

**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03/26/2010	2. CONTRACT NO. (If any)	6. SHIP TO:		
3. ORDER NO. DTMA4V10006	4. REQUISITION/REFERENCE NO.	a. NAME OF CONSIGNEE No Shipping Information		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DPO Acquisition 201 Mission Street, Suite 1800  San Francisco CA 94105-1905		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR DUNS # 08-343-7400		8. TYPE OF ORDER		
b. COMPANY NAME UTILITIES INSTRUMENTATION SERVICE INCORPORATED		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: QUOTE  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 306 N RIVER ST		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY YPSILANTI	e. STATE MI	f. ZIP CODE 48198-2809		
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail		10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE		04/16/2010		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Tammy Curnett				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$5,024.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Patricia L. Etridge TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 03/26/2010	CONTRACT NO.	ORDER NO. DTMA4V10006
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)						
0001	<p>NOTICE TO PROCEED IS 3/29/10 PRWR1000022</p> <p>REVERSE CURRENT REPAIRS</p> <p>ON THE TRAINING SHIP THE STATE OF MICHIGAN IN ACCORDANCE WITH THE ATTACHED SOW.</p> <p>POC: DAVE SOBOLEWSKI 231-995-3191</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>04/16/2010</td> <td>04/05/2010</td> <td>04/16/2010</td> </tr> </table> <p>Funding Information: - 2010 - X1750 - SMR 120 - SM - R107 - 0 - 0000 - 160000 - - - - 25431 - 6100 - 6600 - \$5,024.00</p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	04/16/2010	04/05/2010	04/16/2010	1.00	JOB	5,024.000	5,024.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
04/16/2010	04/05/2010	04/16/2010										
0002	<p>SUPPLEMENTAL WORK</p> <p>LINE ITEM NOT SEPARATELY PRICED - PRICE SUB LINE ITEMS</p> <p>ALL SUPPLEMENTAL WORK REQUIRES ADVANCE COTR WRITTEN APPROVAL.</p> <p>Funding Information:</p>	0.00	NSP	0.000	0.00							
0002AA	<p>SUPPLEMENTAL MATERIAL</p> <p>PER ATTACHED STATEMENT OF WORK THIS IS A NOT TO EXCEED AMOUNT. THE TOTAL ORDERED SHALL NOT EXCEED \$1,000.00 IN ACCORDANCE WITH SUPPLEMENTAL GROWTH REQUIREMENTS CLAUSE.</p>	0.00	NTE	1,000.000	0.00							

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$5,024.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 03/26/2010	CONTRACT NO.	ORDER NO. DTMA4V10006
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002AB	<p>SUPPLEMENTAL LABOR</p> <p>THIS IS A NOT TO EXCEED AMOUNT. THE TOTAL SHALL NOT EXCEED 20 MANHOURS TO BE ORDERED IN ACCORDANCE WITH SUPPLEMENTAL GROWTH REQUIREMENTS CLAUSE.</p> <p>YOUR COMPANY'S HOURLY LABOR RATE OFFERED FOR SUPPLEMENTAL REPAIR WORK WHICH SHALL BE A YARDWIDE COMPOSITE LABOR RATE TO INCLUDE ALL MANAGEMENT, SUPERVISION, OVERHEAD, G&amp;A, HANDLING CHARGES, FREIGHT AND PROFIT.</p> <p>VENDOR'S DUNS # 08-343-7400</p>	0.00	MH	132.000	0.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$0.00

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

STATEMENT OF WORK DTD 2/12/10  
TS STATE OF MICHIGAN

CLIN 0001 RADAR SYSTEMS

1.0 ABSTRACT

1.1 This item requires the contractor to provide system maintenance and verification of the installed shipboard Radar Systems.

2.0 REFERENCES:

2.1 Marine Radar Equipment Instruction manual, (available aboard ship).

3.0 ITEM LOCATION/DESCRIPTION

3.1 Location/Quantity

3.1.1 Location: Bridge and on top of Bridge

3.1.2 Quantity: Two (2) systems

3.2 Item Description/Manufacturers Data

3.2.1 Item Description: JMA-9303-CA Radar  
JMA-9252-6CA Radar

4.0 GOVERNMENT FURNISHED EQUIPMENT/MATERIAL/SERVICE/INFORMATION: None

5.0 NOTES

5.1 Assistance will be provided by GLMA to the extent practicable.

5.2 Any and all new work, not addressed by this work item, is subject to a change order and prior approval by MARAD DPO ACO. Contractor shall submit "As Found Condition Report" to MARAD COTR and Captain, denoting conditions found, together with estimates.

