>(Continued)</b> |              | against armed and unarmed attack, restraining holds, use of the baton, and subjective compliance methods against hostile or uncooperative persons.   |
| <b>Examination</b>                              | 2            | Written examinations will be given to determine knowledge and understanding of the academic subject matter. A total of two tests, each one hour long and each covering one half of the subject matter. |
| <b>Examination Review</b>                       | 1            | Examination review will provide the contract guards an opportunity to compare graded answer sheets with the approved solutions.  |

**NOTES:**

- 1. It is the responsibility of the Contractor to ensure that all supervisors and guards maintain current certification relating to First Aid and Cardiopulmonary Resuscitation. Failure to maintain such certification will result in removal from duty under this contract.*
- 2. All subjects with an asterisk (\*) require annual certification (see Exhibit 8C).*
- 3. Fifty (50) minutes is considered to be one (1) hour period of instruction. Break periods will be scheduled at the discretion of the Contractor.*

**PART III, SECTION J, EXHIBIT 6****FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**PRACTICAL PISTOL COURSE (PPC)****1. General Information**

- A. Firearms:** .38 caliber revolver with 4-inch barrel of the type normally used in line of duty by the guard, capable of firing +P ammunition and so recommended by the revolver manufacturer.
- B. Equipment:** Belt, holster, cartridge pouch, safety glasses and hearing protectors.
- C. Ammunition:** 60 rounds, standard-type ammunition as authorized by state and local laws and regulations pertaining to non-law enforcement organizations.
- D. Firing Distance:** 3 yards, 7 yards, 15 yards and 25 yards.
- E. Target:** Transtar II, 40" X 20" or NRA, B-27.
- F. Commands:** Range commands will be determined by the range officer and/or the firearms instructor. Consideration will be given to the available physical facilities; i.e., facing targets, lighted, signals audible by either voice or whistle, etc.

**2. 3-Yard Position**

- A. Number of Rounds:** 6
- B. Double Action:** Strong hand supported by the weak
- C. Position:** Point should (eye level) without sights. Erect or semi-crouch stance.
- D. Procedure:** On command, shooter loads revolver with six rounds and holsters weapon.

**E. Stage:** On command, shooter draws from holster and fires two rounds at a time in a three-second time period, holstering after each two shots. his sequence continues through the fifth and sixth rounds. Unload and holster.

**3. 7-Yard Position**

- A. Number of Rounds:** 24
- B. Double Action:** Strong hand supported by weak with change to weak hand supported by strong.
- C. Position:** Point shoulder (eye level) using sights. Erect or semi-crouch stance.
- D. Procedure:** On command, shooter loads pouch with six rounds and revolver with six rounds and holsters weapon.
- E. First Stage:** Fire one round at a time in a three-second time period, holstering after each shot. This sequence continues until the fifth round is fired. When the target again faces, the shooter draws from the holster, fires the sixth round, unloads, then reloads six rounds from the pouch and fires one round (seventh round) with the weak hands supported by the strong, within twenty seconds. Maintain this "aimed in" position, the shooter will continue to fire one round at a time in a three-second time period for the remaining five rounds. Unload and holster.
- F. Second Stage:** Fire two rounds at a time in a four second time period, holstering after each two shots. This sequence continues until sixth round is fired. Unload, reload two rounds from pouch and holster weapon. When target faces, fire two rounds at a time in a four-second time period, holstering after each 2 shots. This sequence continues until fourth round is fired. Unload and holster.

**4. 15-Yard Position**

- A. Number of Rounds:** 12
- B. Double Action:** Strong hand supported by weak.
- C. Position:** Point shoulder (eye level) using sights. Erect or semi-crouch stance.
- D. Procedure:** On command, shooter loads pouch with six rounds and revolver with six rounds, and holsters weapon.
- E. Stage:** Fire two rounds at a time in a five-second time period, holstering after each two shots. The sequence continues until sixth round is fired. Unload, reload six rounds from pouch and fire seventh and eighth rounds within twenty-five seconds. When target faces, fire two rounds at a time in a five-second time period, holstering after each two shots. This sequence continues until twelfth round is fired. Unload and holster.

**5. 25-Yard Position**

- A. Number of Rounds:** 18
- B. Double Action:** Right side barricade, left side barricade, and kneeling.
- C. Position:** Barricade as directed by instructor and kneeling without barricade.
- D. Procedure:** On command, shooter loads revolver with six rounds, and holsters weapon.
- E. First Stage:** Right side barricade position. When target faces, shooter draws from holster and fires two rounds in a seven-second time period, holstering after each two shots. This sequence continues until the sixth round is fired. Unload and holster.

- F. **Second Stage:** Left side barricade position. Same as E above, except fired from left side of barricade, strong hand supported by weak hand.
- G. **Third Stage:** From standing to kneeling position. When target faces, shooter assumes kneeling position, draws weapon from holster and fires two rounds in an eight-second time period, holsters and stands. This sequence continues until the sixth round is fired. Unload, holster, and stand.

6. **Qualification Scores**

**Minimum qualification score is 210.**

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

**NOTE:** When scoring the NRA B-27 Silhouette Target, all scores will be based on the following conversion table:

|                              |   |
|------------------------------|---|
| X, 10, 9, 8 rings            | 5 |
| 7 rings                      | 4 |
| All other hits on silhouette | 3 |

Hits in white spaces inside arms are scored same as black areas.



**PART III, SECTION J, EXHIBIT 8**

**REPORT OF TRAINING COMPLETION**

**Certificate of Contractor-Provided Training**

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that the above-named employee has completed a minimum of 83 hours of training, as listed below:

| <u>SUBJECT</u>                               | <u>DATE COMPLETED</u> | <u>HOURS</u> |
|--|-----------------------|--------------|
| 1. Patrol and Observation                    | _____                 | _____        |
| 2. Patrol Methods                            | _____                 | _____        |
| 3. Recognition of Patrol Hazards             | _____                 | _____        |
| 4. Response to Disturbances                  | _____                 | _____        |
| 5. Response to Crimes in Progress            | _____                 | _____        |
| 6. Safety and Fire Prevention                | _____                 | _____        |
| 7. Traffic Enforcement and Direction         | _____                 | _____        |
| 8. Arrest Procedures and the Law             | _____                 | _____        |
| 9. Preservation of Crime Scene               | _____                 | _____        |
| 10. Crimes Against Persons                   | _____                 | _____        |
| 11. Crimes Against Property                  | _____                 | _____        |
| 12. Narcotics and Dangerous Drugs            | _____                 | _____        |
| 13. Rules and Law of Evidence                | _____                 | _____        |
| 14. Search and Seizure                       | _____                 | _____        |
| 15. Firearms Safety, Handling                | _____                 | _____        |
| 16. Use of Force                             | _____                 | _____        |
| 17. Ethics and Professionalism               | _____                 | _____        |
| 18. Understanding Human Behavior             | _____                 | _____        |
| 19. Sensitivity Training                     | _____                 | _____        |
| 20. Principles of Communication              | _____                 | _____        |
| 21. Professional Public Relations            | _____                 | _____        |
| 22. Cardiopulmonary Resuscitation            | _____                 | _____        |
| 23. Emergency Medical Assistance (First Aid) | _____                 | _____        |
| 24. Crowd and Riot Control Formations        | _____                 | _____        |



|     | <u>SUBJECT</u>     | <u>DATE COMPLETED</u> | <u>HOURS</u> |
|-----|--------------------|-----------------------|--------------|
| 25. | Defensive Tactics  | _____                 | _____        |
| 26. | Examination        | _____                 | _____        |
| 27. | Examination Review | _____                 | _____        |

