

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

1. REQUISITION NUMBER
 PRSAR080301
 PAGE 1 OF 19

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 04/04/2008 4. ORDER NUMBER DTMA2P08063 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY CODE 00092
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE Empir
 T.S. EMPIRE STATE
 SUNY Maritime College, 6 Pennyfield Avenue
 Ft. Schuyler, Bronx, NY 10465
 Attn: Matt O'Donnell

16. ADMINISTERED BY CODE 00092
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 Sea Safety International, Inc.
 10 Wood Avenue
 Secaucus, NJ 07094
 TELEPHONE NO.(201) 330-3225 ext.

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

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

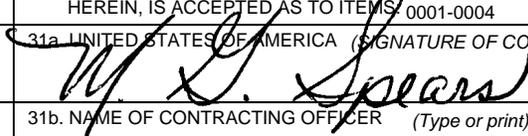
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 7,103.50

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

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

29. AWARD OF CONTRACT: REF. _____ your quote _____ OFFER
 DATED 04/14/2008 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS 0001-0004

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Milton G. Spears 04/16/2008

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

Line Item Summary	Document Number DTMA2P08063	Title EMP Fire Safety Inspection	Page 3 of 19
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Total Funding: \$7,103.50

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Portable Extinguisher Inspection and Maintenance		1.00	JOB	\$2,979.500	\$ 2,979.50
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(04/17/2008 to 05/05/2008)

CONTRACTOR shall conduct the annual service inspection of 217 fire extinguishers of various styles and sizes, in accordance with the attached "Statement of Work".

Ref Req No: PRSAR080301

Funding Information:

2008 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - -
 25711 - 6100 - 6600 -
 \$2,979.50

0002	Fixed CO2 Systems Inspection, Maintenance & Testing		1.00	JOB	\$1,972.500	\$ 1,972.50
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(04/17/2008 to 05/05/2008)

CONTRACTOR shall provide the necessary labor to perform the Annual Service Inspection of FIXED CO2 firefighting system in accordance with the attached Statement of Work.

Ref Req No: PRSAR080301

Funding Information:

2008 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - -
 25711 - 6100 - 6600 -
 \$1,972.50

0003	Fixed Halon System Inspection, Maintenance & Testing		1.00	JOB	\$1,972.500	\$ 1,972.50
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(04/17/2008 to 05/05/2008)

Contractor shall perform work in accordance with attached Statement of Work

Ref Req No: PRSAR080301

Funding Information:

2008 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - -
 25711 - 6100 - 6600 -
 \$1,972.50

Line Item Summary	Document Number DTMA2P08063	Title EMP Fire Safety Inspection	Page 4 of 19
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Total Funding: \$7,103.50

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	D107	0	0000	710000				
Division	Closed FYs		Cancelled Fund								
25711	6100	6600									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	Range Guard Inspection, Testing and Maintenance		1.00	JOB	\$179.000	\$ 179.00
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(04/17/2008 to 05/05/2008)

Contractor shall provide labor to conduct the annual service inspection of the ANSUL RANGE GUARD Galley Fire Fighting sys, consisting of 38 cylinders. Manufacturer is Automatic Sprinkler Corporation of America, Model 2.5Q, Unit 979R.

Ref Req No: PRSAR080301

Funding Information:

2008 - - X1750 - 120 - SM - D107 - 0 - 0000 - 710000 - - - - -

25711 - 6100 - 6600 -

\$179.00

Total Cost: \$7,103.50

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COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEBRUAR
Y 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

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(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; 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; and (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.

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

**DECEMBE
R 2007**

(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:

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(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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:

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

___ (3) 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).

___ (4) [Reserved]

___ (5)(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.

___ (6)(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.

___ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-09, Small Business Subcontracting Plan (NOV 2007) (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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

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

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X__ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X__ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X__ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X__ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 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).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (22) 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).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (24)(i)52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(27)(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.

___ (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (29)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

___ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X__ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (40)(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:

___ (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) (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 (NOV 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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.

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

(iii) 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).

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xI) 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)

3 INVOICE INSTRUCTIONS

See following STATEMENT OF WORK

4 STATEMENT OF WORK

STATEMENT OF WORK

TITLE: Annual Fire Extinguishing Systems Inspection, Testing and Maintenance

INTENT: It is the intent of this item to perform all USCG required inspections, maintenance and testing of all portable fire extinguishers, fixed CO2 and Halon systems in accordance with USCG regulations, 46CFR107.235.

LOCATION: All work shall be performed during normal working hours aboard the Training Ship, Empire State. The Empire State is berthed at the SUNY Maritime College, 6 Pennyfield Ave., Bronx, NY, 10465.

PERFORMANCE PERIOD: The performance period for this work begins on or about April 14 and is not to exceed 21 days.