5.3 Upon completion of all work and testing, contractor shall obtain a signed completion report from the Captain. The signed completion report shall be included with the submission of invoice.

5.4 It is the responsibility of the Contractor to ensure that his bid covers the total scope of work specified and ensures allowance for all freight, installation, labor, and materials, including welding and fabrication, removal, and reinstallation of interferences.

5.5 Any discernment Contractor has that may interfere with the requirements of this work item as described shall be brought to the attention of MARAD DPO ACO.

5.6 Contractor shall tag out all affected equipment in accordance with the requirements of this Work Item.

6.0 STATEMENT OF WORK REQUIRED

6.1 Electronics

6.1.1 In accordance with Reference 2.1, contractor shall clean and inspect all equipment cabinets. Clean display face of the indicators. Clean all ventilation and cooling fan filters. Replace any lamps or bulbs found to be defective.

6.1.2 Check antenna pedestals. Perform the following maintenance checks.

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- a) Lubricate pedestals.
- b) Check/adjust belt tensions.
- c) Check/adjust sheave alignment.
- d) Inspect drive system.
- e) Inspect pedestal cover gaskets.
- 6.1.3 Perform performance verification procedure, in accordance with Reference 2.1, ensuring all manufacturers' specifications are complied with.
- 6.1.4 Provide the Captain with a type written report denoting findings of the above noted inspections, tests, and adjustments. All parts deemed necessary for replacement by the Captain shall be covered by a change order. All labor required for parts replacement shall be contractor furnished.
- 6.1.5 Upon completion of all tests, adjustments and parts replacements, perform operational test in accordance with Section 6.2.
- 6.2 Inspections/Tests
- 6.2.1 Upon completion of all requirements, as denoted in Section 6.1, contractor shall verify that equipment meets all design parameters.
- 6.2.2 The contractor shall conduct a complete operational test of the system, demonstrating the functionality of the radars, in all modes and functions, to the satisfaction of the Captain.
- 6.3 Manufacturers Representative
- 6.3.1 The contractor shall provide the services of a factory authorized JRC field service representative to perform the tests and adjustments required by this Work Item.
- 7.0 **QUALITY ASSURANCE REQUIRMENTS**
- 7.1 It is understood by the Contractor that the work herein specified is to be carried out expeditiously in a good and workmanlike manner and completed in all respects, leaving the vessel ready for sea; that material and workmanship used must be of the best quality throughout in accordance with best marine practice; that Contractor furnished material must generally conform in size, quality, and details to those originally in the vessel; that repairs must, in every respect, be made under the supervision and entire satisfaction of the Chief Engineer and Captain, all material, construction, and certification shall conform to "American Bureau of Shipping Rules for Building and Classing Steel Vessels" and the United States Coast Guard Rules and Regulations.
- 7.2 Any particulars in the Specification for the work involved are given for the guidance of the Contractor, who is however, to take his own particulars and dimensions, and to be responsible for same, in accordance with the intent of these Specifications.
- 8.0 **GENERAL REQUIREMENTS**
- 8.1 **DELIVERABLES**
- 8.1.1 Deliver to the Captain a typewritten report of any findings of discrepancies, with recommended corrective action, that may interfere with proper execution of contract.

**CLIN 0002 GPS & AIS INSTALLATION**

- 1.0 **ABSTRACT**
- 1.1 Contractor shall install a new Owner Furnished Automatic Identification System (AIS) and two (2) Global Positioning Systems (GPS) on board the TS STATE OF MICHIGAN, including all required ancillary interfaces and accessories needed to fully integrate the new installation with the ship's navigational system, including Silent Mode Enhancement feature.
- 2.0 **REFERENCES: None**
- 3.0 **ITEM LOCATION / DESCRIPTION/INFORMATION**
- 3.1 Display Units shall be installed and/or relocated in the Wheelhouse as designated by the Captain.
- 3.2 The vessel is outfitted with the following navigational equipment:
  - a) GPS Unit: Northstar - 941X
  - b) GPS Unit: Furuno - Navigator GP-3
  - c) GPS Unit: Trimble
  - d) AIS Unit: Furuno - FA100
  - e) Sperry Gyro: MK 227
- 4.0 **GOVERNMENT FURNISHED EQUIPMENT/MATERIALS/SERVICES/NOTES:**

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4.1 Assistance will be provided by GLMA to the extent practicable.