**FALSE STATEMENTS REGARDING COMPLETION OF TRAINING MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER US CODE, TITLE 18, SECTION 1001.**

**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.

\_\_\_\_\_  
Signature of Contractor or Authorized Designee (In Blue Ink) \_\_\_\_\_  
Date

**GSA REVIEWING OFFICIAL:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Reviewed

**PART III, SECTION J, EXHIBIT 8A**

**REPORT OF TRAINING COMPLETION**

**Certificate of Government-Provided (COR) Training**

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that the above-named employee has completed a minimum of 20 hours of training, as listed below:

|     | <u>SUBJECT</u>   | <u>DATE COMPLETED</u> | <u>HOURS</u> |
|-----|--|-----------------------|--------------|
| 1.  | Orientation  | _____                 | _____        |
| 2.  | Role and Relationship of Contracting Officer's Representative, Contract Inspector and Contract Manager | _____                 | _____        |
| 3.  | Rules and Regulations Governing Buildings and Grounds  | _____                 | _____        |
| 4.  | Duty Book Procedures   | _____                 | _____        |
| 5.  | Use of the Incident Report   | _____                 | _____        |
| 6.  | Responses to Emergencies, Bomb Threats, and Other Disasters  | _____                 | _____        |
| 7.  | Personnel Identification, Entry/Exit Controls  | _____                 | _____        |
| 8.  | Bomb Threats and Natural Disaster Responses  | _____                 | _____        |
| 9.  | Report Writing, Notes and Required GSA Forms   | _____                 | _____        |
| 10. | Telephone and Radio Communications (Including Care and Operation of Radio Equipment)                   | _____                 | _____        |
| 11. | Roles of Local, State and Federal Police Agencies  | _____                 | _____        |
| 12. | Use of X-ray Machine(s)  | _____                 | _____        |
| 13. | Use of Magnotometer  | _____                 | _____        |

**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.

\_\_\_\_\_  
Signature of Contractor Officer's Representative (In Blue Ink)

\_\_\_\_\_  
Date

Exhibit 8A  
III-J-29

**PART III, SECTION J, EXHIBIT 8B**

**REPORT OF TRAINING COMPLETION**

**Certification of Firearms Training/Pistol Qualification Record**

**GSA Form 2790**

*(Armed Guards and Armed Supervisors Only)*

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that the above-named employee has completed a minimum of 40 hours of training, as listed below:

| <u>SUBJECT</u>                  | <u>DATE COMPLETED</u> | <u>HOURS</u> |
|---------------------------------|-----------------------|--------------|
| Firearms Training/Qualification | _____                 | _____        |

The Contractor shall be responsible for firearms training required for all employees (including supervisors) who must be armed during the course of their duties under this contract. All armed employees shall be trained in the correct handling and safe use of firearms and ammunition. The Contractor is also responsible for ensuring that each armed employee demonstrates efficiency in firearms qualifications.

**FALSE STATEMENTS REGARDING COMPLETION OF TRAINING MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER US CODE, TITLE 18, SECTION 1001.**

**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.

\_\_\_\_\_  
Signature of Contractor or Authorized Designee (In Blue Ink) \_\_\_\_\_  
Date

**GSA REVIEWING OFFICIAL:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date Reviewed**

Exhibit 8B (Back)

III-J-31

0.171

**PART III, SECTION J, EXHIBIT 8C**  
**REPORT OF TRAINING COMPLETION**

**Recertification of Contractor-Provided Training**

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
 Name of Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that the above-named employee has completed a minimum of 26 hours of training, as listed below:

| <u>SUBJECT</u>                              | <u>DATE COMPLETED</u> | <u>HOURS</u> |
|---|-----------------------|--------------|
| 1. Safety and Fire Prevention               | _____                 | _____        |
| 2. Narcotics and Dangerous Drugs            | _____                 | _____        |
| 3. Search and Seizure                       | _____                 | _____        |
| 4. Ethics and Professionalism               | _____                 | _____        |
| 5. Understanding Human Behavior             | _____                 | _____        |
| 6. Sensitivity Training                     | _____                 | _____        |
| 7. Professional Public Relations            | _____                 | _____        |
| 8. Cardiopulmonary Resuscitation            | _____                 | _____        |
| 9. Emergency Medical Assistance (First Aid) | _____                 | _____        |
| 10. Defense Tactics                         | _____                 | _____        |

**FALSE STATEMENTS REGARDING COMPLETION OF TRAINING MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER US CODE, TITLE 18, SECTION 1001.**

**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.

\_\_\_\_\_  
 Signature of Contractor or Authorized Designee (In Blue Ink)

\_\_\_\_\_  
 Date

**GSA REVIEWING OFFICIAL:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Reviewed

**PART III, SECTION J, EXHIBIT 9**

**KEY PERSONNEL RÉSUMÉ**

This résumé is pertinent to the experience and professional background of contract security supervisory personnel. A Key Personnel Résumé must be completed for each supervisor 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 Key Personnel Résumé shall be provided to the Contracting Officer's Representative.

**PROPOSED POSITION TITLE:** \_\_\_\_\_

**SUPERVISOR' NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**CURRENT POSITION WITH THE CONTRACT FIRM:** \_\_\_\_\_

**TIME IN CURRENT POSITION: (Yrs., Mos.)** \_\_\_\_\_

**ANNUAL SALARY:** \_\_\_\_\_

**RESPONSIBLE FOR THE WORK OF:** \_\_\_\_\_ **PERSONS:** \_\_\_\_\_

**DESCRIPTION AND SCOPE OF CURRENT JOB:**

\_\_\_\_\_

\_\_\_\_\_

**WORK EXPERIENCE: (Past 10 years in Chronological Order)**

| <u>Date</u> |           | <u>Job Title</u> | <u>Company/Address</u> | <u>Reference</u> |
|-------------|-----------|------------------|------------------------|------------------|
| <u>From</u> | <u>To</u> |                  |                        |                  |

**EDUCATION SUMMARY:**

| <u>Name/Address</u> | <u>Dates Attended</u> | <u>Degrees/Credits/Certificates</u> |
|---------------------|-----------------------|-------------------------------------|
|---------------------|-----------------------|-------------------------------------|

High School:

College/Specialized:

Trade-School(s):

**BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT (Use the reverse side of this page).**

THIS PAGE IS LEFT BLANK INTENTIONALLY.

