

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 05/27/2010		2. CONTRACT NO. (If any)		6. SHIP TO: John Hickey		
3. ORDER NO. DTMA3V10015		4. REQUISITION/REFERENCE NO. PRBRF100020		a. NAME OF CONSIGNEE DOT/Maritime Administration, DGO - Beaumont Reserve Fleet		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223  New Orleans LA 70130-3394				b. STREET ADDRESS 2600 Amoco Road		
c. CITY Beaumont		d. STATE TX	e. ZIP CODE 77705			
7. TO: a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME FK FAB Group, L.L.C.				8. TYPE OF ORDER		
c. STREET ADDRESS 1907 Engineers Road				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____  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.		<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 Belle Chasse		e. STATE LA	f. ZIP CODE 70037-3120			
9. ACCOUNTING AND APPROPRIATION DATA 2010 - - X4303 - RRF - 9 - 7076 - - FCM00 - 000000 - 70 - 106170 - 76 - FCM0 - 25410 - 6100 - 6600 -				10. REQUISITIONING OFFICE DOT/Maritime Administration, DGO - Beaumont Reserve Fleet		
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 <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					Destination	
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION Destinanti		b. ACCEPTANCE Destination				

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)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO: No Contacts Identified						
	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		\$79,885.00	

22. UNITED STATES OF AMERICA BY (Signature) <i>Aline Smith</i>			23. NAME (Typed) Aline Smith TITLE: CONTRACTING/ORDERING OFFICER		
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 05/27/2010	CONTRACT NO.	ORDER NO. DTMA3V10015
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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>TANK VENT RENEWALS</p> <p>The contractor shall crop flush with the deck; renew in kind 14 tank vents located on Main Deck port and stbd sides. Tanks vent identification as follows:</p> <ol style="list-style-type: none"> <li>#1 Fuel oil tank vent stbd side Frame # 27</li> <li>#2 fuel oil tank vent port side frame # 28</li> <li>#3 fuel oil tank vent port side frame # 28</li> <li>#4 fuel oil tank vent port side frame # 32</li> <li>#4 fuel oil tank vent stbd side frame # 30</li> <li>#3 ballast tank vent stbd side frame # 26</li> <li>#4 ballast tank vent port side frame # 31</li> <li>#4 ballast tank vent stbd side frame # 31</li> <li>Steering gear compartment vent stbd side frame # 52</li> <li>Potable water vent port side frame # 44</li> <li>Main Engine Lube Oil tank vent port side frame # 32</li> <li>Hydraulic Oil tank vent port side frame # 32</li> <li>Gear Oil tank vent port side frame # 32</li> <li>Fuel day tank vent port side frame # 32</li> </ol> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	36,765.000	36,765.00	
0002	<p>TANK TOP RENEWALS</p> <p>The contractor shall renew in kind 5 Tank tops and covers located on the main deck port and starboard sides. Tank Top identification as follows:</p> <ol style="list-style-type: none"> <li>#1 Fuel Oil tank, aft. access stbd. side Frame # 26</li> <li>#1 Fuel Oil tank, fwd. access stbd. side frame # 23</li> <li>#1 Fuel Oil tank, aft. access port. side Frame # 27</li> <li>#1 Fuel Oil tank, aft. access port. side Frame # 27</li> <li>#2 Fuel Oil tank access port side frame # 28</li> <li>Fuel Oil Day tank access port side frame # 32</li> </ol> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	16,915.000	16,915.00	
0003	<p>CONTAINMENT BARRIER RENEWALS</p> <p>The contractor shall crop flush with the deck; renew in kind 4 each Containment Barriers. Located on the main deck port and stbd sides frames Fwd. 25-28 Aft. 31-34 Containments approximately 1' X 6'</p> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	3,517.000	3,517.00	
0004	<p>FIRE MAIN RENEWALS</p> <p>The contractor shall remove existing fire main and renew with like materials approximately 40' of 3 ½ " pipe located on the main deck port side next to stack. Remove and replace one fire main valve located on stbd side next to stack.</p> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	2,100.000	2,100.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$59,297.00

