

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

1. REQUISITION NUMBER  
 PRBRF090012

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 12/23/2008 4. ORDER NUMBER DTMA1P09010 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY CODE 00093  
 DOT/Maritime Administration, DGO Acquisition  
 500 Poydras Street, Room 1223  
 New Orleans, LA 70130-3394  
 TEL: (504) 589-2000 ext.  
 FAX: ( ) - ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100.00% FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  8(A)  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 NAICS: 561611  
 SIZE STANDARD: 251-500

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

12. DISCOUNT TERMS

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

13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
 Beaumont Reserve Fleet  
 2600 Amoco Road (MAR-616.6)  
 Beaumont, TX 77705-0415  
 Attn: Hickey John

16. ADMINISTERED BY CODE 00093  
 DOT/Maritime Administration, DGO Acquisition  
 500 Poydras Street, Room 1223  
 New Orleans, LA 70130-3394

17a. CONTRACTOR/OFFEROR CODE \* FACILITY CODE  
 AMBASSADOR BUSINESS SECURITY SERVICES  
 9515 W GULF BANK RD APT 24  
 HOUSTON, TX 77040-3134  
 TELEPHONE NO.(832) 671-4556 ext.

18a. PAYMENT WILL BE MADE BY CODE AMZ150  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Branch, AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA  
 2009 - - X4303 - RRF - 9 - 7076 - - NDA00 - 000000 - 70 - 096170 - 76 - NDA0 - 25407 - 6100 - 6600 -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$ 148,920.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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


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

30c. DATE SIGNED

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

31c. DATE SIGNED  
 12/31/2008

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1P09010	<b>Title</b> Ambassador-Security Guard	<b>Page</b> 3 of 34
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**Total Funding:** \$148,920.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X4303	RRF	9	7076		NDA00	000000	70	096170	76	NDA0
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
25407	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	SECURITY GUARD		8,760.00	HR	\$17.000	\$ 148,920.00
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(01/01/2009 to 12/31/2009)

SECURITY GUARD SERVICES FOR THE BEAUMONT RESERVE FLEET( IAW SECTION C)

Ref Req No: PRBRF090012

Funding Information:

2009 - - X4303 - RRF - 9 - 7076 - - NDA00 - 000000 - 70 - 096170 -  
76 - NDA0 - 25407 - 6100 - 6600 -  
\$148,920.00

**Total Cost:** \$148,920.00

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-04 Alt I	Contract Terms and Conditions--Commercial Items (Oct 2008) - Alternate I	October 2008

2 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS JUNE 2008

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code is 561612 and small business size standard is 251-500 employees for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-03(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
- GSA Federal Supply Service Specifications Section  
 Suite 8100  
 470 East L'Enfant Plaza, SW  
 Washington, DC 20407  
 Telephone (202) 619-8925  
 Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

3 TEXT

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
|  
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|  
 | Wage Determination No.: 2005-2505  
 William W.Gross      Division of |      Revision No.: 5  
 Director      Wage Determinations|      Date Of Revision: 07/19/2007

States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette,  
 Vermilion  
 Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange,  
 Polk, Sabine, San Augustine, Shelby, Tyler

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.22
01012 - Accounting Clerk II	16.60
01013 - Accounting Clerk III	24.22
01020 - Administrative Assistant	19.66
01040 - Court Reporter	19.22
01051 - Data Entry Operator I	10.38
01052 - Data Entry Operator II	13.25
01060 - Dispatcher, Motor Vehicle	15.92
01070 - Document Preparation Clerk	12.12
01090 - Duplicating Machine Operator	12.12
01111 - General Clerk I	10.93
01112 - General Clerk II	14.23
01113 - General Clerk III	14.98
01120 - Housing Referral Assistant	17.88
01141 - Messenger Courier	8.90
01191 - Order Clerk I	10.01
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	14.60
01262 - Personnel Assistant (Employment) II	17.07
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	20.78
01280 - Receptionist	9.25
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	11.11
01311 - Secretary I	11.11
01312 - Secretary II	15.35
01313 - Secretary III	17.88
01320 - Service Order Dispatcher	11.52
01410 - Supply Technician	17.56
01420 - Survey Worker	14.73
01531 - Travel Clerk I	10.08
01532 - Travel Clerk II	10.95
01533 - Travel Clerk III	11.78
01611 - Word Processor I	12.02
01612 - Word Processor II	14.58