Exhibit 9 (Back)

III-J-35

175







**PART III, SECTION J, EXHIBIT 10**  
**CERTIFICATE OF MEDICAL EXAMINATION**

**FOR AGENCY USE ONLY**

|  |                                |  |                  |
|--|--------------------------------|--|------------------|
| <b>Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (type or print in ink)</b>   |                                |  |                  |
| 1. NAME (last, first, middle)  | 2. SOCIAL SECURITY ACCOUNT NO. | 3. SEX<br><input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE   | 4. DATE OF BIRTH |
| 3. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW?<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><i>(If your answer is "YES" explain fully to the physician performing the examination)</i> |                                | 6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.<br><br>_____ (signature of applicant) |                  |

**Part D. TO BE COMPLETED BY AGENCY MEDICAL OFFICER (if one is available)**

**NOTE:** Review the attached certificate of medical examination and make your recommendations in item 1 below. If the medical examination was done for pre-appointment purposes, circle the appropriate handicap code in part F.

|   |                                     |         |  |
|---|-------------------------------------|---------|--|
| 1. RECOMMENDATION:<br><input type="checkbox"/> HIRE OR RETAIN. DESCRIBE LIMITATIONS, IF ANY, HERE.<br><br><input type="checkbox"/> TAKE ACTION TO SEPARATE OR DO NOT HIRE. EXPLAIN WHY. |                                     |         |  |
| 2. AGENCY MEDICAL OFFICER'S NAME (type or print)  | 3. LOCATION (city, State, ZIP Code) | 4. DATE |  |

**Part E. TO BE COMPLETED BY AGENCY PERSONNEL OFFICER**

**NOTE:** Enter the action taken below. If this form is used for pre-appointment purposes, be sure the appropriate handicap code in part F is circled. **IMPORTANT:** See FPM Chapter 293, Subchapter 3; FPM Chapter 339; and FPM Supplement 339-31 for disposition and/or filing of each part of this form, either separately or together.

|   |              |         |  |
|---|--------------|---------|--|
| 1. ACTION TAKEN:<br><input type="checkbox"/> HIRED OR RETAINED <input type="checkbox"/> NON-SELECTED FOR APPOINTMENT, OR ELIGIBILITY OBJECTED TO<br><input type="checkbox"/> ACTION TAKEN TO SEPARATE |              |         |  |
| 2. AGENCY PERSONNEL OFFICER'S NAME (type or print)  | 3. SIGNATURE | 4. DATE |  |

**Part F. HANDICAP CODE (to be completed only in pre-appointment cases)**

If the person examined has or had a handicap listed below, circle the code number which pertains to that handicap. If more than one handicap applies, circle the one considered most limiting. If some of the handicap codes apply, circle code "00".

|   |   |   |
|---|---|---|
| 00 No handicap of the type listed                         | 40 Hearing aid required   | 52 Diabetes—controlled  |
| 10 Amputation—one major extremity                         | 41 No usable hearing  | 53 Epilepsy—adequately controlled   |
| 11 Amputation—two or more major extremities               | 42 No usable hearing, with speech malfunction   | 54 History of emotional behavioral problems requiring special placement order |
| 20 Deformity or impaired function—upper extremity         | 43 Normal hearing, with speech malfunction  | 55 Mentally retarded  |
| 21 Deformity or impaired function—lower extremity or both | 50 Tuberculosis—inactive pulmonary  | 56 Mentally retarded  |
| 30 Vision—one eye only                                    | 51 Organic heart disease (compensated)—valvular, arrhythmic, arteriosclerotic, limited coronary lesions |   |
| 31 No usable vision                                       |   |   |

|   |  |  |
|---|--|--|
| 1. EXAMINING PHYSICIAN'S NAME (type or print) | 3. SIGNATURE OF EXAMINING PHYSICIAN<br><br>_____ (signature)    _____ (date)   |  |
| 2. ADDRESS (including ZIP Code)               | <b>IMPORTANT:</b> After signing, return the entire form (along with the pre-addressed "Confidential-Medical" envelope which the person you examined gave you). |  |

## PART III, SECTION J, EXHIBIT 11

U. S. GOVERNMENT PRINTING OFFICE SALES OUTLETS

(By City)

Through the Superintendent of Documents, the U.S. Government Printing Office (GPO) operates 24 U.S. Government Bookstores throughout the country. Visit or contact any bookstore listed below for more information regarding publications referenced in this solicitation. MasterCard and Visa are accepted by all outlets. *The information listed below is also available via the Internet at: <http://www.gpo.gov>.*

ATLANTA

First Union Plaza  
999 Peachtree Street, NE  
Suite 120  
Atlanta, GA 30309-3964  
Hours: 8:30 am - 4:00 p.m.  
Phone: (404) 347-1900  
Fax: (404) 347-1897

CHICAGO

Suite 124  
One Congress Center  
401 South State St., Suite 124  
Chicago, IL 60605  
Hours: 8:30 a.m.-4:30 p.m.  
Phone: (312) 353-5133  
Fax: (312) 353-1590

BIRMINGHAM

O'Neill Building  
2021 Third Ave., North  
Birmingham, AL 35203  
Hours: 8:30 a.m.-4:30 p.m.  
Phone: (205) 731-1056  
Fax: (205) 731-3444

CLEVELAND

Room 1653, Federal Building  
1240 E. 9th Street  
Cleveland, OH 44199  
Hours: 8:00 a.m.-4:00 p.m.  
Phone: (216) 522-4922  
Fax: (216) 522-4714

BOSTON

Thomas P. O'Neill Building  
Room 169  
10 Causeway Street  
Boston, MA 02222  
Hours: 8:00 a.m.-4:00 p.m.  
Phone: (617) 720-4180  
Fax: (617) 720-5753

COLUMBUS

Room 207, Federal Building  
200 N. High Street  
Columbus, OH 43215  
Hours: 8:00 a.m.-4:00 p.m.  
Phone: (614) 469-6956  
Fax: (614) 469-5374

DALLAS

Room 1C50, Federal Building  
 1100 Commerce Street  
 Dallas, TX 75242  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (214) 767-0076  
 Fax: (214) 767-3239

DENVER

Room 117, Federal Building  
 1961 Stout Street  
 Denver, CO 80294  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (303) 844-3964  
 Fax: (303) 844-4000

DETROIT

Suite 160, Federal Building  
 477 Michigan Avenue  
 Detroit, MI 48226  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (313) 226-7816  
 Fax: (313) 226-4698

HOUSTON

Texas Crude Building  
 801 Travis Street, Suite 120  
 Houston, TX 77002  
 Hours: 8:30 a.m.-4:30 p.m.  
 Phone: (713) 228-1187  
 Fax: (713) 228-1186

