

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | |
|--|--|---|----------------|---|
| 1. DATE OF ORDER 08/28/2009 | 2. CONTRACT NO. (If any) | 6. SHIP TO: Laura Antlick | | |
| 3. ORDER NO. DTMA5P09331 | 4. REQUISITION/REFERENCE NO. PDCS09-04A | a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY | | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy (Procurement) MMA-5206, Division of Procurement | | b. STREET ADDRESS Professional Development & Career Services | | |
| Kings Point NY 11024-1699 | | c. CITY Kings Point | d. STATE NY | e. ZIP CODE 11024-1699 |
| 7. TO: | | f. SHIP VIA | | |
| a. NAME OF CONTRACTOR | | 8. TYPE OF ORDER | | |
| b. COMPANY NAME ISIS STAFFING SOLUTIONS INC. | | <input checked="" type="checkbox"/> a. PURCHASE | | <input type="checkbox"/> |
| c. STREET ADDRESS 50 Clinton Street, Suite 600 | | REFERENCE YOUR: | | 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 Hempstead | e. STATE NY | f. ZIP CODE 11550-4217 | | 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. |
| 9. ACCOUNTING AND APPROPRIATION DATA 7009 - 1750 - MA2009 - 1INP000 - 00 - 7000 - 05 - 312002521 - 5610066 - 00 - - - - | | 10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY | | |

| | | | | | |
|---|--|---|--|--------------------|--|
| 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 USMMA KINGS POINT, NY | b. ACCEPTANCE USMMA KINGS POINT, NY | | | | |

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: Justin Breeden | | | | |
| | a. NAME USMMA A/P Branch, AMZ-160 | | | | |
| | b. STREET ADDRESS (or P.O. Box) USMMA A/P Branch, AMZ-160, PO Box 25710 | | | | |
| | c. CITY Oklahoma City | d. STATE OK | e. ZIP CODE 73125 | | \$18,834.00 |
| | | | | | 17(i) GRAND TOTAL |

| | |
|--|---|
| 22. UNITED STATES OF AMERICA BY (Signature) <i>Max Diah</i> | 23. NAME (Typed) Max Diah TITLE: CONTRACTING/ORDERING OFFICER |
|--|---|

**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.

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|-----------------------------|--------------|--------------------------|
| DATE OF ORDER 08/28/2009 | CONTRACT NO. | ORDER NO. DTMA5P09331 |
|-----------------------------|--------------|--------------------------|

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001 | <p><i>DUNS: 781010025</i> <i>REMIT TO: SAME AS ABOVE</i></p> <p>PRIVATE SECTOR TEMPORARY SECRETARY I- FULL TIME</p> <p>The contractor shall provide an Experienced Temporary Secretary I to work in the Department of Professional Development and Career Services located at the U.S. Merchant Marine Academy, Kings Point, NY. All work shall be performed in accordance with the attached Statement of Work (SOW).</p> <p>The contract shall commence August 31, 2009 and end on or before December 15, 2009. The work schedule is Monday- Friday, 8:00 A.M. - 4:30 P.M. with one half hour for lunch. The total amount of work days shall not exceed 73 or approximately 584 regular hours. Contractor personnel shall be paid only for actual hours worked.</p> <p>52.232-18 AVAILABILITY OF FUNDS. (Apr 1984) Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p align="center"><i>Start Date End Date</i> 08/31/2009 12/15/2009</p> <p>Reference Requisition: PDCS09-04A</p> <p><i>CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST</i> <i>516-773-5805</i> <i>INVOICE INQUIRIES: BARBARA MARTOS</i> <i>405-954-1219</i></p> | 584.00 | HR | 32.250 | 18,834.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$18,834.00

| | | | |
|---|--------------------------------|------------------------------|----------------|
| Contract Level Funding Summary | Document Number DTMA5P09331 | Title TEMPORARY SECRETARY | Page 4 of 9 |
|---|--------------------------------|------------------------------|----------------|

7009 - 1750 - MA2009 - 1INP000 - 00 - 7000 - 05 - 312002521 - 5610066 - 00 - - - - -

\$18,834.00

Reference Requisition: PDCS09-04A

Total Funding: \$18,834.00

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

| Clause | Title | Date |
|-----------|---|------------|
| 52.212-03 | Offeror Representations and Certifications - Commercial Items | July 2009 |
| 52.212-04 | Contract Terms and Conditions--Commercial Items | March 2009 |

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

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

___ (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).

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- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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___ (28)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-05, Trade Agreements (JUNE 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O's, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ X ___ (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ X ___ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(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.).

