

AWARD/CONTRACT

1. THIS CONTRACT IS A RAISED ORDER UNDER DPAS (15 CFR 350)

10:504 589 6593 Rating Page of Pages 1 30

2. CONTRACT (Proc inst ident.) NO. DTMA3C10007

3. EFFECTIVE DATE 12/29/2009

4. REQUISITION/PURCHASE REQUEST PROJECT NO. PRBRF100009

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

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
AMBASSADOR BUSINESS SECURITY SERVICES
9515 W GULF BANK RD APT 24
HOUSTON, TX 77040-3134

8. DELIVERY FOB Origin Other (See below)

9. DISCOUNT FOR PROMPT PAYMENT
10 days %
20 days %
30 days %
days %

10. SUBMIT INVOICES (If Other than other - was specified) To THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE
Hickey John
Elaumont Reserve Fleet
2600 Amoco Road (MAR-616.6)
Elaumont, TX 77705-0415

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

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c) (5) 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA
2010 - - X4303 - RRF - 9 - 7076 - 0 - NDA00 - 000000 - 70 - 106170 - 76 - NDA0 - 25407 - 6100 - 6600 -

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 77,526.00

16. TABLE OF CONTENTS

()	SEC	DESCRIPTION	PAGE(S)	()	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		J		LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES AND PERFORMANCE		L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 attached or incorporated by reference herein.
(Attachments are listed herein)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the 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)

Cliffen Taylor Downer

20A. NAME OF CONTRACTING OFFICER
Marie Casse

19B. NAME OF CONTRACTOR
By *ambassador Business Sec. Svc.*
(Signature of person authorized to sign)

19C. DATE SIGNED

1/14/10

20B. UNITED STATES OF AMERICA

By *Marie Casse*
(Signature of Contracting Officer)

20C. DATE SIGNED

1/14/10

Line Item Summary	Document Number DTMA3C10007	Title Ambassador-Security Guard	Page 2 of 30
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Total Funding: \$77,526.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X4303	RRF	9	7076	0	NDA00	000000	70	106170	76	NDA0
Division	Closed FYs		Cancelled Fund								
25407	6100	6600									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Option year one (1) and Option year two (2) will be funded at the time of the option year, if the option is exercised.

0001	1ST HALF OF BASE YEAR - SECURITY GUARD SERVICE	0001	12/30/2009	4,380.00	HR	\$17.700	\$ 77,526.00
(01/01/2010 to 06/30/2010)							

SECURITY GUARD SERVICES FOR THE BEAUMONT RESERVE FLEET

Ref Req No: PRBRF100009

Funding Information:

2010 - - X4303 - RRF - 9 - 7076 - 0 - NDA00 - 000000 - 70 - 106170 - 76 - NDA0 - 25407 - 6100 - 6600 - \$77,526.00

0001AA	2ND HALF OF BASE YEAR - SECURITY GUARD SERVICE	0001AA	06/29/2010	4,380.00	HR	\$.000	\$ 0.00
(07/01/2010 to 12/31/2010)							

SECURITY GUARD SERVICES FOR THE BEAUMONT RESERVE FLEET

THIS SUB LINE IS OPTIONAL, WILL BE EXERCISED WHEN FUNDS BECOME AVAILABLE

ALL OPTION YEAR PRICING IS \$17.70 PER HOUR, THE SAME AS THE 1ST HALF OF THE BASE YEAR AND WILL BE INCORPORATED INTO THE CONTRACT AT THE TIME THAT THE OPTION PERIODS ARE EXERCISED.