JACKSONVILLE

100 West Bay Street  
 Suite 100  
 Jacksonville, FL 32202  
 Hours: 8:30 a.m.-4:30 p.m.  
 Phones: (904) 353-0569  
 Fax: (904) 353-1280

KANSAS CITY

120 Bannister Mall  
 5600 E. Bannister Road  
 Kansas City, MO 64137  
 Hours: 10:00 a.m.-9:00 p.m.(Mon-Sat)  
 12:00 noon - 6:00 p.m. (Sun.)  
 Phone: (816) 765-2256  
 Fax: (816) 767-8233

LAUREL

U.S. Government Printing Office  
 Warehouse Sales Outlet  
 8660 Cherry Lane  
 Laurel, MD 20707  
 Hours: 8:00 a.m.-3:45 p.m.  
 Phones: (301) 953-7974  
 Fax: (301) 498-8995

LOS ANGELES

ARCO Plaza, C-Level  
 505 South Flower Street  
 Los Angeles, CA 90071  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (213) 239-9844  
 Fax: (213) 239-9848

MILWAUKEE

Suite 150, Reuss Federal Plaza  
 310 W. Wisconsin Avenue  
 Milwaukee, WI 53203  
 Hours: 8:15 a.m.-4:15 p.m.  
 Phone: (414) 297-1304  
 Fax: (414) 297-1300

NEW YORK

Room 2-120, Federal Building  
 26 Federal Plaza  
 New York, NY 10278  
 Hours: 8:15 a.m.-4:15 p.m.  
 Phone: (212) 264-3825  
 Fax: (212) 264-9318

PHILADELPHIA

Robert Morris Building  
 100 North 17th Street  
 Philadelphia, PA 19103  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (215) 636-1900  
 Fax: (215) 636-1903

PITTSBURGH

Room 118, Federal Building  
 1000 Liberty Avenue  
 Pittsburgh, PA 15222  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (412) 644-2721  
 Fax: (412) 644-4547

PORTLAND

1305 SW First Avenue  
 Portland, OR 97201-5801  
 Hours: 8:30 a.m.-4:30 p.m.  
 Phone: (503) 221-6217  
 Fax: (503) 225-0563

PUEBLO

Norwest Banks Building  
 2201 West 8th Street  
 Pueblo, CO 81003  
 Hours: 8:30 a.m.-4:30 p.m.  
 Phone: (719) 544-3142  
 Fax: (719) 544-6719

SAN FRANCISCO

Marathon Plaza, Room 141-S  
 303 2nd Street  
 San Francisco, CA 94107  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (415) 512-2770  
 Fax: (415) 512-2776

SEATTLE

Room 194, Federal Building  
 915 Second Avenue  
 Seattle, WA 98174  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (206) 553-4270  
 Fax: (206) 553-6717

WASHINGTON, DC

(Main Bookstore)  
 U.S. Government Printing Office  
 710 N. Capitol Street, NW  
 Washington, DC 20401  
 Hours: 8:00 a.m.-4:00 p.m.  
 Phone: (202) 512-0132  
 Fax: (202) 512-1355


(Downtown Bookstore)

1510 H Street, NW  
 Washington, DC 20005  
 Hours: 9:00 a.m.-4:30 p.m.  
 Phone: (202) 653-5075  
 Fax: (202) 376-5055

**PART III, SECTION J, EXHIBIT 12**

**CONTRACT GUARD QUALIFICATION CERTIFICATE**  
**GSA FORM 3527**

The following is a sample of the GSA Form 3527, Contract Guard Qualification Certificate.

|                    |   |  |   |  |
|--------------------|---|--|---|--|
| EMPLOYEE SIGNATURE | <b>CONTRACT GUARD QUALIFICATION CERTIFICATE</b>   |  |  |  |
|                    | <b>NOT FOR IDENTIFICATION PURPOSES</b>  |  |   |  |
|                    | <small>The below named individual is authorized to work on U.S. General Service Administration Protection Contracts and has read the reverse side of this form "Privacy Act."</small> |  |   |  |
|                    | NAME OF EMPLOYEE  |  | CONTRACT GUARD COMPANY  |  |
|                    | SOCIAL SECURITY NUMBER  |  | DATE  |  |
|                    | <b>EXPIRATION DATES</b>   |  |   |  |
|                    | FQ  |  | PE  |  |
|                    | SWE   |  | OTHER   |  |
|                    | PHOTO   |  | REGION:   |  |
|                    |   |  | Signature of Authorized Official<br><b>FEDERAL PROTECTION AND SAFETY DIVISION</b>   |  |

(Front)

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information is authorized by the Federal Property and Administrative Services Act of 1949, as amended, and Title 5, United States Code, E.O. 9397 (1943). Disclosure of information is voluntary. This form will be used as a means to prepare and issue a credential or pass. Information will be transferred to appropriate Federal, State, or foreign agencies when relevant to civil, criminal, or regulatory investigations or prosecutions; or pursuant to a request by GSA or any other agency in connection with hiring or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. If some or any part of the requested information is not provided by the individual, the effect will be that the employee will not be issued a credential and will not be allowed to enter a GSA-controlled building after normal working hours or when the building is under security.

140 007

(Back)

Exhibit 12

III-J-42

**PART III, SECTION J, EXHIBIT 13**

**REQUEST FOR ALTERNATIVE TRAINING**

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
Name of Employee: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

**Describe Supporting Documents**

**(Make reference to supporting document by subject. Supporting documents must be attached for review by the Contracting Officer.)**

\_\_\_\_\_  
**Signature of Contractor or Authorized Designee (In Blue Ink)**

\_\_\_\_\_  
**Date**

Exhibit 13  
III-J-43



## PART III, SECTION J, EXHIBIT 14

HEIGHT AND WEIGHT CHART  
(FOR WOMEN)

| HEIGHT |        | SMALL<br>FRAME | MEDIUM<br>FRAME | LARGE<br>FRAME |
|--------|--------|----------------|-----------------|----------------|
| FEET   | INCHES |                |                 |                |
| 4      | 10     | 102-111        | 109-121         | 118-131        |
| 4      | 11     | 103-113        | 111-129         | 120-134        |
| 5      | 0      | 104-115        | 113-126         | 122-137        |
| 5      | 1      | 106-118        | 115-129         | 125-140        |
| 5      | 2      | 108-121        | 118-132         | 128-143        |
| 5      | 3      | 111-124        | 121-135         | 131-147        |
| 5      | 4      | 114-127        | 124-138         | 134-151        |
| 5      | 5      | 117-130        | 127-141         | 137-155        |
| 5      | 6      | 120-133        | 130-144         | 140-159        |
| 5      | 7      | 123-136        | 133-147         | 143-163        |
| 5      | 8      | 126-139        | 136-150         | 146-167        |
| 5      | 9      | 129-142        | 139-153         | 149-170        |
| 5      | 10     | 132-145        | 142-156         | 152-173        |
| 5      | 11     | 135-148        | 145-159         | 155-176        |
| 6      | 0      | 138-151        | 148-162         | 158-179        |

NOTE: Weight at Ages 25-59 Based on Lowest Mortality.  
Weight in Pounds According to Frame (in indoor clothing  
weighing 3 lbs., shoes with 1" heels).

