SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PRSAR080374/0001

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	08/13/2008	DTMA2P08133		

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 OR ☐ SET ASIDE: 0.00% FOR:

☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS ☐ 8(A)
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

NAICS: 33661
SIZE STANDARD: 50 or Less

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

See Line Item Detail and Shipping Detail

Attn:

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 L — FACILITY CODE

LIGHTSHIP GROUP, LLC , THE

606 TEN ROD RD
NORTH KINGSTOWN, RI 02852-4222
TELEPHONE NO.(401) 294-3341 ext. 4012

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐

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

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)
$ 20,013.00

☐ 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. _____ OFFER
☐ DATED 08/12/2008. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Laurel Bishop

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF C
Laurel Bishop

31c. DATE SIGNED
08/13/2008

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Total Funding: $20,013.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X1750	120	SM	P107	0	0000	710000				

Division	Closed FYs	Cancelled Fund
25711	6100 6600	

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Open compressor, inspect, write condition report.	0001	10/30/2008 (09/03/2008 to 10/30/2008)	1.00	JOB	$2,400.000	$ 2,400.00

Open compressor, inspect, write condition report in accordance with attached Statement of Work.

Ref Req No: PRSAR080374/0001

Funding Information:

2008 - - X1750 - 120 - SM - P107 - 0 - 0000 - 710000 - - - - -
25711 - 6100 - 6600 -
$2,400.00

0002	Perform standard overhaul	0002	10/30/2008 (09/03/2008 to 10/30/2008)	1.00	JOB	$17,613.000	$ 17,613.00

Perform a standard overhaul of the compressor to include attendance at start-up, in accordance with attached Statement of Work.

Ref Req No: PRSAR080374/0001

Funding Information:

2008 - - X1750 - 120 - SM - P107 - 0 - 0000 - 710000 - - - - -
25711 - 6100 - 6600 -
$17,613.00

Total Cost: $20,013.00

Shipping Addresses

Code	Detail	Code	Detail
0001	**Org:** T.S. ENTERPRISE **Addr:** c/o Massachusetts Maritime Academy 101 Academy Buzzards Bay MA 02532 **Attn:** J. Taddia **Phone:** ( ) - ext. **Fax:** ( ) - ext.	0002	**Org:** TS ENTERPRISE **Addr:** c/o Massachusetts Maritime Academy 101 Academy Buzzards Bay MA 02532 **Attn:** J. Taddia **Phone:** ( ) - ext. **Fax:** ( ) - ext.

Invoice Addresses

Code	Detail
0001	**Org:** DOT/ Enterprise Services Center (ESC) OFO/FAA, **Addr:** MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 **Attn:** Christy Remington, Accounting Technician **Phone:** (405) 954-1693 ext. **Fax:** (405) 954-1270 ext.

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COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEBRUARY 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.

(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.

(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	JUNE 2008

(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) 52.233-03, 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:

[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) 52.219-03, 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 (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.

___ (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 (APR 2008) (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)).

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

___ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

___ (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 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)).

___ (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 (JUNE 2008) (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)).

___ (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).

___ (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:

[Contracting Officer check as appropriate.]

___ (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.

(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 WAGE DETERMINATIONS

********** THIS WAGE DETERMINATION WAS REPLACED 06/03/2008 **********
WD 05-2259 (Rev.-6) was first posted on www.wdol.gov on 03/18/2008
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REGISTER OF WAGE DETERMINATIONS UNDER  |       U.S. DEPARTMENT OF LABOR
     THE SERVICE CONTRACT ACT       |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                |       WASHINGTON D.C.  20210
                                |
                                |
                                |
                                | Wage Determination No.: 2005-2259
William W.Gross         Division of   |         Revision No.: 6
Director          Wage Determinations|      Date Of Revision: 03/07/2008
_____________________________________________|_____________________________________
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This wage determination applies to the following counties in MASSACHUSETTS:
BARNSTABLE, BRISTOL, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the cities and towns listed below:

BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton Town, Raynham, Reheoboth Town, and Seekonk.

NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town, Canton Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town,

Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham Town, Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town, Walpole Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town.

PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham Town, Hull Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town, Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.85
01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	24.37
01040 - Court Reporter	20.18
01051 - Data Entry Operator I	14.40
01052 - Data Entry Operator II	15.26
01060 - Dispatcher, Motor Vehicle	17.59
01070 - Document Preparation Clerk	14.87
01090 - Duplicating Machine Operator	14.87
01111 - General Clerk I	14.37
01112 - General Clerk II	15.57
01113 - General Clerk III	16.75
01120 - Housing Referral Assistant	21.94
01141 - Messenger Courier	12.55
01191 - Order Clerk I	14.82
01192 - Order Clerk II	16.17
01261 - Personnel Assistant (Employment) I	16.19
01262 - Personnel Assistant (Employment) II	18.66
01263 - Personnel Assistant (Employment) III	20.21
01270 - Production Control Clerk	20.11
01280 - Receptionist	13.31
01290 - Rental Clerk	16.11
01300 - Scheduler, Maintenance	17.59
01311 - Secretary I	17.59
01312 - Secretary II	19.68
01313 - Secretary III	21.94
01320 - Service Order Dispatcher	16.74
01410 - Supply Technician	24.37
01420 - Survey Worker	15.40
01531 - Travel Clerk I	12.95
01532 - Travel Clerk II	14.02
01533 - Travel Clerk III	15.10
01611 - Word Processor I	15.21
01612 - Word Processor II	17.07
01613 - Word Processor III	19.10
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.48
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.11
05070 - Automotive Worker	19.11
05110 - Mobile Equipment Servicer	17.29
05130 - Motor Equipment Metal Mechanic	20.86
05160 - Motor Equipment Metal Worker	19.11
05190 - Motor Vehicle Mechanic	20.86

05220 - Motor Vehicle Mechanic Helper 16.31
05250 - Motor Vehicle Upholstery Worker 18.16
05280 - Motor Vehicle Wrecker 19.11
05310 - Painter, Automotive 19.99
05340 - Radiator Repair Specialist 19.11
05370 - Tire Repairer 13.39
05400 - Transmission Repair Specialist 20.86
07000 - Food Preparation And Service Occupations
07010 - Baker 14.00
07041 - Cook I 12.47
07042 - Cook II 13.72
07070 - Dishwasher 9.20
07130 - Food Service Worker 11.13
07210 - Meat Cutter 20.00
07260 - Waiter/Waitress 11.01
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 16.14
09040 - Furniture Handler 11.59
09080 - Furniture Refinisher 16.14
09090 - Furniture Refinisher Helper 13.19
09110 - Furniture Repairer, Minor 14.66
09130 - Upholsterer 16.86
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 11.63
11060 - Elevator Operator 11.63
11090 - Gardener 16.75
11122 - Housekeeping Aide 13.48
11150 - Janitor 13.50
11210 - Laborer, Grounds Maintenance 14.76
11240 - Maid or Houseman 10.81
11260 - Pruner 13.38
11270 - Tractor Operator 15.74
11330 - Trail Maintenance Worker 14.76
11360 - Window Cleaner 14.56
12000 - Health Occupations
12010 - Ambulance Driver 15.93
12011 - Breath Alcohol Technician 17.92
12012 - Certified Occupational Therapist Assistant 20.28
12015 - Certified Physical Therapist Assistant 21.27
12020 - Dental Assistant 17.74
12025 - Dental Hygienist 35.64
12030 - EKG Technician 25.58
12035 - Electroneurodiagnostic Technologist 25.58
12040 - Emergency Medical Technician 17.92
12071 - Licensed Practical Nurse I 18.39
12072 - Licensed Practical Nurse II 20.65
12073 - Licensed Practical Nurse III 23.03
12100 - Medical Assistant 16.07
12130 - Medical Laboratory Technician 17.06
12160 - Medical Record Clerk 14.97
12190 - Medical Record Technician 15.49
12195 - Medical Transcriptionist 14.97
12210 - Nuclear Medicine Technologist 33.21
12221 - Nursing Assistant I 11.19
12222 - Nursing Assistant II 12.58
12223 - Nursing Assistant III 13.04
12224 - Nursing Assistant IV 14.64
12235 - Optical Dispenser 19.71
12236 - Optical Technician 16.07