WORK DESCRIPTION:

Line Item 001 - Portable Extinguisher Inspection and Maintenance: The contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the following portable fire extinguishers. At a minimum,

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this testing will include the weighing of all cylinders, the inspection of all hoses and nozzles. A list of serial numbers and hydrostatic dates of all fixed cylinders and hoses is provided below. The Contractor shall record the weights of all cylinders on that list.

The Contractor shall provide for up to ten (12), 15 lb CO2 cylinders, one (1) 20 lb CO2 cylinder and one (1) 5 lb CO2 cylinder which might weigh less than the minimum acceptable, thereby requiring removal, re-charging and re-installation.

The tables below indicate that there are NO cylinders currently in need of hydrostatic testing.

Portable Extinguishers Listed By Type

Cylinder Qty	Description
6	20 lb CO2
123	15 lb CO2
3	5 lb CO2
30	20 lb CTG-BC
28	10 lb CTG-BC
11	10 lb ABC
16	5 lb ABC

Portable Fire Extinguishers Listed by Location, Type and Last Hydro Date

No.	Serial #	Frame	Location	Type	Size	Weight Full	Hydro Date			
1	91668	N-137-2	P/S, fwd bulkhead, Cadet Chart Room			CO ² 15# 37.5	Apr-04			
1A	211398	FN-122-0	Bridge, aft bulkhead, slightly to Stbd			CO ² 15# 47	Apr-04			
2	91805	N-133-2	P/S interior passageway, end of alley			CO ² 15# 34.8	Apr-04			
2A	91603	N-128-2	Officer's Chart Room, outboard, aft			CO ² 15# 35.2	Apr-04			
3A	211334	FC-133-2	P/S Interior Passageway			CO ² 15# 46-3/4	Apr-04			
3B	112269	FC-133-1	S/S Interior Passageway			CO ² 15# 46-7/8	Apr-04			
4A	211402	FB-131-2	P/S Interior Passageway			CO ² 15# 47.5	Apr-04			
4B	211379	FB-131-1	S/S Interior Passageway			CO ² 15# 47-3/8	Apr-04			
5	JB548725	U-150-0	Aft athwartship Passage, fwd bulkhead			DC RC -	Apr-01			
6	211371	FU-156-2	Aft Officer's Laundry, behind door			CO ² 15# 46.5	Apr-04			
7A	211403	FU-136-2	P/S Interior Passage, fwd of Cleaning Gear Locker			CO ² 15# 46-7/8	Apr-04			
7B	211321	FU-136-1	S/S Interior Passage, Fwd of Emerg. Dies. Gen. Rm.			CO ² 15# 47.5	Apr-04			
8	V39437	U-136-0	Emergency Diesel, in line with door			CO ² 15# 35.5	Apr-03			
9	JB548741	M-68-2	P/S Inboard, near fwd athwartship Passage			DC RC -	Apr-99			
10	JB548758	M-69-1	S/S Inboard, near fwd athwartship Passage			DC RC -	Apr-01			
11	JB548722	M-103-2	P/S Inboard, fwd of ladder to 4-hold			DC RC -	Apr-01			
12A	JB548757	M-103-1	S/S Inboard, fwd of ladder to 4-hold			DC RC -	Apr-01			
12B	BD2048	M-140-1	Electrician's Closet, in line with door			DC 10#P 16# 13oz	??			
13	JB548740	M-149-2	P/S, outboard, near Sickbay Exit			DC RC -	Apr-01			
14	JB548755	M-149-1	S/S, outboard, near Sickbay Exit			DC RC -	Apr-01			
15	211344	FM-136-2	P/S, inboard, fwd of WTD #2 controls			CO ² 15# 47-1/4	Apr-04			
16	211331	FM-136-1	S/S, inboard, fwd of WTD #1 controls			CO ² 15# 47-1/8	Apr-04			
17	V376353	M-37-1	Carpenter Cage, fwd, inboard bulkhead			CO ² 15# not				
stamped manu										
1/01										
18	211377	FM-7-1	S/S Bosun's Locker, inside door			CO ² 15# 47-3/4	Apr-04			
19	211363	FM-7-2	P/S Bosun's Locker, inside door			CO ² 15# 47-3/4	Apr-04			
20	211324	FM-12-0	Anchor Windlass, on pillar at foot of ladder			CO ² 15# 47.5	Apr-04			
21	211347	FM-18-0	Anchor Windlass, aft bulkhead, under ladder			CO ² 15# 47-1/8	Apr-04			
22	JB548750	M-169-0	Aft athwartship Passage, fwd bulkhead			DC RC -	Apr-01			
23	211388	FM-206-1	Paint Locker, forward, inboard bulkhead			CO ² 15# 47-1/8	Apr-04			
24	211375	FM-212-2	Welding Shack, aft bulkhead, just inside door			CO ² 15# 46-7/8	Apr-04			
25	91600	2-68-1	Inside fwd door 51 man berthing, near scuttlebutt			CO ² 15#	Apr-04			
26	JB548724	2-65-0	3-hold, Fwd bulkhead, between ladder doors			DC RC -	Apr-01			