Source of basic data: 1979 Build Study, Society of Actuaries and Association of Life Insurance Medical Directors of America, 1980

HEIGHT AND WEIGHT CHART  
(FOR MEN)

| HEIGHT |        | SMALL   | MEDIUM  | LARGE   |
|--------|--------|---------|---------|---------|
| FEET   | INCHES | FRAME   | FRAME   | FRAME   |
| 5      | 2      | 128-134 | 131-141 | 138-150 |
| 5      | 3      | 130-136 | 133-143 | 140-153 |
| 5      | 4      | 132-138 | 135-145 | 142-156 |
| 5      | 5      | 134-140 | 137-148 | 144-160 |
| 5      | 6      | 136-142 | 139-151 | 146-164 |
| 5      | 7      | 138-145 | 142-154 | 149-168 |
| 5      | 8      | 140-145 | 145-157 | 152-172 |
| 5      | 9      | 142-151 | 148-160 | 155-176 |
| 5      | 10     | 144-154 | 151-163 | 158-180 |
| 5      | 11     | 146-157 | 154-166 | 161-184 |
| 6      | 0      | 149-160 | 157-170 | 164-188 |
| 6      | 1      | 152-164 | 160-174 | 168-192 |
| 6      | 2      | 155-168 | 164-178 | 172-197 |
| 6      | 3      | 158-172 | 167-182 | 176-202 |
| 6      | 4      | 162-176 | 171-187 | 181-207 |

**NOTE:** Weight at Ages 25-59 Based on Lowest Mortality.  
Weight in Pounds According to Frame (in indoor clothing weighing 5 lbs., shoes with 1" heels).

Source of basic data: 1979 Build Study, Society of Actuaries and Association of Life Insurance Medical Directors of America, 1980.

Exhibit 14, Page 2

III-J-42

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

1. **Service Classification and Size Standard**

The services covered by this solicitation are classified as **Guard Services**. For purposes of this procurement, any concern will be classified as a small business if its annual receipts for its preceding three (3) fiscal years do not exceed **\$9 Million**.

2. **GSAR 552.237-72 - Certification Regarding "Quasi-Military" Armed Forces (Apr 1984)**

- (a) By signing this offer, the offeror certifies that the individual, firm, or corporation submitting this offer **is not** a "Quasi-Military Armed Force" within the meaning of the decision of the court of the United States ex. rel. Weinberger v. Equifax, 557 F. 2d 456 (5th Cir., 1977).
- (b) The offeror further certifies that it **will not**, during the term of this contract, offer "Quasi-Military Armed Forces" for hire.

(End of Certification)

3. **Remittance Address**

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 33, Solicitation, Offer and Award, he shall insert the proper remittance address in the space provided below:

---

---

---

Is the above address a "Vendor Express Program" address? Yes [ ] No [ ]

4. **Minimum Bid Acceptance Period**

GSAR 552.214-16 - Minimum Bid Acceptance Period (Oct 1985)  
(Deviation FAR 52.214-16)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. [Insert any number equal to or greater than the minimum requirement stated in paragraph c. of this provision. Failure to insert any number means the offeror accepts the minimum in paragraph (c)].

**The bidder allows the following total acceptance period:**

120 calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph c. above or (2) any longer acceptance period stated in paragraph d. above, or (3) any extension of the offered acceptance period as may be subsequently agreed to by the bidder.

(End of provision)

5. **Contract Administration**

Bidders are requested to designate, in the space below, the name of the responsible individual to be contacted for prompt contract administration during the contract period.

Name: J. Thomas Wood

Title: President

Address: 1809 7th Avenue, Suite 1110, Seattle, Wa. 98101

Telephone #: (206) [REDACTED] b6

FAX #: (206) 624-7190

Beeper #: \_\_\_\_\_

6. **Equal Low Bids**

FAR 52.219-2 - Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

\_\_\_\_\_

\_\_\_\_\_

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

IV-K-3

6-187

| REPRESENTATIONS AND CERTIFICATIONS  | Reference  |
|---|--|
| Name and Address of Offeror (Name, Street, City, State and Zip Code)<br>HWA, INC.<br>1809 7th Avenue, Suite 1110<br>Seattle, Washington 98101<br>CONTRACTOR ESTABLISHMENT CODE <u>787498971</u> | IFB GS-02P-98-CID-0002<br>Date of Offer<br>February 16, 1998 |

“SOLICITATION” means “INVITATION FOR BIDS” in Sealed Bidding, and “REQUEST FOR PROPOSAL” or “REQUEST FOR QUOTATION” in Negotiations.  
 “OFFER” means “BID” in Sealed Bidding, and “PROPOSAL” in Negotiation.  
 “OFFEROR” means the person or firm submitting the offer.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (Check the appropriate boxes and fill in blanks.)

1. FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7381.

(2) The small business size standard is \$9 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it is  a small business concern,  not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it  is,  is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(c) *Definitions.* “Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Small disadvantaged business concern,” as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian Tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

“Woman-owned small business concern,” as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 8(a), 8(d), 9 or 15 of the Small Business Act, or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall-

- (i) be punished by imposition of fine, imprisonment, or both;
- (ii) be subject to administrative remedies including suspension and debarment; and
- (iii) be ineligible for participation in programs conducted under the authority of the Act.

**2. FAR 52.219-19, SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)**

**(Applicable to solicitations for Architectural/Engineering, Construction, and Trash Removal Contracts)**

(a) Definition. "Emerging small business," as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the Standard Industrial Classification Code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it  is,  is not an emerging small business concern.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees), or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts) Check one of the following.

| No. of Employees                             | Avg. Annual Gross Revenues                                    |
|--|---|
| <input type="checkbox"/> 50 or fewer         | <input type="checkbox"/> \$1 Million or less                  |
| <input checked="" type="checkbox"/> 51 - 100 | <input checked="" type="checkbox"/> \$1,000,001 - \$2 Million |
| <input type="checkbox"/> 101 - 250           | <input type="checkbox"/> \$2,000,001 - \$3.5 Million          |
| <input type="checkbox"/> 251 - 500           | <input type="checkbox"/> \$3,500,001 - \$5 Million            |
| <input type="checkbox"/> 501 - 750           | <input type="checkbox"/> \$5,000,001 - \$10 Million           |
| <input type="checkbox"/> 751 - 1,000         | <input type="checkbox"/> \$10,000,001 - \$17 Million          |
| <input type="checkbox"/> Over 1,000          | <input type="checkbox"/> Over \$17 Million                    |

**3. FAR 52.204-3, TAXPAYER IDENTIFICATION (MAR 1994)**

(a) Definitions.