4.2 Owner Furnished Equipment:

- 1) (2) SaaB R4 DGPS Systems with accessories
- 2) SaaB R4 AIS System with accessories

4.3 All removed equipment shall be turned over to the Captain.

4.4 Any and all new work, not addressed by this work item, is subject to a change order and prior approval by MARAD DPO ACO. Contractor shall submit "As Found Condition Report" to MARAD COTR and Chief Engineer, denoting conditions found, together with estimates.

4.5 Upon completion of all work and testing, contractor shall obtain a signed completion report from the Captain. The signed completion report shall be included with the submission of invoice.

4.6 It is the responsibility of the Contractor to ensure that his bid covers the total scope of work specified and ensures allowance for all freight, installation, labor, and materials, including welding and fabrication, removal, and reinstallation of interferences.

4.7 Any discernment Contractor has that may interfere with the requirements of this work item as described shall be brought to the attention of MARAD DPO ACO.

4.8 Contractor shall tag out all affected equipment in accordance with the requirements of this Work Item.

5.0 STATEMENT OF WORK:

5.1 Contractor shall perform a turn-key installation of the AIS and GPS Systems, as well as full integration of the newly installed units with ships' navigational system.

5.2 Contractor shall deliver all equipment and material to the vessel to complete the installation and fully integrate with ships existing navigational equipment with new installation.

5.3 Contractor shall:

- a) Remove the existing Trimble GPS, including cabling and all associated accessories.
  - b) Remove the existing Furuno AIS, including cabling and all associated accessories.
  - c) Relocate the existing NorthStar GPS to a location as designated by the Captain
- 5.4 Using existing cableways and penetrations, install contractor furnished cables.

5.5 Contractor shall mount new antennas, in a location as designated, and hardwire to their respective units.

5.6 Take delivery of Owner Furnished GPS and AIS Units and install in locations as designated by the Captain.

Contractor shall also provide all required interface units, specialty cables, and adaptive components needed to properly integrate new equipment with ship navigational gear.

5.7 Perform all system alignment and calibrations in accordance with manufacturer's recommendations and Regulatory Body Requirements. Contractor shall ensure that all new and existing units are fully integrated with ships' navigational systems.

6.0 TESTS:

6.1 The contractor shall conduct a complete operational test of the system, demonstrating the new installation, in all modes and functions, to the satisfaction of the Captain, Chief Engineer, and attending Regulatory Body Representative(s).

6.2 The contractor will complete all of the required warranty certification and forms providing copies of each to the Captain and Chief Engineer.

7.0 QUALITY ASSURANCE REQUIREMENTS

7.1 All equipment, materials, and services are subject to inspection and approval by the Chief Engineer, Captain, and attending Regulatory Body representative(s).

7.2 It is understood by the Contractor that the work herein specified is to be carried out expeditiously in a good and workmanlike manner and completed in all respects, leaving the vessel ready for sea; that material and workmanship used must be of the best quality throughout in accordance with best marine practice; that Contractor furnished material must generally conform in size, quality, and details to those originally in the vessel; that repairs must, in every respect, be made under the supervision and entire satisfaction of the Chief Engineer and Captain, all material, construction, and certification shall conform to "American Bureau of Shipping Rules for Building and Classing Steel Vessels" and the United States Coast Guard Rules and Regulations.

7.3 Any particulars in the Specification for the work involved are given for the guidance of the Contractor, who is however, to take his own particulars and dimensions, and to be responsible for same, in accordance with the intent of these Specifications.

8.0 DELIVERABLES:

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- 8.1 Deliver to the Captain and Chief Engineer a typewritten report of any findings of discrepancies, with recommended corrective action, that may interfere with proper execution of contract.
- 8.2 Provide one (1) hour of operator training to the Captain and Chief Engineer concurrent with the successful completion of the installation.
- 8.3 Provide a final "as installed" typewritten report to the Captain and MARAD COTR.