Ref Req No: PRBRF100009

0002	OPTION YEAR 1- SECURITY GUARD SERVICE	0002	12/30/2010	8,760.00	HR	\$.000	\$ 0.00
(01/01/2011 to 12/31/2011)							

SECURITY GUARD SERVICES FOR THE BEAUMONT RESERVE FLEET

SUBJECT TO THE AVAILABILITY OF FUNDS

Ref Req No: PRBRF100009

Line Item Summary	Document Number DTMA3C10007	Title Ambassador-Security Guard	Page 3 of 30
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Total Funding: \$77,526.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X4303	RRF	9	7076	0	NDA00	000000	70	106170	76	NDA0

Division	Closed FYs	Cancelled Fund
25407	6100 6600	

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0003	OPTION YEAR 2- SECURITY GUARD SERVICE	0003	12/30/2011 (01/01/2012 to 12/31/2012)	8,760.00	HR	\$.000	\$ 0.00 OPTION PERIOD
	SECURITY GUARD SERVICES FOR THE BEAUMONT RESERVE FLEET						
	SUBJECT TO THE AVAILABILITY OF FUNDS						

Ref Req No: PRBRF100009

Total Cost: \$77,526.00

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COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL MARCH 2009
ITEMS

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) 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 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) 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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) 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.

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) 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

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) 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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(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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

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

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

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

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

2 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO SEPTEMBER 2009**
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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- (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).
- (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).
- (7) [Reserved]
- (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (31) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (32)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (33) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (36) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (42) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

 x (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

 (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

 (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

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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)
- 3.1 TEM 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.

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- 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.
- 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.

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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 #2005-2505 latest revision incorporated herein.

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

6.1 Performance Period:

- 6.1.1 1 January 2010-31 December 2012

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.

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

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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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Option year 1 period of Performance:

Period of Performance: The period of performance shall be from the effective date of January 1, 2011 through December 31, 2011.

Option year 2 period of Performance:

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Period of Performance: The period of performance shall be from the effective date of January 1, 2012 through December 31, 2012.

C.2 WAGE RATES

WD 05-2505 (Rev.-10) was first posted on www.wdol.gov on 11/03/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2505

Shirley F. Ebbesen | Division of | Revision No.: 10
 Director | Wage Determinations | Date Of Revision: 10/29/2009

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.34
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		19.66
01040 - Court Reporter		23.26
01051 - Data Entry Operator I		12.23
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		17.32
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		18.72
01141 - Messenger Courier		9.04
01191 - Order Clerk I		10.09
01192 - Order Clerk II		11.01
01261 - Personnel Assistant (Employment) I		14.69
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		20.78
01280 - Receptionist		9.77
01290 - Rental Clerk		10.66
01300 - Scheduler, Maintenance		12.10
01311 - Secretary I		12.10

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01312 - Secretary II	16.07
01313 - Secretary III	15.09
01320 - Service Order Dispatcher	12.53
01410 - Supply Technician	19.66
01420 - Survey Worker	14.73
01531 - Travel Clerk I	10.69
01532 - Travel Clerk II	11.62
01533 - Travel Clerk III	12.50
01611 - Word Processor I	12.02
01612 - Word Processor II	14.58
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	21.16
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	20.20
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.24
07041 - Cook I	8.89
07042 - Cook II	10.18
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.60
07210 - Meat Cutter	12.37
07260 - Waiter/Waitress	7.25
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	8.72
11060 - Elevator Operator	8.72
11090 - Gardener	12.36
11122 - Housekeeping Aide	8.72
11150 - Janitor	8.72
11210 - Laborer, Grounds Maintenance	9.10
11240 - Maid or Houseman	7.25
11260 - Pruner	7.70
11270 - Tractor Operator	10.45
11330 - Trail Maintenance Worker	9.10
11360 - Window Cleaner	9.74
12000 - Health Occupations	
12010 - Ambulance Driver	14.74
12011 - Breath Alcohol Technician	15.80
12012 - Certified Occupational Therapist Assistant	21.53
12015 - Certified Physical Therapist Assistant	19.66