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27	73898CX	2-133-2 P/S passageway, fwd of WTD #2 Controls	CO ²	15#	24-7/8	Apr-04	
28	225897F2-133-1	S/S passageway, fwd of WTD #1 Controls	CO ²	15#	48-5/8	Apr-04	
29	JB548716	2-83-1 3-hold, S/S passageway, near aft doors	DC	RC	-	??	
30	RX939303	2-139-1 Crew's Mess, Fwd bulkhead, by door	DC	10#P	17# 14oz		2000
31	6316EC	2-141-2 Passageway, Outside fwd galley door	CO ²	15#	38	Apr-04	
32	211343F2-141-1	S/S Galley, fwd bulkhead near breakers	CO ²	15#	47-1/8	Apr-04	
33	91670	2-151-0 Galley, next to door to Crew Mess	CO ²	15#	35	Apr-04	
34	91642	2-156-2 P/S Cadet Mess, near scullery	CO ²	15#	35	Apr-04	
35	211373F2-159-0	S/S Cadet Mess, left of aft galley door	CO ²	15#	47-7/8	Apr-04	
36	JB548762	2-178-0 S/S passageway, aft of Deck Tool Room	DC	RC	-		2001
37	V39453	2-181-0 6-Hold Machine Shop, inboard bulkhead	CO ²	15#	35.5	May-05	
38	JB548715	2-189-1 S/S 6-Hold, aft of hatch, near detex key 24	DC	RC	-	Apr-01	
39	211369F2-192-2	6-Hold Lab 4, fwd bulkhead	CO ²	15#	47-5/8	Apr-04	
40	211326F2-199-0	6-Hold, aft end of passageway, by EGL 3	CO ²	15#	47-7/8	Apr-04	
41	211310F2-208-2	P/S Steering Gear, outside Capstan Room	CO ²	15#	47	Apr-04	
42	211311F3-67-0	156-man Berthing, Fwd, next to F.S. 49	CO ²	15#	47-7/8	Apr-04	
43	211355F3-92-0	20S Berthing, aft bulkhead, near 156-man entrance	CO ²	15#	47	Apr-04	
44	V66748	3-92-2 138 Berthing, P/S, fwd bulkhead, near sinks	CO ²	15#	35.5	Apr-03	
45	91799	3-101-1 138 Berthing, S/S, aft, near F/S 46	CO ²	15#	34.9	Apr-04	
46	211313F3-105-2	138 Berthing, P/S, near sinks, next to F/S 47	CO ²	15#	47-1/4	Apr-04	
47	JB548729	3-143-0 Class Rooms, Fwd, outside Cleaning Gear Locker	DC	RC	-	Apr-01	
48	JB548756	3-169-0 Class Rooms, aft end of Passageway	DC	RC	-	Apr-01	
49	210267F3-131-1	S/S Inside Generator Room, outboard, forward	CO ²	20#	57	Apr-04	
50	210178F3-131-1	S/S Inside Generator Room, inboard, forward	CO ²	20#	57-5/8	Apr-04	
51	210231F3-141-1	S/S of boiler, aft, by scuttlebutt	CO ²	20#	57-3/8	Apr-04	
52	10852453-132-1	S/S of boiler, fwd, by Gen. Rm. Door	CO ²	20#	46-3/8	Apr-04	
53	A006768	3-121-1 Lower E/R, S/S, fwd by steps up	CO ²	15#	45.6	May-05	
54	211405F3-129-1	Fwd of Stbd Boiler, aft of Sand Bin	CO ²	20#	46-7/8	Apr-04	
55	91649	T-127-1 Lower E/R, S/S, outboard by Cargo Refrig. Comp.	CO ²	15#	34.9	Apr-04	
56	46402	T-127-2 Lower E/R, P/S, outboard, fwd of Fire Pumps	CO ²	15#	37.6	Apr-04	
57	Cannot						
Read	T-127-0	P/S, Inboard, L. E/R, fwd part of I-Beam, fwd of Fuel Oil Pumps	CO ²	15#		cannot	
read	Apr-04						
58	A0666706	3-135-2 Next to Port BBoiler, by fuel oil heater & fuel counter			CO ²	15#	cannot
read	Apr-00						
59	211378FT-96-0	AMS, fwd, Right outside EGL #5	CO ²	15#	47	Apr-04	
60	44743	T-96-2 AMS, P/S, at foot of fwd ladder	CO ²	15#	37.6	Apr-04	
61	225922FT-151-2	Comp Lab, inside locked cage, inboard bulkhead	CO ²	15#	46-3/8	Apr-04	
62	V76550	T-151-2 Comp Lab, fwd bulkhead, inline with door	CO ²	15#	35.5	Apr-04	
63	JB548739	T-149-0 Library, just inside fwd door by desk	DC	RC	-	Apr-01	
64	211404FT-158-0	Cadet Lounge, fwd bulkhead, near fwd exit door	CO ²	15#	46-3/8	Apr-04	
65	211406FT-169-1	Cadet Lounge, hidden around corner, outboard of aft ladder	CO ²	15#	48-1/8	Apr-04	
66	45076	T-147-0 Cardio Room, aft bulkhead, next to door	CO ²	15#	35	May-05	
67	JB548744	T-147-0 Outside Cardio Room Door	DC	RC	-	Apr-01	
68	211312FT-69-2	Cadet Laundry, fwd bulkhead, near door	CO ²	15#	46-5/8	Apr-04	
69	211384FT-81-0	Aft end of Passageway, next to ladderwell door	CO ²	15#	47-1/4	Apr-04	
70	91648	T-90-0 Aft part Comm. Laundry, around corner to Clean Linen Locker	CO ²	15#	34.8	Apr-04	
71	HB00956807	T-172-2 Lower 6-hold, P/S, fwd bulkhead	DC	10#P	-	none?	