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01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.75
05010 - Automotive Electrician	20.77
05040 - Automotive Glass Installer	19.85
05070 - Automotive Worker	19.85
05110 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.75
05160 - Motor Equipment Metal Worker	19.85
05190 - Motor Vehicle Mechanic	20.16
05220 - Motor Vehicle Mechanic Helper	15.67
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.85
05310 - Painter, Automotive	19.25
05340 - Radiator Repair Specialist	19.85
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	21.75
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.18
07041 - Cook I	8.89
07042 - Cook II	10.18
07070 - Dishwasher	6.98
07130 - Food Service Worker	7.07
07210 - Meat Cutter	12.27
07260 - Waiter/Waitress	7.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.45
11060 - Elevator Operator	7.86
11090 - Gardener	12.36
11122 - Housekeeping Aide	8.12
11150 - Janitor	7.87
11210 - Laborer, Grounds Maintenance	9.10
11240 - Maid or Houseman	6.95
11260 - Pruner	7.00
11270 - Tractor Operator	10.45
11330 - Trail Maintenance Worker	9.10
11360 - Window Cleaner	8.79
12000 - Health Occupations	
12010 - Ambulance Driver	13.58
12011 - Breath Alcohol Technician	14.94
12012 - Certified Occupational Therapist Assistant	17.79
12015 - Certified Physical Therapist Assistant	16.25
12020 - Dental Assistant	12.92
12025 - Dental Hygienist	25.11
12030 - EKG Technician	22.43
12035 - Electroneurodiagnostic Technologist	22.43

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12040 - Emergency Medical Technician	13.58	
12071 - Licensed Practical Nurse I	13.13	
12072 - Licensed Practical Nurse II	14.75	
12073 - Licensed Practical Nurse III	16.50	
12100 - Medical Assistant	11.56	
12130 - Medical Laboratory Technician	14.04	
12160 - Medical Record Clerk	11.12	
12190 - Medical Record Technician	14.56	
12195 - Medical Transcriptionist	12.72	
12210 - Nuclear Medicine Technologist	31.44	
12221 - Nursing Assistant I	8.67	
12222 - Nursing Assistant II	9.75	
12223 - Nursing Assistant III	10.64	
12224 - Nursing Assistant IV	11.94	
12235 - Optical Dispenser	10.52	
12236 - Optical Technician	8.53	
12250 - Pharmacy Technician	13.10	
12280 - Phlebotomist	12.91	
12305 - Radiologic Technologist	17.71	
12311 - Registered Nurse I	19.73	
12312 - Registered Nurse II	24.14	
12313 - Registered Nurse II, Specialist	24.14	
12314 - Registered Nurse III	29.20	
12315 - Registered Nurse III, Anesthetist	29.20	
12316 - Registered Nurse IV	35.01	
12317 - Scheduler (Drug and Alcohol Testing)	18.34	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.15	
13012 - Exhibits Specialist II	22.57	
13013 - Exhibits Specialist III	23.71	
13041 - Illustrator I	19.15	
13042 - Illustrator II	22.57	
13043 - Illustrator III	23.71	
13047 - Librarian	21.13	
13050 - Library Aide/Clerk	10.69	
13054 - Library Information Technology Systems Administrator	20.94	
13058 - Library Technician	11.80	
13061 - Media Specialist I	12.90	
13062 - Media Specialist II	12.98	
13063 - Media Specialist III	14.47	
13071 - Photographer I	13.59	
13072 - Photographer II	18.46	
13073 - Photographer III	21.75	
13074 - Photographer IV	22.85	
13075 - Photographer V	24.45	
13110 - Video Teleconference Technician	14.23	
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.75	
14042 - Computer Operator II	16.05	
14043 - Computer Operator III	20.24	
14044 - Computer Operator IV	22.65	
14045 - Computer Operator V	25.15	
14071 - Computer Programmer I (1)	19.75	