## 2 SUPPLEMENTAL WORK REQUIREMENTS AND GROWTH

### SUPPLEMENTAL WORK REQUESTS

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.) (10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

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(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

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(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$5,000.00.

**SUPPLEMENTAL GROWTH REQUIREMENTS**

The labor rate offered in Section B under the Supplemental Repair Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for all supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.

**3 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

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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.

(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.

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(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.

(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.

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(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.

(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

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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.

4      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO      FEBRUARY 2010**  
**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).

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\_\_\_ (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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (4) 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).

\_\_\_ (5) [Reserved]

\_\_\_ (6)(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.

\_\_\_ (7)(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.

\_\_\_ (8) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (9)(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.

\_\_\_X\_ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (11) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (12)(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.

\_\_\_ (13) 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).

\_\_\_ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

\_\_\_ (17) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (18) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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- (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (21) 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).
- (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (23) 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).
- (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (25) 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.)
- (26)(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)).
- (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (28)(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.
- (29) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (30)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (31) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (32) 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).
- (33) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (34) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (35) 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)).
- (36) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (37) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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\_\_\_ (38) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (40) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (41)(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.

(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:

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

X (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) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

\_\_\_ (5) 52.222-51, 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) 52.237-11, 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.

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

(iv) 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).

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

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

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

(viii) 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)).

(ix) 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.).

(x) 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.).

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

(xii) 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)

## 5 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

### CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

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(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

## 6 DPO INVOICING REQUIREMENTS

### INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov), with copy to [MARADWRInvoices@dot.gov](mailto:MARADWRInvoices@dot.gov)

Electronic invoices shall conform to the following criteria, or be subject to rejection:

a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.

b. The e-mail subject shall include the contract/purchase order number and invoice number.

c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch  
AMZ-150  
PO Box 25710

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Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch  
 AMZ-150  
 6500 S MacArthur Blvd.  
 Oklahoma City, OK 73169

7 WD- GRAND TRAVERSE WD05-2271 REV8 DTD 6/23/09

WD 05-2271 (Rev.-8) was first posted on www.wdol.gov on 06/23/2009

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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.: 2005-2271

Shirley F. Ebbesen Division of | Revision No.: 8  
 Director Wage Determinations| Date Of Revision: 06/17/2009

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State: Michigan

Area: Michigan Counties of Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Wexford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.75	
01012 - Accounting Clerk II	15.45	
01013 - Accounting Clerk III	17.53	
01020 - Administrative Assistant	18.45	
01040 - Court Reporter	16.51	
01051 - Data Entry Operator I	12.18	
01052 - Data Entry Operator II	13.58	
01060 - Dispatcher, Motor Vehicle	15.61	
01070 - Document Preparation Clerk	12.72	

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01090 - Duplicating Machine Operator	12.72
01111 - General Clerk I	11.12
01112 - General Clerk II	12.12
01113 - General Clerk III	14.69
01120 - Housing Referral Assistant	18.42
01141 - Messenger Courier	10.57
01191 - Order Clerk I	13.15
01192 - Order Clerk II	14.36
01261 - Personnel Assistant (Employment) I	15.21
01262 - Personnel Assistant (Employment) II	17.00
01263 - Personnel Assistant (Employment) III	18.97
01270 - Production Control Clerk	22.01
01280 - Receptionist	10.99
01290 - Rental Clerk	12.45
01300 - Scheduler, Maintenance	14.77
01311 - Secretary I	14.77
01312 - Secretary II	16.51
01313 - Secretary III	18.42
01320 - Service Order Dispatcher	13.70
01410 - Supply Technician	18.29
01420 - Survey Worker	14.46
01531 - Travel Clerk I	12.28
01532 - Travel Clerk II	13.34
01533 - Travel Clerk III	14.44
01611 - Word Processor I	13.15
01612 - Word Processor II	14.77
01613 - Word Processor III	16.51
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.06
05010 - Automotive Electrician	14.68
05040 - Automotive Glass Installer	14.14
05070 - Automotive Worker	14.14
05110 - Mobile Equipment Servicer	13.06
05130 - Motor Equipment Metal Mechanic	15.19
05160 - Motor Equipment Metal Worker	14.14
05190 - Motor Vehicle Mechanic	18.02
05220 - Motor Vehicle Mechanic Helper	12.45
05250 - Motor Vehicle Upholstery Worker	13.65
05280 - Motor Vehicle Wrecker	14.14
05310 - Painter, Automotive	14.68
05340 - Radiator Repair Specialist	14.14
05370 - Tire Repairer	12.62
05400 - Transmission Repair Specialist	15.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.91
07041 - Cook I	10.33
07042 - Cook II	10.92
07070 - Dishwasher	8.39
07130 - Food Service Worker	8.89
07210 - Meat Cutter	13.25
07260 - Waiter/Waitress	8.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.10