"Common Parent" as used in this solicitation provision, means the corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate Status" as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)" as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The Offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and

implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 91 1535320

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S., and does not have an office or place of business or a fiscal paying agent in the U.S.

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of Federal, State or local government.

Other. State basis:

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole Proprietorship;

Partnership;

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

NAME \_\_\_\_\_

TIN \_\_\_\_\_



|   |
|---|
| <b>NOTE: ITEMS 5, 6 AND 7 APPLY ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.</b> |
|---|

4. **INTENTIONALLY LEFT BLANK**

5. **FAR 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The Offeror represents that ---

(a) It  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It  has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. **FAR 52.222-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Applicable to other than construction contracts which include the clause at FAR 52.222-26, Equal Opportunity.)**

The Offeror represents that ---

(a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7. **FAR 52.222-21, CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1984)**

(a) "Segregated facilities," as used in this provision, mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will---

(1) Obtain identical certifications from proposed subcontractors before award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during the period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTE: ITEMS 8 AND 9 DO NOT APPLY TO PROCUREMENTS OF \$50,000 OR LESS MADE THROUGH SIMPLIFIED ACQUISITION PROCEDURES.**

**8. FAR 52.215-4, TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that ---

- (a) It operates as  an individual, a partnership, a nonprofit organization,  a joint venture, or  a corporation, incorporated under the laws of the State of Washington.
- (b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (insert country).

**9. FAR 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The Offeror certifies that ---

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory ---

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

\_\_\_\_\_  
 (Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**NOTE: ITEMS 10 - 15 APPLY ONLY IF THE OFFER EXCEEDS \$100,000 IN AMOUNT.**

**10. FAR 52.209-5, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that ---  
 (i) The Offeror and/or any of its Principals---

(A)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)  Have,  have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror  has,  has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

11. INTENTIONALLY LEFT BLANK

12. INTENTIONALLY LEFT BLANK

13. FAR 52.223-1, CLEAN AIR AND WATER CERTIFICATION (APR 1984)  
(Applicable if the offer exceeds \$100,000, or the Contracting Officer has determined that orders under an Indefinite Quantity Contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Offeror certifies that---

(a) Any facility to be used in the performance of the proposed contract  is,  is not listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**14. FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 ---

(1) No Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**15. FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**NOTE: ITEMS 16 - 17 APPLY AS NOTED UNDER EACH CERTIFICATION.**

**16. FAR 52.215-11, AUTHORIZED NEGOTIATORS (APR 1984) (Applicable to Negotiated acquisitions only).**

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 Quotations: (List names, titles and telephone numbers of the authorized negotiators).

J. Thomas Wood, President (206)624-6889

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**17. FAR 52.223-4, RECOVERED MATERIAL CERTIFICATION (MAY 1995) (Applicable if the solicitation requires the use of recovered materials.)**

The Offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

**18. FAR 52.225-1, BUY AMERICAN CERTIFICATE (DEC 1989) (Applicable to solicitations for supplies, or for services (except construction) involving the furnishing of supplies, for use in the United States.)**

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufacture outside the United States.

| Excluded End Products | Country of Origin |
|-----------------------|-------------------|
| _____                 | _____             |
| _____                 | _____             |
| _____                 | _____             |

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act.

**ITEM 19, BELOW, DOES NOT APPLY TO PROCUREMENTS: (1) AWARDED VIA SEALED BIDDING, OR (2) AWARDED TO SMALL BUSINESS CONCERNS, OR (3) OTHERWISE LESS THAN \$500,000.**

**19. FAR 52.230-1, COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (APR 1996) NOTE:** This notice does not apply to small business concerns or foreign Governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

IV-K-13  
197

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) One copy to the cognizant Federal auditor

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The Offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that a Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal official where filed:  
\_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The Offeror certifies that the offer, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 Million (of which at least one award exceed \$1 Million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 Million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.



**II. COST ACCOUNTING STANDARDS — ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standard clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$25 Million in awards of CAS-covered prime contracts and subcontracts, or the Offeror did not receive a single CAS-covered award exceeding \$1 Million. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

**CAUTION:** An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 Million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 Million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS.**

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

**SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS/BIDDERS**

1. **Type of Contract**

FAR 52.216-1 - Type of Contract (APR 1984)

The Government anticipates the award of a Firm-Fixed-Price, Indefinite Quantity (with economic price adjustment) contract resulting from this solicitation.

(End of provision)

2. **Eligible Business Concerns**

This solicitation is set aside for Small Business Concerns only, who are current providers of professional guard services.

3. **Insurance Requirement**

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$50,000 per occurrence for property damage and \$500,000 per occurrence for bodily injury. (See FAR Clause 52.228-5 Insurance-Work on a Government Installation, and GSAR Clause 552.228-75 Workmen's Compensation Laws, in Part II, Section I.)

In performance of the contract, the Contractor shall comply with all applicable Federal, State, Local, and Industry Safety and Health Standards and Regulations.

4. **Inspection of the Facilities**

Access to all buildings/facilities to be serviced under this solicitation may be obtained for inspection purposes by contacting the Federal Protective Service Division, Metropolitan Branch as follows:

Mr. Ralph Bou, Contracting Officer's Representative  
(212) 264-0850

between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday.

5. **Prohibition Against Subcontracting**

The Contractor shall not subcontract any work required by this contract without the **express written approval of the Contracting Officer**. If the Contracting Officer authorizes the Contractor to subcontract any part of the work required by this contract, a copy of any such subcontract shall be provided to the Contracting Officer.

6. **Qualification of Offerors**

GSAR 552.237-70 - Qualifications of Offerors (MAY 1989)

- (a) Offerors will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be required to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and demonstrate that its equipment and/or plant capacity of the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building services contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

(End of provision)

7. **Qualification of Contractors**

Each offeror submitting a bid/offer on the work required by this contract is requested to **submit with their bid** completed form "Related Company Experience" (page IV-L-9). Submission of this information with your bid/offer will enable the Government to expedite the award of this contract.

**8. Notice Regarding Option(s)**

GSAR 552.217-71 - Notice Regarding Option(s) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of provision)

**9. Protests****A. FAR 52.233-2 - Service of Protest (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Ralph Caiazzo, Contracting Officer, General Services Administration, Northeast & Caribbean Region, Federal Protective Service Division (2PSS), 26 Federal Plaza, Room 17-130, New York, NY 10278.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(End of provision)

**B. Protests Filed Directly with the General Services Administration**

(a) The following definitions apply in this provision:

(1) "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

(2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

(b) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2).

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decides the protest.

(d) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(g) The protester has only one opportunity to support or explain the substance of its protest. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protester or the agency. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(i) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA

(End of provision)

**10. Deviations or Variations in Provisions**

GSAR 52.252-5 - Authorized Deviations or Variations in Provisions (Deviation FAR 52.252-2) (JUL 1985)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation or variance is indicated by the addition of "(Deviation)" or "(Variation)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) provision with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR provision no.))" or "(VARIATION (FAR provision no.))" after the date of the provision.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision.