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14072 - Computer Programmer II (1)	25.21	
14073 - Computer Programmer III (1)	27.07	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	14.93	
14160 - Personal Computer Support Technician	23.27	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.31	
15020 - Aircrew Training Devices Instructor (Rated)	30.38	
15030 - Air Crew Training Devices Instructor (Pilot)	33.42	
15050 - Computer Based Training Specialist / Instructor	27.31	
15060 - Educational Technologist	28.44	
15070 - Flight Instructor (Pilot)	33.42	
15080 - Graphic Artist	19.41	
15090 - Technical Instructor	19.14	
15095 - Technical Instructor/Course Developer	23.52	
15110 - Test Proctor	15.44	
15120 - Tutor	15.44	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	7.19	
16030 - Counter Attendant	7.19	
16040 - Dry Cleaner	9.17	
16070 - Finisher, Flatwork, Machine	7.19	
16090 - Presser, Hand	7.19	
16110 - Presser, Machine, Drycleaning	7.19	
16130 - Presser, Machine, Shirts	7.19	
16160 - Presser, Machine, Wearing Apparel, Laundry	7.19	
16190 - Sewing Machine Operator	9.75	
16220 - Tailor	10.32	
16250 - Washer, Machine	8.04	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	21.18	
19040 - Tool And Die Maker	25.10	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	15.40	
21030 - Material Coordinator	19.40	
21040 - Material Expediter	19.40	
21050 - Material Handling Laborer	10.34	
21071 - Order Filler	10.02	
21080 - Production Line Worker (Food Processing)	15.40	
21110 - Shipping Packer	12.69	
21130 - Shipping/Receiving Clerk	12.69	
21140 - Store Worker I	9.89	
21150 - Stock Clerk	14.40	
21210 - Tools And Parts Attendant	15.40	
21410 - Warehouse Specialist	15.40	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	21.68	
23021 - Aircraft Mechanic I	20.16	
23022 - Aircraft Mechanic II	21.68	
23023 - Aircraft Mechanic III	22.22	

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23040 - Aircraft Mechanic Helper	15.67	
23050 - Aircraft, Painter	19.25	
23060 - Aircraft Servicer	17.48	
23080 - Aircraft Worker	18.40	
23110 - Appliance Mechanic	19.25	
23120 - Bicycle Repairer	16.09	
23125 - Cable Splicer	20.16	
23130 - Carpenter, Maintenance	19.25	
23140 - Carpet Layer	18.40	
23160 - Electrician, Maintenance	21.02	
23181 - Electronics Technician Maintenance I	17.26	
23182 - Electronics Technician Maintenance II	25.95	
23183 - Electronics Technician Maintenance III	27.00	
23260 - Fabric Worker	17.48	
23290 - Fire Alarm System Mechanic	20.16	
23310 - Fire Extinguisher Repairer	16.65	
23311 - Fuel Distribution System Mechanic	20.16	
23312 - Fuel Distribution System Operator	16.24	
23370 - General Maintenance Worker	18.40	
23380 - Ground Support Equipment Mechanic	20.16	
23381 - Ground Support Equipment Servicer	17.48	
23382 - Ground Support Equipment Worker	18.40	
23391 - Gunsmith I	13.86	
23392 - Gunsmith II	16.43	
23393 - Gunsmith III	18.60	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.16	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		
21.33		
23430 - Heavy Equipment Mechanic	20.16	
23440 - Heavy Equipment Operator	20.16	
23460 - Instrument Mechanic	20.16	
23465 - Laboratory/Shelter Mechanic	19.10	
23470 - Laborer	10.34	
23510 - Locksmith	19.25	
23530 - Machinery Maintenance Mechanic	23.85	
23550 - Machinist, Maintenance	21.67	
23580 - Maintenance Trades Helper	15.06	
23591 - Metrology Technician I	20.16	
23592 - Metrology Technician II	21.19	
23593 - Metrology Technician III	22.23	
23640 - Millwright	20.16	
23710 - Office Appliance Repairer	19.25	
23760 - Painter, Maintenance	19.25	
23790 - Pipefitter, Maintenance	23.57	
23810 - Plumber, Maintenance	20.89	
23820 - Pneudraulic Systems Mechanic	20.16	
23850 - Rigger	20.16	
23870 - Scale Mechanic	18.40	
23890 - Sheet-Metal Worker, Maintenance	20.16	
23910 - Small Engine Mechanic	18.40	
23931 - Telecommunications Mechanic I	20.50	
23932 - Telecommunications Mechanic II	21.39	
23950 - Telephone Lineman	20.93	