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12020 - Dental Assistant	12.92	
12025 - Dental Hygienist	27.64	
12030 - EKG Technician	23.52	
12035 - Electroneurodiagnostic Technologist	23.52	
12040 - Emergency Medical Technician	14.74	
12071 - Licensed Practical Nurse I	14.13	
12072 - Licensed Practical Nurse II	15.80	
12073 - Licensed Practical Nurse III	17.67	
12100 - Medical Assistant	11.56	
12130 - Medical Laboratory Technician	14.04	
12160 - Medical Record Clerk	11.71	
12190 - Medical Record Technician	14.56	
12195 - Medical Transcriptionist	13.90	
12210 - Nuclear Medicine Technologist	34.73	
12221 - Nursing Assistant I	9.43	
12222 - Nursing Assistant II	10.60	
12223 - Nursing Assistant III	11.57	
12224 - Nursing Assistant IV	12.99	
12235 - Optical Dispenser	11.60	
12236 - Optical Technician	10.20	
12250 - Pharmacy Technician	13.10	
12280 - Phlebotomist	12.99	
12305 - Radiologic Technologist	19.43	
12311 - Registered Nurse I	21.66	
12312 - Registered Nurse II	26.50	
12313 - Registered Nurse II, Specialist	26.50	
12314 - Registered Nurse III	32.06	
12315 - Registered Nurse III, Anesthetist	32.06	
12316 - Registered Nurse IV	38.43	
12317 - Scheduler (Drug and Alcohol Testing)	19.57	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.15	
13012 - Exhibits Specialist II	22.57	
13013 - Exhibits Specialist III	23.86	
13041 - Illustrator I	19.15	
13042 - Illustrator II	22.57	
13043 - Illustrator III	23.86	
13047 - Librarian	21.16	
13050 - Library Aide/Clerk	10.69	
13054 - Library Information Technology Systems Administrator	20.94	
13058 - Library Technician	11.80	
13061 - Media Specialist I	14.19	
13062 - Media Specialist II	15.71	
13063 - Media Specialist III	17.50	
13071 - Photographer I	13.80	
13072 - Photographer II	18.46	
13073 - Photographer III	21.75	
13074 - Photographer IV	23.39	
13075 - Photographer V	26.90	
13110 - Video Teleconference Technician	15.65	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.48	
14042 - Computer Operator II	18.07	
14043 - Computer Operator III	22.78	
14044 - Computer Operator IV	25.50	
14045 - Computer Operator V	28.31	
14071 - Computer Programmer I	(see 1) 22.16	
14072 - Computer Programmer II	(see 1)	

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14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.48
14160 - Personal Computer Support Technician		25.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.73
15020 - Aircrew Training Devices Instructor (Rated)		35.98
15030 - Air Crew Training Devices Instructor (Pilot)		40.44
15050 - Computer Based Training Specialist / Instructor		29.73
15060 - Educational Technologist		29.34
15070 - Flight Instructor (Pilot)		40.44
15080 - Graphic Artist		19.41
15090 - Technical Instructor		20.42
15095 - Technical Instructor/Course Developer		24.98
15110 - Test Proctor		16.48
15120 - Tutor		16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.55
16030 - Counter Attendant		7.55
16040 - Dry Cleaner		9.51
16070 - Finisher, Flatwork, Machine		7.55
16090 - Presser, Hand		7.55
16110 - Presser, Machine, Drycleaning		7.55
16130 - Presser, Machine, Shirts		7.55
16160 - Presser, Machine, Wearing Apparel, Laundry		7.55
16190 - Sewing Machine Operator		10.64
16220 - Tailor		11.34
16250 - Washer, Machine		8.45
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		13.88
21130 - Shipping/Receiving Clerk		13.88
21140 - Store Worker I		10.25
21150 - Stock Clerk		15.11
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
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