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09040 - Furniture Handler	12.38
09080 - Furniture Refinisher	16.15
09090 - Furniture Refinisher Helper	13.70
09110 - Furniture Repairer, Minor	15.02
09130 - Upholsterer	16.10
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.81
11060 - Elevator Operator	10.81
11090 - Gardener	13.55
11122 - Housekeeping Aide	9.23
11150 - Janitor	11.90
11210 - Laborer, Grounds Maintenance	12.04
11240 - Maid or Houseman	8.19
11260 - Pruner	11.29
11270 - Tractor Operator	13.28
11330 - Trail Maintenance Worker	12.04
11360 - Window Cleaner	12.36
12000 - Health Occupations	
12010 - Ambulance Driver	16.04
12011 - Breath Alcohol Technician	16.18
12012 - Certified Occupational Therapist Assistant	18.70
12015 - Certified Physical Therapist Assistant	18.70
12020 - Dental Assistant	15.39
12025 - Dental Hygienist	24.83
12030 - EKG Technician	24.53
12035 - Electroneurodiagnostic Technologist	24.53
12040 - Emergency Medical Technician	16.04
12071 - Licensed Practical Nurse I	14.47
12072 - Licensed Practical Nurse II	16.18
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	11.86
12130 - Medical Laboratory Technician	17.49
12160 - Medical Record Clerk	15.63
12190 - Medical Record Technician	17.48
12195 - Medical Transcriptionist	13.71
12210 - Nuclear Medicine Technologist	34.28
12221 - Nursing Assistant I	10.60
12222 - Nursing Assistant II	11.91
12223 - Nursing Assistant III	13.00
12224 - Nursing Assistant IV	14.60
12235 - Optical Dispenser	15.49
12236 - Optical Technician	13.84
12250 - Pharmacy Technician	14.11
12280 - Phlebotomist	14.60
12305 - Radiologic Technologist	21.34
12311 - Registered Nurse I	23.13
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	34.84
12315 - Registered Nurse III, Anesthetist	34.84
12316 - Registered Nurse IV	41.76
12317 - Scheduler (Drug and Alcohol Testing)	20.05
13000 - Information And Arts Occupations	

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13011 - Exhibits Specialist I		19.64	
13012 - Exhibits Specialist II		22.75	
13013 - Exhibits Specialist III		27.51	
13041 - Illustrator I		19.64	
13042 - Illustrator II		22.75	
13043 - Illustrator III		27.51	
13047 - Librarian		24.92	
13050 - Library Aide/Clerk		11.22	
13054 - Library Information Technology Systems Administrator			22.48
13058 - Library Technician		15.72	
13061 - Media Specialist I		15.75	
13062 - Media Specialist II		18.14	
13063 - Media Specialist III		20.24	
13071 - Photographer I		16.77	
13072 - Photographer II		18.75	
13073 - Photographer III		23.23	
13074 - Photographer IV		27.78	
13075 - Photographer V		29.54	
13110 - Video Teleconference Technician			16.22
14000 - Information Technology Occupations			
14041 - Computer Operator I		13.95	
14042 - Computer Operator II		15.60	
14043 - Computer Operator III		17.41	
14044 - Computer Operator IV		19.33	
14045 - Computer Operator V		21.41	
14071 - Computer Programmer I	(see 1)	18.55	
14072 - Computer Programmer II	(see 1)	23.00	
14073 - Computer Programmer III	(see 1)		
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)	22.29	
14102 - Computer Systems Analyst II	(see 1)	26.96	
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator		13.95	
14160 - Personal Computer Support Technician			19.33
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			22.27
15020 - Aircrew Training Devices Instructor (Rated)			26.96
15030 - Air Crew Training Devices Instructor (Pilot)			31.54
15050 - Computer Based Training Specialist / Instructor			23.54
15060 - Educational Technologist		23.69	
15070 - Flight Instructor (Pilot)		31.54	
15080 - Graphic Artist		18.59	
15090 - Technical Instructor		20.15	
15095 - Technical Instructor/Course Developer			23.54
15110 - Test Proctor		15.54	
15120 - Tutor		15.54	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			
16010 - Assembler		9.51	
16030 - Counter Attendant		9.51	
16040 - Dry Cleaner		12.85	
16070 - Finisher, Flatwork, Machine			9.51
16090 - Presser, Hand		9.51	