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23960 - Welder, Combination, Maintenance	20.16	
23965 - Well Driller	20.16	
23970 - Woodcraft Worker	20.16	
23980 - Woodworker	16.69	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.41	
24580 - Child Care Center Clerk	11.75	
24610 - Chore Aide	6.45	
24620 - Family Readiness And Support Services Coordinator		9.63
24630 - Homemaker	13.94	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.43	
25040 - Sewage Plant Operator	19.38	
25070 - Stationary Engineer	22.43	
25190 - Ventilation Equipment Tender	15.67	
25210 - Water Treatment Plant Operator	19.25	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	12.75	
27007 - Baggage Inspector	9.82	
27008 - Corrections Officer	15.26	
27010 - Court Security Officer	17.90	
27030 - Detection Dog Handler	12.69	
27040 - Detention Officer	15.26	
27070 - Firefighter	19.10	
27101 - Guard I	9.82	
27102 - Guard II	12.69	
27131 - Police Officer I	19.34	
27132 - Police Officer II	21.48	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	8.73	
28042 - Carnival Equipment Repairer	10.33	
28043 - Carnival Equipment Worker	6.85	
28210 - Gate Attendant/Gate Tender	12.36	
28310 - Lifeguard	11.75	
28350 - Park Attendant (Aide)	14.75	
28510 - Recreation Aide/Health Facility Attendant		10.09
28515 - Recreation Specialist	13.04	
28630 - Sports Official	15.00	
28690 - Swimming Pool Operator	16.40	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	15.64	
29020 - Hatch Tender	15.64	
29030 - Line Handler	15.64	
29041 - Stevedore I	14.91	
29042 - Stevedore II	16.42	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)		35.18
30011 - Air Traffic Control Specialist, Station (HFO) (2)		24.26
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		26.71
30021 - Archeological Technician I	16.60	
30022 - Archeological Technician II	19.15	
30023 - Archeological Technician III	22.57	
30030 - Cartographic Technician	25.96	

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30040 - Civil Engineering Technician	24.06	
30061 - Drafter/CAD Operator I	15.97	
30062 - Drafter/CAD Operator II	19.15	
30063 - Drafter/CAD Operator III	20.70	
30064 - Drafter/CAD Operator IV	24.83	
30081 - Engineering Technician I	13.52	
30082 - Engineering Technician II	16.74	
30083 - Engineering Technician III	20.60	
30084 - Engineering Technician IV	25.52	
30085 - Engineering Technician V	30.94	
30086 - Engineering Technician VI	33.11	
30090 - Environmental Technician	20.75	
30210 - Laboratory Technician	24.94	
30240 - Mathematical Technician	25.52	
30361 - Paralegal/Legal Assistant I	16.53	
30362 - Paralegal/Legal Assistant II	21.24	
30363 - Paralegal/Legal Assistant III	26.00	
30364 - Paralegal/Legal Assistant IV	31.44	
30390 - Photo-Optics Technician	24.22	
30461 - Technical Writer I	22.38	
30462 - Technical Writer II	27.39	
30463 - Technical Writer III	28.51	
30491 - Unexploded Ordnance (UXO) Technician I	22.35	
30492 - Unexploded Ordnance (UXO) Technician II	27.05	
30493 - Unexploded Ordnance (UXO) Technician III	32.42	
30494 - Unexploded (UXO) Safety Escort	24.12	
30495 - Unexploded (UXO) Sweep Personnel	24.12	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	15.42	
30621 - Weather Observer, Senior (2)	20.51	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	7.25	
31030 - Bus Driver	11.50	
31043 - Driver Courier	10.98	
31260 - Parking and Lot Attendant	7.48	
31290 - Shuttle Bus Driver	11.93	
31310 - Taxi Driver	8.44	
31361 - Truckdriver, Light	11.93	
31362 - Truckdriver, Medium	12.82	
31363 - Truckdriver, Heavy	14.37	
31364 - Truckdriver, Tractor-Trailer	14.37	
99000 - Miscellaneous Occupations		
99030 - Cashier	7.69	
99050 - Desk Clerk	9.41	
99095 - Embalmer	24.59	
99251 - Laboratory Animal Caretaker I	9.65	
99252 - Laboratory Animal Caretaker II	10.67	
99310 - Mortician	25.40	
99410 - Pest Controller	13.95	
99510 - Photofinishing Worker	11.01	
99710 - Recycling Laborer	12.40	
99711 - Recycling Specialist	13.59	
99730 - Refuse Collector	11.86	
99810 - Sales Clerk	9.91	

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99820 - School Crossing Guard	9.02
99830 - Survey Party Chief	21.26
99831 - Surveying Aide	12.10
99832 - Surveying Technician	15.87
99840 - Vending Machine Attendant	10.75
99841 - Vending Machine Repairer	13.55
99842 - Vending Machine Repairer Helper	10.75

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 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 15 years, and 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. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

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

The process for preparing a conformance request is as follows:

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

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

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

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### STATEMENT OF WORK

##### 1. ABSTRACT:

The Maritime Administration requires qualified, unarmed and uniformed security officers twenty-four (24) hours per day, seven (7) days per week at the Beaumont National Defense Reserve Fleet (NDRF).