Line Item 002 - Fixed CO2 Systems Inspection, Maintenance & Testing: The contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the following four (4) fixed CO2 extinguishing systems. At a minimum, this testing will include the weighing and inspection of all cylinders, the testing of all pull boxes and cables, timers, shutdown switches, sirens, and the inspection of all hoses, piping and nozzles. A list of serial numbers and hydrostatic dates of all fixed cylinders is provided below.

The Contractor shall provide for up to ten (10), 75 lb cylinders which might weigh less than the minimum acceptable, thereby requiring removal, re-charging and re-installation.

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The tables below indicate that there are NO 75 lb CO2 bottles currently in need of hydrostatic testing.

The tables below indicate that there are 11 timers involved with the Main CO2 System. If necessary, the Contractor shall replace and/or overhaul up to 4 timers.

The ship's crew will be available to start and reset all ventilation fans, pumps and generators, as necessary, for the demonstration of their required shutdowns.

Fixed CO2 Systems

System Name	Cylinder Qty	Type	Cylinder Location
Main Co2	94	75 lb UF CO2	CO2 Rm, 2nd Deck, Stbd., Frame
Eng Rm. Paint Locker	1	75 lb AP8 CO2	Engine Rm. Paint Locker, Shaft Alley
Emerg. Generator Rm	3	75 lb AP8 CO2	Emerg. Generator Rm., Upper Dk., Stbd.
Engine Room Hose Reel	2	75 lb UF CO2 (hose reel)	Engine Rm., Fwd of Port Boiler

Main CO2 System Cylinder Hydrostatic Test Dates

Bottle #	Serial	#Last Hydro	Bottle #	Serial	#Last Hydro
25977		Oct-01	25843		Oct-01
25752		Oct-01	25948		Oct-01
26049		Oct-01	25887		Oct-01
25718		Oct-01	24941		Oct-01
25937		Oct-01	25906		Oct-01
25864		Oct-01	25661		Oct-01
25905		May-01	25681		Oct-01
25948		Oct-01	26057		Oct-01
25875		Oct-01	26047		Oct-01
25676		Oct-01	25894		Oct-01
25669		Oct-01	25764		Oct-01
25913		Oct-01	25886		Oct-01
25749		Oct-01	25997		Oct-01
25943		Oct-01	25967		Oct-01
42813		May-01	25726		May-01
25762		Oct-01	26006		Oct-01
25990		Oct-01	25978		Oct-01
25904		Oct-01	25770		Oct-01
25691		Oct-01	25440		Oct-01
26017		Oct-01	25961		Oct-01
25979		Oct-01	25673		Oct-01
25398		Oct-01	26006		Oct-01
25580		Oct-01	25980		Oct-01
25695		Oct-01	26041		May-01
25642		Oct-01	25784		Oct-01
25701		Oct-01	25935		Oct-01
26007		Oct-01	25725		May-01
25627		Oct-01	26005		May-01
26029		Oct-01	25910		Oct-01
25879		Oct-01	25716		May-01
25688		Oct-01	25668		Oct-01
26032		Oct-01	25882		Oct-01
26019		Oct-01	25744		Oct-01
25685		May-01	26050		Oct-01
18600		May-01	26008		May-01
25934		Oct-01	26015		Oct-01
25959		Oct-01	25734		Oct-01
25947		Oct-01	25925		Oct-01
26004		Oct-01	25756		Oct-01
25706		Oct-01	26011		Oct-01
25732		Oct-01	25899		Oct-01