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23130 - Carpenter, Maintenance	19.25
23140 - Carpet Layer	18.40
23160 - Electrician, Maintenance	21.02
23181 - Electronics Technician Maintenance I	18.99
23182 - Electronics Technician Maintenance II	25.95
23183 - Electronics Technician Maintenance III	27.57
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	14.36
23392 - Gunsmith II	17.03
23393 - Gunsmith III	19.41
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.16
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.33
23430 - Heavy Equipment Mechanic	22.18
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	20.58
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	21.31
23932 - Telecommunications Mechanic II	22.23
23950 - Telephone Lineman	23.02
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	7.25
24620 - Family Readiness And Support Services Coordinator	11.65
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	

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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	14.17	
27007 - Baggage Inspector	10.25	
27008 - Corrections Officer	15.82	
27010 - Court Security Officer	21.58	
27030 - Detection Dog Handler	13.25	
27040 - Detention Officer	15.82	
27070 - Firefighter	22.28	
27101 - Guard I	10.25	
27102 - Guard II	12.69	
27131 - Police Officer I	22.30	
27132 - Police Officer II	24.77	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	9.93	
28042 - Carnival Equipment Repairer	11.75	
28043 - Carnival Equipment Worker	7.79	
28210 - Gate Attendant/Gate Tender	14.00	
28310 - Lifeguard	11.75	
28350 - Park Attendant (Aide)	16.23	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	15.78	
28630 - Sports Official	15.00	
28690 - Swimming Pool Operator	16.40	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	16.59	
29020 - Hatch Tender	16.59	
29030 - Line Handler	16.59	
29041 - Stevedore I	15.35	
29042 - Stevedore II	16.90	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.18	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.26	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 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	
30040 - Civil Engineering Technician	24.06	
30061 - Drafter/CAD Operator I	16.26	
30062 - Drafter/CAD Operator II	19.15	
30063 - Drafter/CAD Operator III	20.70	
30064 - Drafter/CAD Operator IV	24.95	
30081 - Engineering Technician I	14.76	
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	33.95	
30090 - Environmental Technician	20.75	
30210 - Laboratory Technician	26.75	
30240 - Mathematical Technician	25.52	
30361 - Paralegal/Legal Assistant I	18.50	
30362 - Paralegal/Legal Assistant II	22.92	
30363 - Paralegal/Legal Assistant III	28.04	

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30364 - Paralegal/Legal Assistant IV	33.93
30390 - Photo-Optics Technician	24.22
30461 - Technical Writer I	22.38
30462 - Technical Writer II	27.39
30463 - Technical Writer III	29.27
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	(see 2) 18.66
30621 - Weather Observer, Senior	(see 2) 22.52
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.97
31030 - Bus Driver	11.77
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	14.96
31364 - Truckdriver, Tractor-Trailer	14.96
99000 - Miscellaneous Occupations	
99030 - Cashier	7.69
99050 - Desk Clerk	9.41
99095 - Embalmer	26.74
99251 - Laboratory Animal Caretaker I	10.09
99252 - Laboratory Animal Caretaker II	11.20
99310 - Mortician	26.74
99410 - Pest Controller	15.00
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	16.44
99730 - Refuse Collector	13.04
99810 - Sales Clerk	11.01
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	21.26
99831 - Surveying Aide	12.10
99832 - Surveying Technician	15.87
99840 - Vending Machine Attendant	11.83
99841 - Vending Machine Repairer	14.91
99842 - Vending Machine Repairer Helper	11.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 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)

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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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

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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 perform 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 I -- CONTRACT CLAUSES

I.1 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(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 10 days from expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 3 years.

(End of clause)

I.3 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 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.4 52.232-17 INTEREST OCTOBER 2008

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- (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.

(End of clause)

I.5 52.232-33

**PAYMENT BY ELECTRONIC FUNDS TRANSFER-
CENTRAL CONTRACTOR REGISTRATION**

OCTOBER 2003

As prescribed in 32.1110(a)(1), insert the following clause:

Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Government-wide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph(c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

I.7 52.239-01

PRIVACY OR SECURITY SAFEGUARDS

AUGUST 1996

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.8 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.

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(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.9 52.252-02

CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

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

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