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

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

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

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

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(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)

ATTACHMENT 1

**STATEMENT OF WORK FOR A TEMPORARY, EXPERIENCED
SECRETARY TO WORK
AT THE U.S. MERCHANT MARINE ACADEMY, KINGS POINT, NEW YORK**

1. DUTIES AND RESPONSIBILITIES

- a. The Contractor, as an independent Contractor, and not as agent of the Government, shall provide the services of a Temporary Experienced Secretary to work in the Department of Professional Development & Career Service at the U.S. Merchant Marine Academy, Kings Point, New York, and perform the duties as outlined below:
- (1) Audit, assess and refile Sea Year records; keep track of Obligation Requirement Forms; and assist in Internship and Career Service record keeping.
 - (2) Assist regular office staff in the everyday duties of the office.
 - (3) Receive and redirect all incoming telephone calls to the correct members of the department, or forward calls to proper individuals outside the department.
 - (4) Distribute all incoming mail to the respective members of the department and around campus.
 - (5) Must be proficient and articulate in English to effectively deal with telephone calls, midshipmen, and walk-in business.
 - (6) Must have extensive experience with any Microsoft Products (i.e., Works, Word, Excel w/Windows, Outlook E-mail); and can quickly learn PROGRESS System).
 - (7) Must have knowledge of the Fax machine, photocopier, and electric typewriter (minimum typing speed must be 40 wpm with good accuracy).
 - (8) Type and review for errors, all requisitions for supplies and services, letters, reports, etc., prepare correspondence, file, and photocopy
- b. Contractor shall receive instructions, assignment of tasks, etc. from the Head, Department of Admissions.
- c. **Compensation** – Payment shall be made within 30 days after receipt of proper invoices. The rate of compensation shall be **\$32.25 p/h** . The total contract shall not exceed **\$ 18,834.00**.

ATTACHMENT 2

0002 GENERAL INFORMATION

- a. Personnel in the employ of the Contractor shall, in the operation of motor vehicles, possess a valid State driver's license, registration, and current insurance certificate.
- b. When the Academy is closed for administrative reasons during the workday or work week, the contractor will not be reimbursed for lost hours. **CONTRACTOR PERSONNEL SHALL BE PAID ONLY FOR ACTUAL HOURS WORKED.**
- c. **The wages to be paid employees must be in conformance with the Department of Labor Register of Wage Determination Under the Service Contract Act, Wage Determination No. 2005-2373, Revision No. 8, dated July 29, 2009. The determined wage rates are minimum rates and Fringe benefits required to be paid pursuant to the Service Contract Act (see Attachment 2).**
- d. **For this work effort, the wage rates and fringe benefits applicable to the SECRETARY I, (\$21.18 + \$3.35 = \$24.53/hr), applies to this contract.**
- e. It is the Contractor's responsibility to pay for all holidays listed in the DOL wage determination. Contractor personnel shall be paid for the following holidays during this contract period:

**LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY**

- f. The Contractor shall take all necessary precautions to avoid injury to persons and damage to property and equipment. Any damage caused to Academy or tenants property or equipment will be the sole responsibility of the Contractor. All damages caused by the Contractor's employees will be repaired or replaced to the satisfaction of the tenant and/or the contracting officer at no additional cost to the Government

WAIVER

The Contractor agrees /X /, does not agree /_ /, to waive any and all penalties and/or fees that may become payable by the U.S. Merchant Marine Academy for the hiring of Contractor employee (s), either during, or at the expiration of the term of this contract.

NOTE: THE U.S. MERCHANT MARINE ACADEMY RESERVES THE RIGHT TO TERMINATE THIS CONTRACT FOR THE CONVENIENCE OF THE GOVERNMENT BEFORE THE COMPLETION DATE (SEE ATTACHED CLAUSES).