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25950	Oct-01	25995	Oct-01
25812	Oct-01	25883	Oct-01
25993	Oct-01	26040	Oct-01
25996	May-01	8087	May-01
26060	Oct-01	25958	Oct-01
25968	May-01		
25816	Oct-01		

Main CO2 System Siren Locations

Alarms Location

1	Engine Room	Operating Level, S/S, by throttles, above vent
2	Anchor Windlass Room, Main Deck	P/S, aft Bosun's Locker, just above door, inside space
3	Anchor Windlass Room, Main Deck	S/S Bosun's Locker, aft bulkhead
4	1-Hold, Main Deck	S/S, aft bulkhead, just in front of Kingpost, near overhead
5	1-Hold, 2nd Deck (Upper "Tween)	S/S, aft bulkhead, at overhead
6	1-Hold, 3rd Deck (Lower "Tween)	C/L, aft bulkhead, at overhead
7	1-Hold, Tank Top	C/L, aft bulkhead, at overhead
8	2-Hold, Main Deck	C/L, fwd bulkhead, between vents
9	2-Hold, 2nd Deck (Upper "Tween)	C/L, aft end of hatch, in overhead
10	2-Hold, 3rd Deck (Lower "Tween)	
11	2-Hold, Tank Top	
12	4-Hold, 2nd Deck	Overhead, aft of Dry Stores Cage
13	Lower 6-hold, 3rd deck, fm. 171-193	S/S, fwd, near overhead above VIDMAR Cabinet VID-29, aisle with Computer

Main CO2 System Timer Locations and Delays

Time Delay Location

1	Engine Room	Old House, 2nd Deck, inside CO2 Room
2	Anchor Windlass Room, Main Deck	S/S, Aft bulkhead
3	1-Hold, Main Deck	S/S, aft bulkhead, just in front of Kingpost, near overhead
4	1-Hold, 2nd Deck (Upper "Tween)	S/S, aft bulkhead, at overhead
5	1-Hold, 3rd Deck (Lower "Tween)	C/L, aft bulkhead, at overhead
6	1-Hold, Tank Top	C/L, aft bulkhead, at overhead
7	2-Hold, Main Deck	C/L, fwd bulkhead, between vents
8	2-Hold, 2nd Deck (Upper "Tween)	C/L, aft end of hatch, in overhead
9	2-Hold, 3rd Deck (Lower "Tween)	
10	2-Hold, Tank Top	
11	Lower 6-hold, 3rd deck, fm. 171-193	S/S, fwd, near overhead above VIDMAR Cabinet VID-29, aisle with Computer

Main CO2 System Nozzle Locations

Nozzles Location

1	Engine Room	Operating Level, S/S, fwd, inboard of throttles
2	Engine Room	Operating Level, S/S, fwd, behind throttles, on outboard side
3	Engine Room	Operating Level, S/S, outboard, just fwd of Main Switchboard
4	Engine Room	Operating Level, S/S, outboard, inside Generator Room, near D.O. Strainer Pressure gauges
5	Engine Room	Operating Level, P/S, outboard, by Ship Service Refrig. Compressor #2
6	Engine Room	Operating Level, P/S, aft, outboard of Nyrex
7	Engine Room	Operating Level, C/L, aft, behind boilers, above coffee stand
8	Engine Room	Operating Level, S/S, aft, behind boiler, hidden behind "Steam to Cargo Defrost Piping"
9	Engine Room	Operating Level, P/S, aft, behind boiler
10	Engine Room	Lower Level, In bilge, S/S, fwd, just inboard of Main Ladderwell door
11	Engine Room	Lower Level, Fwd, by Drain Tank & Fire Station 55
12	Engine Room	Lower Level, S/S, outboard, aft, just before L.O. Tank/Pump Room
13	Engine Room	Lower Level, S/S, aft, above Fuel Oil Settling Tank
14	Engine Room	Lower Level, P/S, fwd, inboard, next to General Alarm Bell, near Oil Slop Tank
15	Engine Room	Lower Level, P/S, outboard, behind Refrig. Cond. Overboard pipe