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16110 - Presser, Machine, Drycleaning	9.51	
16130 - Presser, Machine, Shirts	9.51	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.51	
16190 - Sewing Machine Operator	13.99	
16220 - Tailor	15.08	
16250 - Washer, Machine	10.61	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	22.03	
19040 - Tool And Die Maker	25.30	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	20.74	
21030 - Material Coordinator	22.01	
21040 - Material Expediter	22.01	
21050 - Material Handling Laborer	14.43	
21071 - Order Filler	11.50	
21080 - Production Line Worker (Food Processing)	20.74	
21110 - Shipping Packer	19.25	
21130 - Shipping/Receiving Clerk	19.25	
21140 - Store Worker I	14.13	
21150 - Stock Clerk	17.12	
21210 - Tools And Parts Attendant	20.74	
21410 - Warehouse Specialist	20.74	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	22.36	
23021 - Aircraft Mechanic I	21.50	
23022 - Aircraft Mechanic II	22.36	
23023 - Aircraft Mechanic III	23.26	
23040 - Aircraft Mechanic Helper	17.38	
23050 - Aircraft, Painter	22.01	
23060 - Aircraft Servicer	19.06	
23080 - Aircraft Worker	19.73	
23110 - Appliance Mechanic	17.86	
23120 - Bicycle Repairer	12.62	
23125 - Cable Splicer	23.56	
23130 - Carpenter, Maintenance	20.90	
23140 - Carpet Layer	18.19	
23160 - Electrician, Maintenance	27.70	
23181 - Electronics Technician Maintenance I	20.98	
23182 - Electronics Technician Maintenance II	21.93	
23183 - Electronics Technician Maintenance III	22.86	
23260 - Fabric Worker	19.12	
23290 - Fire Alarm System Mechanic	21.79	
23310 - Fire Extinguisher Repairer	18.24	
23311 - Fuel Distribution System Mechanic	23.97	
23312 - Fuel Distribution System Operator	20.09	
23370 - General Maintenance Worker	17.93	
23380 - Ground Support Equipment Mechanic	22.22	
23381 - Ground Support Equipment Servicer	19.06	
23382 - Ground Support Equipment Worker	19.73	
23391 - Gunsmith I	17.93	
23392 - Gunsmith II	19.74	
23393 - Gunsmith III	21.50	
23410 - Heating, Ventilation And Air-Conditioning	21.50	

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Mechanic		
23411 - Heating, Ventilation And Air Contditioning		22.22
Mechanic (Research Facility)		
23430 - Heavy Equipment Mechanic		20.71
23440 - Heavy Equipment Operator		20.58
23460 - Instrument Mechanic		21.79
23465 - Laboratory/Shelter Mechanic		20.62
23470 - Laborer	14.43	
23510 - Locksmith	20.90	
23530 - Machinery Maintenance Mechanic		21.79
23550 - Machinist, Maintenance		21.50
23580 - Maintenance Trades Helper		14.34
23591 - Metrology Technician I		21.79
23592 - Metrology Technician II		22.68
23593 - Metrology Technician III		23.58
23640 - Millwright	28.14	
23710 - Office Appliance Repairer		19.00
23760 - Painter, Maintenance		19.95
23790 - Pipefitter, Maintenance		23.89
23810 - Plumber, Maintenance		22.22
23820 - Pneudraulic Systems Mechanic		21.79
23850 - Rigger	21.79	
23870 - Scale Mechanic		20.01
23890 - Sheet-Metal Worker, Maintenance		24.41
23910 - Small Engine Mechanic		20.71
23931 - Telecommunications Mechanic I		21.50
23932 - Telecommunications Mechanic II		22.36
23950 - Telephone Lineman		20.65
23960 - Welder, Combination, Maintenance		22.10
23965 - Well Driller	21.79	
23970 - Woodcraft Worker		21.79
23980 - Woodworker		17.93
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		9.00
24580 - Child Care Center Clerk		11.24
24610 - Chore Aide	10.48	
24620 - Family Readiness And Support Services Coordinator		12.19
24630 - Homemaker		12.48
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		24.76
25040 - Sewage Plant Operator		18.57
25070 - Stationary Engineer		24.76
25190 - Ventilation Equipment Tender		17.02
25210 - Water Treatment Plant Operator		17.86
27000 - Protective Service Occupations		
27004 - Alarm Monitor		17.04
27007 - Baggage Inspector		11.88
27008 - Corrections Officer		20.44
27010 - Court Security Officer		20.76
27030 - Detection Dog Handler		16.73
27040 - Detention Officer		20.44
27070 - Firefighter	18.59	