##### 2. REFERENCES:

2.1 Beaumont NDRF - Daily Activity Report Protocol. (Confidential)

(Example Below \*)  $\frac{1}{4}$

2.2 Beaumont NDRF - Topographic Survey. (Confidential)

2.3 Beaumont NDRF - Site Plan. (Confidential)

##### 3. ITEM LOCATION/DESCRIPTION:

###### 3.1 Location:

3.1.1 2600 Amoco Road, Beaumont, Texas 77705.

3.1.2 Reserve Fleet is at McFaddin Bend basin, Neches River.

###### 3.2 Description:

3.2.1 Federal facility for storage and maintenance of government owned ships.

3.2.2 Ashore facility is fenced completely with a main gate and a furnished guardhouse complete with communications.

##### 4. GOVERNMENT FURNISHED:

###### 4.1 Equipment

4.1.1 Guardhouse

4.1.2 Ez-go Cart (electric golf cart)

4.1.3 VHF Radios

###### 4.2 Material

4.2.1 Maritime Administration form MA-118 or MA-118A

4.2.2 Personal Floatation Devices (Lifejackets Type II)

4.2.3 Industrial Safety Hardhats

4.3 Services None

##### 5. WORK SCOPE:

###### 5.1 Security Officer's General Duties:

5.1.1 Carry out the requirements of ref 2.1 (Daily Activity Report Protocol)

5.1.1.1 Maintain access gate control at all times.

5.1.1.2 Log all non-fleet persons both in and out of the facility.

#### ATTACHMENT #1

5.1.1.3 Maintain radio communications with the Fleet Security Patrol.

5.1.1.4 Make rounds of the onshore facility and challenge all trespassers.

5.1.1.5 Maintain communications with the answering service.

5.1.2 During working hours deny entry to all non-fleet personnel until conditions for entry in section 5.1.3 are met.

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5.1.3 Allow entry to persons only after positively ascertaining their identity by means of an approved form of photo identification (driver's license or passport) and they have completely filled out and signed all applicable release forms and they have permission of the duty supervisor or Fleet Program Manager.

5.1.4 Provide an appropriate security badge to all visitors or contractors entering the facility and retrieve badges upon each one's departure. Log each security badge out and in.

5.1.5 Provide PFD for each contractor's labor person not so equipped if that person's work will be performed in the fleet.

5.1.6 Provide hardhats for each contractor's labor person not so equipped if that person's work will be performed in hardhat (industrial) areas.

5.2 Security Officer's Release Forms, Records and Reports:

5.2.1 Provide an approved log form for logging persons In and Out and recording all daily activities.

5.2.2 MA-i 18 or MA-i 18A "Release of Liability and Permit" and "Asbestos Notice" shall be signed by each non-fleet person that will board any ship in the Beaumont NDRF in accordance with directions attached to form.

5.2.3 Provide an approved report form for reporting daily occurrences within or out of the ordinary routine. Samples of existing forms will be available for reference with regard to level of detail and areas of interest.

5.2.4 Report each day using report form from section 5.2.3 fully filled out and signed by all the security officers on watch each day.

5.2.5 Deliver completed MA-i 18 and 1 i8A forms, logs and reports to the Fleet Administrative Officer or her alternate daily during regular business hours.

5.3 Security Contractor Required Credentials:

5.3.1 Contractor shall uniform the Security Officers.

5.3.2 Contractor shall be bonded and licensed to operate in this venue.

5.3.3 Contractor's POC shall respond to manning issues within one hour of the failure to provide security officer services.

5.3.4 Furnish copies of the certificates of Workman's Comprehensive Insurance for all Security Officers with quote or no later than two (2) days after issuance of a Delivery Order.

5.3.5 Acknowledge compliance with the U.S. Department of Labor, Service Contract Act, Wage Determination #94-2505 latest revision incorporated herein.