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| 16 | Engine Room | Lower Level, in bilge, P/S, outboard, behind Refrig. Cond. Overboard pipe |
| 17 | Engine Room | Lower Level, P/S, outboard, aft, by Bilge Vacuum Priming System |
| 18 | Engine Room | Lower Level, P/S, aft, above Fuel Oil Settling Tank |
| 19 | Engine Room | Lower Level, C/L, just above Shaft |
| 20 | Engine Room | Lower Level, C/L, in bilge, below Shaft |
| 21 | Anchor Windlass Room, Main Deck | C/L, just fwd of ladder |
| 22 | Anchor Windlass Room, Main Deck | P/S, aft, near door to 1-Hold |
| 23 | Anchor Windlass Room, Main Deck | P/S, aft Bosun's Locker |
| 24 | Anchor Windlass Room, Main Deck | P/S, fwd Bosun's locker |
| 25 | Anchor Windlass Room, Main Deck | S/S Bosun's Locker |
| 26 | 1-Hold, Main Deck | C/L, just aft of hatch |
| 27 | 1-Hold, 2nd Deck (Upper "Tween) | C/L, aft of hatch |
| 28 | 1-Hold, 3rd Deck (Lower "Tween) | C/L, aft of hatch |
| 29 | 1-Hold, Tank Top | C/L, aft of hatch |
| 30 | 2-Hold, Main Deck | S/S, inboard, fwd end of hatch |
| 31 | 2-Hold, Main Deck | P/S, inboard, fwd end of hatch |
| 32 | 2-Hold, 2nd Deck (Upper "Tween) | |
| 33 | 2-Hold, 3rd Deck (Lower "Tween) | |
| 34 | 2-Hold, Tank Top | |
| 35 | 4-Hold, 2nd Deck | P/S, outside Dry Stores Cage, just aft of ladderwell door |
| 36 | 4-Hold, 2nd deck, Stbd Reefer #1 | Center of space, just fwd of smoke detector |
| 37 | 4-Hold, 2nd deck, Port Reefer #2 | Center of space, just outboard of pillar |
| 38 | 4-Hold, 2nd deck, Stbd Reefer #3 | Inboard aft bulkhead, at the corner where the space gets longer |
| 39 | 4-Hold, 2nd deck, Port Reefer #4 | Inboard aft bulkhead, at the corner where the space gets longer |
| 40 | 4-Hold, 2nd deck, Stbd Reefer #5 | Center of Space |
| 41 | 4-Hold, 2nd deck, Port Reefer #6 | Center of Space |
| 42 | Lower 6-hold, 3rd deck, fm. 171-193 | S/S, fwd end of hatch, inboard |
| 43 | Lower 6-hold, 3rd deck, fm. 171-194 | P/S, fwd end of hatch, inboard |
| 44 | After Paint Locker, Main Deck | Inboard Bulkhead, center of room |
| 45 | After Paint Locker, 2nd Deck | Center of Room |

Emergency Generator Room CO2 System

Cylinder #	Serial #	Last Hydro
1	534354	Apr-01
2	094992	Apr-04
3	25908	Apr-01

Emergency Diesel Generator Room CO2 System

Pneumatic Release	Location
1	Emergency Diesel Generator Room In overhead, outboard of Emergency Switchboard
Alarms Location	
1	Emergency Diesel Generator Room Outboard bulkhead, above CO2 Bottles
Nozzles Location	
1	Emergency Diesel Generator Room Fwd, inboard, inline with door, fwd of Fire Extinguisher #8
2	Emergency Diesel Generator Room Fwd, inboard, fwd of General Alarm Contact Maker
3	Emergency Diesel Generator Room Fwd, outboard, above transformers
4	Emergency Diesel Generator Room Aft, outboard, next to Diesel Generator
5	Emergency Diesel Generator Room Aft bulkhead, above fuel oil piping to generator
6	Emergency Diesel Generator Room Aft, inboard, fwd of fuel tank

Engine Room Paint Locker CO2 System

Pneumatic Release	Location
1	Shaft Alley Paint Locker
Alarms Location	

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- 1 Shaft Alley Paint Locker
- Nozzles Location
- 1 Shaft Alley Paint Locker
- 2 Shaft Alley Paint Locker

Line Item 003 - Fixed Halon System Inspection, Maintenance & Testing: The Contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the Fixed Halon System. At a minimum, this testing will include the weighing and inspection of all cylinders, the testing of all pull boxes and cables, timers, shutdown switches, sirens, and the inspection of all hoses, piping and nozzles. The ship's crew will be available to start and reset all ventilation fans, pumps and generators, as necessary, for the demonstration of their required shutdowns.

The Halon cylinders do not require hydrostatic testing unless there is reason to believe that corrosion or other damage has occurred to the cylinder.

The tables below indicate that none of the CO2 activating cylinders for the Halon system are due for a hydrostatic test.