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

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DATE OF ORDER 05/27/2010	CONTRACT NO.	ORDER NO. DTMA3V10015
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0005	<p>SOUNDING PIPE RENEWALS</p> <p>The contractor shall crop flush with deck and renew in kind 3 sounding tube pipes. Sounding tube identification as follows:</p> <ol style="list-style-type: none"> <li>Fuel Oil Day tank sounding tube port side frame # 32</li> <li>#1 Fuel tank sounding tube port side frame # 27</li> <li>#2 fuel tank sounding tube port side frame # 27</li> </ol> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	7,408.000	7,408.00	
0006	<p>FILL PIPE RENEWALS</p> <p>The contractor shall crop flush with deck and dead end with blank welded at the deck level. Fill pipes identification as follows:</p> <ol style="list-style-type: none"> <li>Fuel Oil and fill and discharge, port side frame # 32</li> <li>Detergent fill, port side frame # 32</li> <li>Gear oil fill, port side frame # 32</li> <li>Potable water fill, port side frame # 44</li> </ol> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	8,489.000	8,489.00	
0007	<p>ANCHORING RINGS RENEWALS</p> <p>The contractor shall crop flush with deck and replace with like material.</p> <ol style="list-style-type: none"> <li>Port and stbd anchoring rings frame # 51</li> </ol> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	2,987.000	2,987.00	
0008	<p>STEEL PREPARATION</p> <p>The contractor shall grit blast all steel and fittings to the standard dictated by SSPC SP10 Near-White Metal Blast.</p> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	500.000	500.00	
0009	<p>COATING APPLICATIONS:</p> <p>The contractor shall coat all steel renewals with International Waterborne paint in contrasting shades with the final coat being black. A total of three coats shall be applied to all steel renewals and fittings. Each coat shall be a minimum of four (4) mils DFT allowing six (6) hour drying (cure) time between coats.</p> <p align="center"><i>Start Date</i>                      <i>End Date</i> 06/01/2010                      07/09/2010</p> <p>Reference Requisition: PRBRF100020</p>	1.00	JOB	1,204.000	1,204.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$20,588.00

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

- 1. GENERAL
- 2. STATEMENT OF WORK
- 3. REFERENCES
- 4. ITEM AND WORK LOCATION/DESCRIPTION
- 5. GOVERNMENT FURNISHED ITEMS
- 6. DESCRIPTION OF LINE ITEMS

- 6.1 Tank Vent Renewals
- 6.2 Tank Top Renewals
- 6.3 Containment Barrier Renewals
- 6.4 Fire Main Renewals
- 6.5 Sounding pipe Renewals
- 6.6 Fill pipe Renewals
- 6.7 Anchoring ring Renewals
- 6.8 Steel Preparation
- 6.9 Coating Applications

7. PERFORMANCE CRITERIA/DELIVERABLES

1. GENERAL :

This outlines general requirements applicable to all renewals undertaken in this contract and any changes thereto negotiated unless modified or excluded in a particular specification. The intent of this item is to crop out, renew and install new Tank Vents, Tank Tops, Containment Barriers, Fire Main, Sounding Pipes, Fill Pipes, and Anchoring Rings. The work shall include steel preparation and painting prior to installation of the above items.

2. STATEMENT OF WORK:

- 2.1 The contractor shall provide all labor, equipment, materials, engineering and structural calculations to accomplish the specification(s).
- 2.2 The contractor shall obtain all applicable Insurance's, Marine Chemist certificates, and permits required by law to accomplish the specification(s).
- 2.3 The contractor shall include all removals required to gain access to accomplish the repairs, renewals and additions enumerated herein.
- 2.4 The contractor shall replace all removals for access.
- 2.5 The contractor shall provide fire protection, firewatch services and equipment to protect the vessel and personnel.
- 2.6 The contractor shall take measurements of dimensions and proportions to accurately carry out these repairs. Measurements referred to in the specification(s) are estimates given for identification and general guidance only.
- 2.7 Materials or equipment identified in these specifications may be substituted with equivalent products with the Fleet Representative's approval.