## 6. PERFORMANCE CRITERIA/QUALITY CONTROL AND ASSURANCE: ATTACHMENT #1

6.1 Performance Period:

6.1.125 1 January 2009-31 December 2009

6.2 Quality Control:

6.2.1 Provide a quality control program to insure full performance of Section 5, Statement of Work in this contract over the performance period of the contract and any subsequent optional extensions. Delivery date: within 5 days of award.

6.2.2 Furnish the schedule of a quality control surveillance plan that shall be carried out monthly. Delivery date: within 5 days of award.

\* Ref 2.1 EXAMPLE

CONTRACT SECURITY COMPANY

DAILY ACTIVITY REPORT PROTOCOL

All Contract Security Officers will read the posted Daily Activity Report sample sheet and follow it as closely as possible.

ALL activity will be logged regardless of perceived importance. This includes license plate numbers, driver's license number, vehicle type, color, number of occupants, times in and out of the compound, and any other information possible. ALL visitors are REQUIRED to show picture identification. All first time visitors for the beginning of each fiscal year are required to fill out a Release of Liability and Permit and Asbestos Notice forms. First time visitors will also receive a copy of the Beaumont Reserve Fleet safety rules. All watches shall make themselves familiar with these forms.

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THE DUTY SUPERVISOR ONLY WILL OPEN THE MAIN GATE FOR THE BEGINNING OF EACH WORKDAY AT 0600.

1. The front gate will remain closed at all times except for contract patrol officers and BRF relief. DO NOT open the gate for anyone without prior permission from the Fleet Program Manager or the Duty Supervisor. (The phone numbers are posted.) Anyone asking permission to enter the property after hours, (Coast Guard, Police, etc) will be denied and license plate numbers, vehicle type, color and number of occupants as well as times will be logged. The Fleet Program Manager and/or Duty Supervisor will be notified if emergency entrance is required. Anyone asking permission to enter the property during normal working hours shall do so only with permission from the Fleet Program Manager or a Supervisor. Anyone using the keypad code shall also be logged in with all the above information.

2. Make rounds beginning 15 minutes before the hour, on the hour, and 15 minutes after the hour as not to set up a normal routine. Log ALL activities regardless of perceived importance.

3. All patrol rounds will consist of checking all fence lines, doors, locks, gates, and access waterways for pollution. All small boats and Barbara Lois shall be checked for  
ATTACHMENT #1

noticeable change in draft. Duty Supervisor shall be notified immediately of change of draft.

4. Contract guards will make radio check with fleet patrol every 15 minutes.

5. Contract guards will call the answering service every hour on the hour to report status.  
839-0327

6. Contract guards will stand outside the guard building next to the gate while the gate is open.

7. Contract guards will lower the Flag, fold and stow neatly every evening on their first security round following closing the gate.

8. Contract guards will make three (3) rounds per hour.

I HAVE READ, UNDERSTAND, AND WILL FOLLOW THE RULES STATED IN THE DAILY ACTIVITY PROTOCOL DOCUMENT.

PRINT NAME    DATE

SIGN NAME    DATE

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SECTION I -- CONTRACT CLAUSES

I.1 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months)(years).

(End of clause)

I.2 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months)(years).

(End of clause)

I.3 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE JUNE 2003

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.4 52.222-41 SERVICE CONTRACT ACT OF 1965

NOVEMBER  
R 2007

(a) Definitions. As used in this clause-

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

"Service employee," 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 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.

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(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 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

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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 Administrative Review Board, 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.

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(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.

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(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 Office of Apprenticeship Training, Employer, and Labor Services (OATELS), 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

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(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.

I.5      52.225-13      RESTRICTIONS ON CERTAIN FOREIGN PURCHASES      JUNE 2008

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

I.6      52.228-05      INSURANCE - WORK ON A GOVERNMENT INSTALLATION      JANUARY 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

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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.

I.7 52.232-01 PAYMENTS

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.8 52.232-17 INTEREST

OCTOBER  
2008

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

- (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

- (1) The date on which the designated office receives payment from the Contractor;
- (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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(End of clause)

I.9 52.243-01 CHANGES--FIXED PRICE

AUGUST  
1987

(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.

I.10 52.243-01 CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I  
ALT I

APRIL 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) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

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(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.

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

**K.1 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - APRIL 2002  
ALT I ALTERNATE I**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$17.0M annually.

(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,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

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\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" 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.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That 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, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established

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pursuant to section 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.