Fixed Halon System

Cylinder Qty	Description	Cylinder Location
12	340lb Ansul Halon 1301	2nd Deck, Stbd
4	50 lb CO2	2nd Deck, Stbd
2	2-1/2 lb Nitrogen cylinders	2nd Deck, Stbd

Halon Bottles

Bottle #	Serial #	Date of Manufacture
1	54462	Oct-89
2	54467	Oct-89
3	54471	Oct-89
4	54460	Oct-89
5	54470	Oct-89
6	54461	Oct-89
7	54468	Oct-89
8	54465	Oct-89
9	54464	Oct-89
10	54463	Oct-89
11	54469	Oct-89
12	54466	Oct-89

Halon System CO2 Activating Bottles

Bottle #	Serial #	Charge Wt	Last Hydro
1	599777	50#	May-01
2	599847	50#	May-01
Spare 1	26548M	75#	Jan-02
Spare 2	26333M	75#	Jan-02

Halon Nozzle Locations In Engine Room

Halon Nozzle Locations in E/R

- 2nd Deck, S/S, near door to Crew Lounge Passageway
- 2nd Deck, S/S, aft of steam drum
- 2nd Deck, P/S, near double door exit
- 2nd Deck, C/L, aft of Boilers
- Operating Level, S/S, fwd, above Turbo Generator #2
- Operating Level, S/S, fwd, outboard corner of Gen. Room
- Operating Level, S/S, aft, outside Gen. Room
- Operating Level, P/S, fwd, inboard by Flash Distilling Units
- Operating Level, P/S, outboard, fwd of Nyrex
- Operating Level, P/S, outboard, aft of Nyrex
- Operating Level, C/L, aft bulkhead, behind boilers

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Lower Level, S/S, fwd, between S.W. Svc. Pumps 1 & 2
Lower Level, S/S, aft, above A/C Compressor #2
Lower Level, C/L, aft, slightly to Port of Shaft
Lower Level, P/S, fwd, near Fire Station #54
Lower Level, P/S, aft, above fire pumps

Halon Sirens Located In Engine Room

Location in E/R

Operating Level, S/S, fwd, inboard, above log desk

Lower Level, P/S, fwd, above S.W. Scoop Injection

Line Item 004 - Range Guard Inspection, Testing and Maintenance: The Contractor is to provide all labor and materials necessary to perform all USCG required annual inspections, maintenance and testing of the Range Guard Wet Chemical System located in the ship's galley. Manufacturer is Automatic Sprinkler Corporation of America, Model 2.5Q, Unit 979R.

Invoice Submission Instructions

INVOICE SUBMISSION - MARAD

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

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

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

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

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

MARAD A/P SAR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

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

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

WD 05-2375 (Rev.-4) was first posted on www.wdol.gov on 10/02/2007

 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

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2375
 Revision No.: 4
 Date Of Revision: 09/26/2007

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,
 Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and
 Westchester Counties only. See Wage Determination 1977-0225 for wage rates and
 fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.33
01012 - Accounting Clerk II	16.28
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	27.78
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	25.16
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	14.03
01111 - General Clerk I	13.47
01112 - General Clerk II	15.41
01113 - General Clerk III	17.11
01120 - Housing Referral Assistant	22.74
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.11
01262 - Personnel Assistant (Employment) II	19.63
01263 - Personnel Assistant (Employment) III	22.12
01270 - Production Control Clerk	22.12
01280 - Receptionist	15.28
01290 - Rental Clerk	17.74
01300 - Scheduler, Maintenance	17.50
01311 - Secretary I	17.50
01312 - Secretary II	21.38
01313 - Secretary III	22.74
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	27.78
01420 - Survey Worker	19.06

01531 - Travel Clerk I	14.30
01532 - Travel Clerk II	15.50
01533 - Travel Clerk III	16.83
01611 - Word Processor I	16.51
01612 - Word Processor II	18.49
01613 - Word Processor III	21.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	17.97
11122 - Housekeeping Aide	14.82
11150 - Janitor	15.05
11210 - Laborer, Grounds Maintenance	15.50
11240 - Maid or Houseman	13.98
11260 - Pruner	12.52
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	15.50
11360 - Window Cleaner	16.25
12000 - Health Occupations	
12010 - Ambulance Driver	18.77
12011 - Breath Alcohol Technician	22.06
12012 - Certified Occupational Therapist Assistant	20.71
12015 - Certified Physical Therapist Assistant	19.52
12020 - Dental Assistant	15.42
12025 - Dental Hygienist	32.27
12030 - EKG Technician	23.64
12035 - Electroneurodiagnostic Technologist	23.64
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.36
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	22.95

12100 - Medical Assistant	15.22
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	19.68
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	32.31
12221 - Nursing Assistant I	9.80
12222 - Nursing Assistant II	13.16
12223 - Nursing Assistant III	14.36
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	21.71
12236 - Optical Technician	14.20
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	14.26
12305 - Radiologic Technologist	27.33
12311 - Registered Nurse I	31.55
12312 - Registered Nurse II	34.68
12313 - Registered Nurse II, Specialist	34.68
12314 - Registered Nurse III	43.98
12315 - Registered Nurse III, Anesthetist	43.98
12316 - Registered Nurse IV	52.78
12317 - Scheduler (Drug and Alcohol Testing)	25.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.91
13012 - Exhibits Specialist II	29.59
13013 - Exhibits Specialist III	33.39
13041 - Illustrator I	21.91
13042 - Illustrator II	26.70
13043 - Illustrator III	30.13
13047 - Librarian	37.25
13050 - Library Aide/Clerk	14.35
13054 - Library Information Technology Systems Administrator	29.89
13058 - Library Technician	21.91
13061 - Media Specialist I	19.56
13062 - Media Specialist II	21.78
13063 - Media Specialist III	24.18
13071 - Photographer I	18.78
13072 - Photographer II	21.93
13073 - Photographer III	29.89
13074 - Photographer IV	34.99
13075 - Photographer V	42.32
13110 - Video Teleconference Technician	18.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.75
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (1)	27.62
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	18.75
14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.73
15020 - Aircrew Training Devices Instructor (Rated)	40.44
15030 - Air Crew Training Devices Instructor (Pilot)	44.50
15050 - Computer Based Training Specialist / Instructor	35.73