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- 2.8 The contractor shall dispose of all waste as per local, state and federal regulations. Copies of disposal documentation, if required, shall be delivered to the Fleet Environmental Officer.
- 2.9 The contractor shall clean and restore all areas disturbed by work outlined in the specification(s) as original.
- 2.10 The contractor shall maintain the vessel in a safe and clean condition.
- 2.11 The vessel is required to remain in a 48-hour readiness status while undergoing these repairs. The contractor shall plan and carry out this contract so that in the event of a National Defense emergency requiring the vessel be operational such can be accomplished in the readiness period. In such an event, remaining work scope will be terminated and overtime labor and extra costs will be negotiated as a change order to the contract.
- 2.12 The contractor shall make all removals and all renewals at the Beaumont Reserve Fleet while the vessel lay alongside the fleet shore side dock.

3. REFERENCES:

- 3.1 M/V Barbara Lois annotated photo layout of the area and items to be renewed

4. ITEM AND WORK LOCATION/ DESCRIPTION:

4.1 LOCATION:

- 4.1.1 Main Deck , from Fr. 26 to Fr.52 Port and Starboard side.

4.2 DESCRIPTION:

- 4.2.1 Main Deck, Tank Vents, Tank Tops, Containments, and Fire main, sounding pipes, fill pipes, and anchoring rings.

- 4.3 WORK LOCATION - See Par 2.12.

5. GOVERNMENT FURNISHED EQUIPMENT/MATERIAL/SERVICES:

- 5.1 EQUIPMENT: None  
5.2 MATERIALS: None  
5.3 SERVICES: None

6. DESCRIPTION OF LINE ITEMS:

6.1 TANK VENT RENEWALS:

The contractor shall crop flush with the deck; renew in kind 14 tank vents located on Main Deck port and stbd sides. Tanks vent identification as follows:

1. #1 Fuel oil tank vent stbd side Frame # 27
2. #2 fuel oil tank vent port side frame # 28
3. #3 fuel oil tank vent port side frame # 28
4. #4 fuel oil tank vent port side frame # 32
5. #4 fuel oil tank vent stbd side frame # 30
6. #3 ballast tank vent stbd side frame # 26
7. #4 ballast tank vent port side frame # 31
8. #4 ballast tank vent stbd side frame # 31
9. Steering gear compartment vent stbd side frame # 52
10. Potable water vent port side frame # 44
11. Main Engine Lube Oil tank vent port side frame # 32
12. Hydraulic Oil tank vent port side frame # 32
13. Gear Oil tank vent port side frame # 32
14. Fuel day tank vent port side frame # 32

6.2 TANK TOP RENEWALS:

The contractor shall renew in kind 5 Tank tops and covers located on the main deck port and starboard sides. Tank Top identification as follows:

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1. #1 Fuel Oil tank, aft. access stbd. side Frame # 26
2. #1 Fuel Oil tank, fwd. access stbd. side frame # 23
3. #1 Fuel Oil tank, aft. access port. side Frame # 27
4. #1 Fuel Oil tank, aft. access port. side Frame # 27
5. #2 Fuel Oil tank access port side frame # 28
6. Fuel Oil Day tank access port side frame # 32

6.3 CONTAINMENT BARRIER RENEWALS:

The contractor shall crop flush with the deck; renew in kind 4 each Containment Barriers. Located on the main deck port and stbd sides frames Fwd. 25-28 Aft. 31-34  
Containments approximately 1' X 6'

6.4 FIRE MAIN RENEWALS:

The contractor shall remove existing fire main and renew with like materials approximately 40' of 3 ½ " pipe located on the main deck port side next to stack. Remove and replace one fire main valve located on stbd side next to stack.