12250 - Pharmacy Technician 17.19
12280 - Phlebotomist 14.64
12305 - Radiologic Technologist 30.47
12311 - Registered Nurse I 28.63
12312 - Registered Nurse II 35.36
12313 - Registered Nurse II, Specialist 35.36
12314 - Registered Nurse III 42.34
12315 - Registered Nurse III, Anesthetist 42.34
12316 - Registered Nurse IV 50.73
12317 - Scheduler (Drug and Alcohol Testing) 18.77
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 20.62
13012 - Exhibits Specialist II 25.55
13013 - Exhibits Specialist III 31.25
13041 - Illustrator I 21.84
13042 - Illustrator II 27.03
13043 - Illustrator III 31.50
13047 - Librarian 34.75
13050 - Library Aide/Clerk 14.44
13054 - Library Information Technology Systems Administrator 28.03
13058 - Library Technician 17.05
13061 - Media Specialist I 16.60
13062 - Media Specialist II 18.13
13063 - Media Specialist III 20.22
13071 - Photographer I 16.53
13072 - Photographer II 16.99
13073 - Photographer III 22.91
13074 - Photographer IV 28.15
13075 - Photographer V 33.90
13110 - Video Teleconference Technician 16.71
14000 - Information Technology Occupations
14041 - Computer Operator I 18.42
14042 - Computer Operator II 20.61
14043 - Computer Operator III 22.98
14044 - Computer Operator IV 25.53
14045 - Computer Operator V 28.27
14071 - Computer Programmer I (1) 22.35
14072 - Computer Programmer II (1)
14073 - Computer Programmer III (1)
14074 - Computer Programmer IV (1)
14101 - Computer Systems Analyst I (1)
14102 - Computer Systems Analyst II (1)
14103 - Computer Systems Analyst III (1)
14150 - Peripheral Equipment Operator 18.42
14160 - Personal Computer Support Technician 25.53
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 31.04
15020 - Aircrew Training Devices Instructor (Rated) 37.55
15030 - Air Crew Training Devices Instructor (Pilot) 40.34
15050 - Computer Based Training Specialist / Instructor 30.10
15060 - Educational Technologist 29.24
15070 - Flight Instructor (Pilot) 40.34
15080 - Graphic Artist 28.67
15090 - Technical Instructor 23.96
15095 - Technical Instructor/Course Developer 29.31
15110 - Test Proctor 19.35
15120 - Tutor 19.35
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 10.06