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27101 - Guard I	11.88	
27102 - Guard II	16.73	
27131 - Police Officer I	23.25	
27132 - Police Officer II	25.85	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	9.99	
28042 - Carnival Equipment Repairer	10.41	
28043 - Carnival Equipment Worker	8.50	
28210 - Gate Attendant/Gate Tender	14.00	
28310 - Lifeguard	11.56	
28350 - Park Attendant (Aide)	15.66	
28510 - Recreation Aide/Health Facility Attendant		12.21
28515 - Recreation Specialist	16.06	
28630 - Sports Official	12.47	
28690 - Swimming Pool Operator	17.16	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.91	
29020 - Hatch Tender	22.91	
29030 - Line Handler	22.91	
29041 - Stevedore I	21.88	
29042 - Stevedore II	23.94	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		26.69
30021 - Archeological Technician I	11.47	
30022 - Archeological Technician II	12.06	
30023 - Archeological Technician III	16.27	
30030 - Cartographic Technician	22.19	
30040 - Civil Engineering Technician	22.19	
30061 - Drafter/CAD Operator I	16.01	
30062 - Drafter/CAD Operator II	17.91	
30063 - Drafter/CAD Operator III	19.97	
30064 - Drafter/CAD Operator IV	24.57	
30081 - Engineering Technician I	14.70	
30082 - Engineering Technician II	16.48	
30083 - Engineering Technician III	18.44	
30084 - Engineering Technician IV	22.85	
30085 - Engineering Technician V	27.93	
30086 - Engineering Technician VI	29.98	
30090 - Environmental Technician	22.15	
30210 - Laboratory Technician	21.97	
30240 - Mathematical Technician	22.19	
30361 - Paralegal/Legal Assistant I	18.52	
30362 - Paralegal/Legal Assistant II	22.93	
30363 - Paralegal/Legal Assistant III	28.06	
30364 - Paralegal/Legal Assistant IV	33.95	
30390 - Photo-Optics Technician	22.19	
30461 - Technical Writer I	20.97	
30462 - Technical Writer II	25.64	
30463 - Technical Writer III	28.13	
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03

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30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 3)	19.97
30621 - Weather Observer, Senior (see 3)	21.29
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.30
31030 - Bus Driver	15.41
31043 - Driver Courier	14.35
31260 - Parking and Lot Attendant	11.54
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	15.05
31363 - Truckdriver, Heavy	19.28
31364 - Truckdriver, Tractor-Trailer	19.28
99000 - Miscellaneous Occupations	
99030 - Cashier	9.00
99050 - Desk Clerk	9.45
99095 - Embalmer	25.36
99251 - Laboratory Animal Caretaker I	11.79
99252 - Laboratory Animal Caretaker II	12.41
99310 - Mortician	27.17
99410 - Pest Controller	16.40
99510 - Photofinishing Worker	12.86
99710 - Recycling Laborer	17.08
99711 - Recycling Specialist	18.17
99730 - Refuse Collector	15.09
99810 - Sales Clerk	10.34
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	19.26
99831 - Surveying Aide	11.45
99832 - Surveying Technician	17.13
99840 - Vending Machine Attendant	14.58
99841 - Vending Machine Repairer	17.93
99842 - Vending Machine Repairer Helper	16.08

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**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 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

**THE OCCUPATIONS WHICH HAVE 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) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **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

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regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

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

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

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"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 conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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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.