(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the FAR or GSAR provision, they are identified by the word "(VARIATION)."

(End of provision)

**11. Solicitation Provisions Incorporated by Reference**

A. FAR 52.252-1 - Solicitation Provisions Incorporated by Reference (Jun 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

## B. The following solicitation provisions are incorporated by reference:

1. FAR 52.214-1 Solicitation Definitions-Sealed Bidding (JUL 1987)
2. FAR 52.214-12 Preparation of Bids (APR 1984) (Other Than Construction)
3. FAR 52.214-18 Preparation of Bids - Construction (APR 1984)
4. FAR 52.214-6 Explanation to Prospective Bidders (APR 1984)
5. FAR 52.214-3 Amendments to Invitations For Bids (DEC 1989)
6. FAR 52.214-5 Submission of Bids (MAR 1997)
7. FAR 52.214-9 Failure to Submit Bid (JUL 1995)
8. FAR 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (MAY 1997)
9. FAR 52.214-4 False Statements in Bids (APR 1984)
10. FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
11. FAR 52.237-1 Site Visit (APR 1984)
12. FAR 52.247-6 Financial Statement (APR 1984)
13. FAR 552.214-73 "All or None" Offers (APR 1984)
14. FAR 52.214-10 Contract Award-Sealed Bidding (JUL 1990)
15. FAR 52.214-19 Contract Award - Sealed Bidding - Construction (FEB 1986)
16. FAR 52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (DEC 1996)



**12. Bidder/Offeror Submissions**

Each bidder/offeror submitting a bid/offer on the work required by this contract is requested to submit with its bid/offer the following:

- A. Solicitation, Offer and Award (Standard Form 33) (Page I-A-1):  
Complete and submit the Standard Form 33, Solicitation, Offer and Award. The Standard Form 33 must bear an original signature, preferably in blue ink.
- B. Bid/Offer for Services (Pages I-B-2 through I-B-3):  
Complete and submit the bid sheets with your bid.
- C. Minimum Bid Acceptance Period (Page IV-K-2):  
If appropriate, complete and submit this with your bid.
- D. Contract Administration (Page IV-K-3):  
Complete and submit this with your bid. (Insert the name, title, address, telephone number, fax number, and beeper number of the responsible individual designated as the person to contact for prompt administration during the contract period.)
- E. GSA Form 3503, Representations and Certifications (Pages IV-K-4 through 15):  
Complete and submit the GSA Form 3503 with your bid/offer.
- F. Figure L-1, Related Company Experience (Pages IV-L-9 through IV-L-11):  
Complete and submit this form with your bid/offer, describing your experience with contracts similar to this one.
- G. SF LLL, Disclosure of Lobbying Activities (Pages IV-L-12 through IV-L-14):  
If applicable, complete and submit the SF LLL with your bid/offer.

**FIGURE L-1****RELATED COMPANY EXPERIENCE****(FORMERLY DBA FLEET MANAGEMENT & ASSOCIATES, INC.)****1. Contract Information:**

- a. Customer's Name: U. S. Navy OIC/ROICC
- b. Customer's Contracting Officer:  
 Name: Mary Ann Pearson Title ACO  
 Address: 1215 Depot Avenue, Fort Worth, Tx. 76127-1215  
 Area Code/Telephone Number: (817) [REDACTED]
- c. Contract Number: N62467-95-D-1126
- d. Place of Performance: McGregor, Texas
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: Base Maintenance Services
- g. Dollar Amount of Contract (Total): \$1,261,000

**2. Contract Information:**

- a. Customer's Name: FEMA, REGION VI
- b. Customer's Contracting Officer:  
 Name: Virna Evans Title CO  
 Address: FRC 800 No. Loop 288, Denton, Tx. 76201-3698  
 Area Code/Telephone Number: (817) [REDACTED]
- c. Contract Number: EMT-97-CO-0001
- d. Place of Performance: Denton, Texas
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: Facilities Maintenance
- g. Dollar Amount of Contract (Total): \$263,904

**3. Contract Information:**

- a. Customer's Name: 7th Contracting Squadron
- b. Customer's Contracting Officer:  
 Name: Peter Eckdahl Title CO  
 Address: 381 Third Street, Dyess AFB, Tx. 79607-1581  
 Area Code/Telephone Number: (915) [REDACTED]
- c. Contract Number: F41652-97-C-0004
- d. Place of Performance: Dyess AFB, Tx.
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: Hospital Heating Plant Services
- g. Dollar Amount of Contract (Total): \$227,346

**4. Contract Information:**

- a. Customer's Name: USN Public Works Center Jacksonville
- b. Customer's Contracting Officer:  
 Name: Barbara Czinder Title ACO  
 Address: ROICC Building 13, 1st Flr, Jacksonville, Fl. 32212-0139  
 Area Code/Telephone Number: (904) [REDACTED]
- c. Contract Number: N68931-96-D-0113
- d. Place of Performance: NAS Jacksonville, Florida
- e. Period of Performance: 1NOV97 thru 31OCT98
- f. Brief Description of Services Provided: Armed & Unarmed Security Services
- g. Dollar Amount of Contract (Total): \$1,711,179.20

**5. Contract Information:**

- a. Customer's Name: \_\_\_\_\_
- b. Customer's Contracting Officer:  
Name: \_\_\_\_\_ Title \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
- c. Contract Number: \_\_\_\_\_
- d. Place of Performance: \_\_\_\_\_
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: \_\_\_\_\_
- g. Dollar Amount of Contract (Total): \_\_\_\_\_

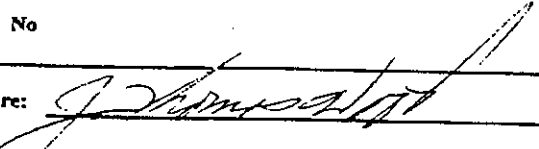
**6. Contract Information:**

- a. Customer's Name: \_\_\_\_\_
- b. Customer's Contracting Officer:  
Name: \_\_\_\_\_ Title \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
- c. Contract Number: \_\_\_\_\_
- d. Place of Performance: \_\_\_\_\_
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: \_\_\_\_\_
- g. Dollar Amount of Contract (Total): \_\_\_\_\_