15060 - Educational Technologist	29.38
15070 - Flight Instructor (Pilot)	44.50
15080 - Graphic Artist	30.38
15090 - Technical Instructor	28.58
15095 - Technical Instructor/Course Developer	34.85
15110 - Test Proctor	23.24
15120 - Tutor	23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.40
16030 - Counter Attendant	10.40
16040 - Dry Cleaner	12.80
16070 - Finisher, Flatwork, Machine	10.40
16090 - Presser, Hand	10.40
16110 - Presser, Machine, Drycleaning	10.40
16130 - Presser, Machine, Shirts	10.40
16160 - Presser, Machine, Wearing Apparel, Laundry	10.40
16190 - Sewing Machine Operator	13.59
16220 - Tailor	14.36
16250 - Washer, Machine	11.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	21.70
21040 - Material Expediter	21.70
21050 - Material Handling Laborer	16.41
21071 - Order Filler	14.16
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.48
21150 - Stock Clerk	16.89
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	31.99
23130 - Carpenter, Maintenance	28.34
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	23.18
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	25.98
23312 - Fuel Distribution System Operator	21.56
23370 - General Maintenance Worker	20.88
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13

23391 - Gunsmith I	20.54
23392 - Gunsmith II	22.77
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.88	
23430 - Heavy Equipment Mechanic	24.59
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	25.56
23465 - Laboratory/Shelter Mechanic	23.76
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.57
23593 - Metrology Technician III	27.55
23640 - Millwright	26.65
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	23.15
23790 - Pipefitter, Maintenance	29.89
23810 - Plumber, Maintenance	30.95
23820 - Pneudraulic Systems Mechanic	24.75
23850 - Rigger	23.02
23870 - Scale Mechanic	22.77
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	29.13
23932 - Telecommunications Mechanic II	31.02
23950 - Telephone Lineman	29.12
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.53
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.32
27007 - Baggage Inspector	15.39
27008 - Corrections Officer	27.21
27010 - Court Security Officer	27.55
27030 - Detection Dog Handler	19.61
27040 - Detention Officer	27.21
27070 - Firefighter	27.88
27101 - Guard I	15.39
27102 - Guard II	19.61
27131 - Police Officer I	29.43
27132 - Police Officer II	32.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97

28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	13.67
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.29
28510 - Recreation Aide/Health Facility Attendant	11.17
28515 - Recreation Specialist	18.95
28630 - Sports Official	12.18
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.69
29042 - Stevedore II	25.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.47
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.69
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	25.52
30030 - Cartographic Technician	25.52
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	18.43
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	27.62
30081 - Engineering Technician I	17.77
30082 - Engineering Technician II	19.99
30083 - Engineering Technician III	24.15
30084 - Engineering Technician IV	27.76
30085 - Engineering Technician V	32.62
30086 - Engineering Technician VI	38.07
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	25.11
30361 - Paralegal/Legal Assistant I	21.14
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.98
30364 - Paralegal/Legal Assistant IV	39.71
30390 - Photo-Optics Technician	25.91
30461 - Technical Writer I	25.87
30462 - Technical Writer II	31.65
30463 - Technical Writer III	38.30
30491 - Unexploded Ordnance (UXO) Technician I	23.17
30492 - Unexploded Ordnance (UXO) Technician II	28.04
30493 - Unexploded Ordnance (UXO) Technician III	33.61
30494 - Unexploded (UXO) Safety Escort	23.17
30495 - Unexploded (UXO) Sweep Personnel	23.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.77
30621 - Weather Observer, Senior (2)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.10
31364 - Truckdriver, Tractor-Trailer	23.10

99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	30.19
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	15.57
99711 - Recycling Specialist	17.72
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	14.67
99830 - Survey Party Chief	21.32
99831 - Surveying Aide	13.95
99832 - Surveying Technician	19.12
99840 - Vending Machine Attendant	15.86
99841 - Vending Machine Repairer	19.40
99842 - Vending Machine Repairer Helper	15.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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