6.5 SOUNDING PIPE RENEWALS:

The contractor shall crop flush with deck and renew in kind 3 sounding tube pipes. Sounding tube identification as follows:

1. Fuel Oil Day tank sounding tube port side frame # 32
2. #1 Fuel tank sounding tube port side frame # 27
3. #2 fuel tank sounding tube port side frame # 27

6.6 FILL PIPE RENEWALS:

The contractor shall crop flush with deck and dead end with blank welded at the deck level. Fill pipes identification as follows:

1. Fuel Oil and fill and discharge, port side frame # 32
2. Detergent fill, port side frame # 32
3. Gear oil fill, port side frame # 32
4. Potable water fill, port side frame # 44

6.7 ANCHORING RINGS RENEWALS:

The contractor shall crop flush with deck and replace with like material.

1. Port and stbd anchoring rings frame # 51

6.8 STEEL PREPARATION

The contractor shall grit blast all steel and fittings to the standard dictated by SSPC SP10 Near-White Metal Blast.

6.9 COATING APPLICATIONS:

The contractor shall coat all steel renewals with International Waterborne paint in contrasting shades with the final coat being black. A total of three coats shall be applied to all steel renewals and fittings. Each coat shall be a minimum of four (4) mils DFT allowing six (6) hour drying (cure) time between coats.

7. PERFORMANCE CRITERIA/DELIVERABLES:

- 7.1 This work scope shall be completed within 30 days of notice to proceed.
- 7.2 Notify the Fleet Representative by condition report of any conditions which may impact the completion of the work scope.

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CONTRACTOR SHALL SPECIFY THE NUMBER OF DAYS REQUIRED TO ACCOMPLISH THE WORK OUTLINED IN THESE SPECIFICATIONS.

CALENDAR DAYS:

WORKING DAYS:

ADDITIONAL WORK ABOVE THE ORIGINAL CONTRACT SPECIFICATIONS WILL CONSTITUTE A CHANGE TO THE CONTRACT AND WILL BE NEGOTIATED, AND BECOME AN AMENDMENT TO THE CONTRACT BY MUTUAL AGREEMENT. REDUCTION OF ANY ITEM BEFORE COMPLETION OF SAME WILL CONSTITUTE A CHANGE TO THE CONTRACT AND WILL BE NEGOTIATED, AND BECOME AN AMENDMENT TO THE CONTRACT BY MUTUAL AGREEMENT.

THE MARITIME ADMINISTRATION RESERVES THE RIGHT TO REDUCE OR CANCEL ANY ITEM AT ANY TIME.

2      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-

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- (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.
- (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—

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- (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.
- (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

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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 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.

3      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO      APRIL 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)

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(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.)

\_\_\_ (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]

x (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).

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- \_\_\_ (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)).
- x\_\_\_ (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).
- x\_\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- x\_\_\_ (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).
- \_\_\_ (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) 52.222-54, 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.)
- \_\_\_ (27)(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)).
- \_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_(29)(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.
- \_\_\_ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (31)(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.
- \_\_\_ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (33) 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).
- \_\_\_ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 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)).

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(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x

(38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

x  (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)(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:

[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.

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

#### 4 WAGE RATES

WD 05-2505 (Rev.-10) was first posted on [www.wdol.gov](http://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  
|

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Shirley F. Ebbesen | Wage Determination No.: 2005-2505  
 Director | Division of | Revision No.: 10  
 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	
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	

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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
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

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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)		
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	

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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	
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	

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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	
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	

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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	
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	(see 2)	18.66
Surface Programs		
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	

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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

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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 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

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

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

**THE OCCUPATIONS WHICH HAVE 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

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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 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 \*\*

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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 link 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

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authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.223-06 DRUG-FREE WORKPLACE

MAY 2001

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

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(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## I.2 52.223-14 TOXIC CHEMICAL RELEASE REPORTING

AUGUST 2003

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

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(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

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 52.232-01 PAYMENTS

APRIL 1984

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

(a) The amount due on the deliveries warrants it; or

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

I.5      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.6      52.243-01      CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I      APRIL 1984  
ALT I

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(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.7      52.252-02      CLAUSES INCORPORATED BY REFERENCE      FEBRUARY 1998

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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>