NO LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

|  |  |  |   |  |  |
|--|--|--|---|--|--|
| <b>1. Type of Federal Action:</b><br><input checked="" type="checkbox"/> a. contract N/A<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  |  | <b>2. Status of Federal Action:</b><br><input checked="" type="checkbox"/> a. bid/offer application N/A<br>b. initial award<br>c. post-award |   | <b>3. Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing N/A<br>b. material change<br>FOR MATERIAL CHANGE ONLY:<br>year _____ quarter _____<br>date of last report _____                                      |  |
| <b>4. Name and Address of reporting Entity:</b><br><input type="checkbox"/> Prime N/A <input type="checkbox"/> Subawardee<br>Tier _____ if known:<br>Congressional District, if known:   |  |  | <b>5. If Reporting Entity in No. 4 Subawardee. Enter Name and Address of Prime:</b><br>N/A<br>Congressional District, if known:   |  |  |
| <b>6. Federal Department/Agency:</b><br>N/A  |  |  | <b>7. Federal Program Name/Description:</b><br>CFDA Number, if applicable: N/A  |  |  |
| <b>8. Federal Action Number, if known:</b><br>N/A  |  |  | <b>9. Award Amount if known:</b><br>\$ N/A  |  |  |
| <b>10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):</b><br>N/A<br>(attached Continuation Sheet (s) SF-LLL-A if necessary)  |  |  | <b>b. Individuals Performing Services (including address if difference from No. 10a) (last name, first name, MI)</b><br>N/A   |  |  |
| <b>11. Amount of Payment (Check all that apply)</b><br><input type="checkbox"/> _____ <input type="checkbox"/> N/A <input type="checkbox"/> _____  |  |  | <b>13. Type of Payment (check all that apply):</b><br><input checked="" type="checkbox"/> a. retainer N/A<br><input type="checkbox"/> b. one-time fee<br><input checked="" type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input checked="" type="checkbox"/> e. deferred<br><input checked="" type="checkbox"/> f. other; specify: _____ |  |  |
| <b>12.</b><br><input type="checkbox"/> a. cash N/A<br><input type="checkbox"/> b. in-kind; specify:<br>nature _____<br>value _____   |  |  |   |  |  |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b><br>N/A<br>(attached Continuation Sheet(s) SF-LLL-A, if necessary)   |  |  |   |  |  |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b><br>N/A <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |   |  |  |
| <b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above</b><br><br>when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |  |   | <b>Signature:</b> <br><b>Print Name:</b> J. Thomas Wood<br><b>Title:</b> President<br><b>Telephone No.:</b> (206) 624-6889 <b>Date:</b> 10/26/99 |  |
| <b>Federal Use Only:</b>   |  |  |   | <b>Authorized for Local Reproduction Standard Form - LLL</b>   |  |

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contact awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s), of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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Standard Form - LLL-A

IV-L-14

66-213

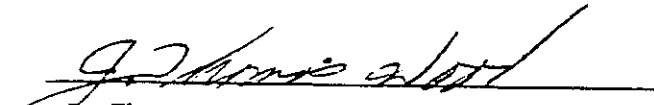
**Attachment A - Certificate Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- (2) If any other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, Grant, Loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

HWA, Inc.

  
J. Thomas Wood, President



## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. FAR 52.217-5 Evaluation of options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### 2. Formula for Award

Award will be made in accordance with FAR 52.214 - 10 - CONTRACT AWARD - SEALED BIDDING (JUL 1990), The contract will be awarded to the responsive, responsible bidder submitting the lowest bid. The low bid will be determined by adding the total of the initial period to the total of the first, second, third and fourth option periods.

#### A. Initial period

1. (a) Price per hour for the initial period for Armed Guards from Section B, Multiplied by 198,052 covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97
- (b) Price per hour for the initial period for Unarmed Guards from Section B, Multiplied By 33,320.25 covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97
1. (a) Price per hour for the initial period for Armed Guards from Section B, Multiplied by 37,897 covered under wage determination no. 94-2375 (Rev. 5) dd. 6/1/97
- (B) Price per hour for the initial period for Unarmed Guards from Section B, Multiplied by 14,369.75 covered under wage determination no. 94-2375 (Rev. 5) dd. 6/1/97

#### B. Option Lot I

1. (a) Price per hour for option lot I period for Armed Guards from Section B, Multiplied by 198, 052 covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97
- (b) Price per hour for option lot I period for Unarmed Guards from Section B, Multiplied by 33, 320.25 covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97

1. (a) Price per hour for option lot I period for Armed Guards from Section B,  
Multiplied by 37,897 **covered under wage determination no. 94-2375 (Rev. 5)**  
**dd. 6/1/97**

(b) P Price per hour for option lot I period for Unarmed Guards from Section B.  
Multiplied by 14,369.75 **covered under wage determination no. 2375 (Rev. 5)**  
**dd. 6/1/97**

**Option Lot II**

1. (a) Price per hour for option lot II period for Armed Guards from Section B,  
Multiplied by 198,052 **covered under wage determination no. 94-2376 (Rev. 4) dd.**  
**5/21/97**

(b) Price per hour for option Lot II period for Unarmed Guards from Section B,  
Multiplied by 33,320.25 **covered under wage determination no. 94-2376 (Rev. dd.**  
**5/21/97**

1. (a) Price per hour for option lot II period for Armed Guards from Section B,  
Multiplied by 37,897 **covered under wage determination no. 94-2375 (Rev. 5) dd.**  
**6/1/97**

(b) price per hour for option lot II period for Unarmed Guards from Section B,  
Multiplied by 14,369.75 **covered under wage determination no. 94-2375 (Rev. 5)**  
**dd. 6/1/97**

**D. Option Lot III**

1. (a) Price per hour for option lot III period for Armed Guards from Section B,  
Multiplied by 198,052 **covered under wage determination no. 94-2376 (Rev. 4) dd.**  
**5/21/97**

(b) Price per hour for option lot III period for Unarmed Guards from Section B,  
Multiplied by 33,320.25 **covered under wage determination no. 94-2376 (Rev. 4)**  
**dd. 5/1/97**

1. (a) Price per hour for option lot III period for Armed Guards from Section B,  
Multiplied by 37,897 **covered under wage determination no. 94-2375 (Rev. 5)**  
**dd. 6/1/97**

(b) Price per hour for option lot III period for Unarmed Guards from Section B,  
Multiplied by 14,369.75 **covered under wage determination no. 94-2375 (Rev. 5)**  
**dd. 6/1/97**

**E. Option Lot IV**

1. (a) Price per hour for option lot IV period for Armed Guards, from Section B,  
Multiplied by 198,052 **covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97**
  
- (b) Price per hour for option lot IV period for Unarmed Guards from Section B,  
Multiplied by 33,320.25 **covered under wage determination no. 94-2376 (Rev. 4) dd. 5/21/97**
  
1. (a) Price per hour for option lot IV period for Armed Guards from Section B,  
Multiplied by 37,897 **covered under wage determination no. 94-2375 (Rev. 5) dd. 6/1/97**
  
- (b) Price per hour for option lot IV period for Armed Guards from Section B,  
Multiplied by 14,369.75 **covered under wage determination no. 94-2375 (Rev. 5) dd. 6/1/97**

**Notes to the Bidders:**

- (a) The number of hours stated above are based on historical data and the anticipated schedule for the initial year of the contract.
- (b) The Government may reject a bid as nonresponsive if it is materially unbalanced as to hourly prices for the initial requirement and to the option requirement. An unbalanced bid is one which is based on prices which are significantly understated for one location/period and significantly overstated for other location/period.