16030 - Counter Attendant 10.06
16040 - Dry Cleaner 13.37
16070 - Finisher, Flatwork, Machine 10.06
16090 - Presser, Hand 10.06
16110 - Presser, Machine, Drycleaning 10.06
16130 - Presser, Machine, Shirts 10.06
16160 - Presser, Machine, Wearing Apparel, Laundry 10.06
16190 - Sewing Machine Operator 14.18
16220 - Tailor 14.82
16250 - Washer, Machine 11.19
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 20.65
19040 - Tool And Die Maker 24.38
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 16.97
21030 - Material Coordinator 21.94
21040 - Material Expediter 21.94
21050 - Material Handling Laborer 14.26
21071 - Order Filler 13.66
21080 - Production Line Worker (Food Processing) 16.97
21110 - Shipping Packer 15.71
21130 - Shipping/Receiving Clerk 15.71
21140 - Store Worker I 11.89
21150 - Stock Clerk 16.07
21210 - Tools And Parts Attendant 16.97
21410 - Warehouse Specialist 16.97
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 30.32
23021 - Aircraft Mechanic I 28.22
23022 - Aircraft Mechanic II 30.32
23023 - Aircraft Mechanic III 30.61
23040 - Aircraft Mechanic Helper 20.65
23050 - Aircraft, Painter 24.38
23060 - Aircraft Servicer 23.22
23080 - Aircraft Worker 24.04
23110 - Appliance Mechanic 22.73
23120 - Bicycle Repairer 14.12
23125 - Cable Splicer 27.27
23130 - Carpenter, Maintenance 25.96
23140 - Carpet Layer 21.73
23160 - Electrician, Maintenance 32.18
23181 - Electronics Technician Maintenance I 23.46
23182 - Electronics Technician Maintenance II 24.45
23183 - Electronics Technician Maintenance III 25.52
23260 - Fabric Worker 20.67
23290 - Fire Alarm System Mechanic 23.72
23310 - Fire Extinguisher Repairer 19.67
23311 - Fuel Distribution System Mechanic 23.37
23312 - Fuel Distribution System Operator 19.47
23370 - General Maintenance Worker 21.51
23380 - Ground Support Equipment Mechanic 28.22
23381 - Ground Support Equipment Servicer 23.22
23382 - Ground Support Equipment Worker 24.04
23391 - Gunsmith I 19.70
23392 - Gunsmith II 21.74
23393 - Gunsmith III 23.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic 24.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
25.23

23430 - Heavy Equipment Mechanic 23.23
23440 - Heavy Equipment Operator 27.07
23460 - Instrument Mechanic 24.45
23465 - Laboratory/Shelter Mechanic 22.75
23470 - Laborer 14.10
23510 - Locksmith 21.96
23530 - Machinery Maintenance Mechanic 24.45
23550 - Machinist, Maintenance 25.08
23580 - Maintenance Trades Helper 18.38
23591 - Metrology Technician I 25.45
23592 - Metrology Technician II 26.51
23593 - Metrology Technician III 27.61
23640 - Millwright 24.36
23710 - Office Appliance Repairer 22.73
23760 - Painter, Maintenance 22.75
23790 - Pipefitter, Maintenance 27.17
23810 - Plumber, Maintenance 25.80
23820 - Pneudraulic Systems Mechanic 23.74
23850 - Rigger 23.74
23870 - Scale Mechanic 21.74
23890 - Sheet-Metal Worker, Maintenance 24.84
23910 - Small Engine Mechanic 21.74
23931 - Telecommunications Mechanic I 26.48
23932 - Telecommunications Mechanic II 27.48
23950 - Telephone Lineman 26.18
23960 - Welder, Combination, Maintenance 23.74
23965 - Well Driller 23.72
23970 - Woodcraft Worker 23.74
23980 - Woodworker 19.47
24000 - Personal Needs Occupations
24570 - Child Care Attendant 14.11
24580 - Child Care Center Clerk 17.60
24610 - Chore Aide 11.01
24620 - Family Readiness And Support Services Coordinator 15.78
24630 - Homemaker 19.55
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 23.22
25040 - Sewage Plant Operator 21.24
25070 - Stationary Engineer 23.22
25190 - Ventilation Equipment Tender 17.97
25210 - Water Treatment Plant Operator 21.24
27000 - Protective Service Occupations
27004 - Alarm Monitor 18.07
27007 - Baggage Inspector 14.78
27008 - Corrections Officer 25.75
27010 - Court Security Officer 24.75
27030 - Detection Dog Handler 17.38
27040 - Detention Officer 25.75
27070 - Firefighter 22.73
27101 - Guard I 14.78
27102 - Guard II 17.38
27131 - Police Officer I 23.57
27132 - Police Officer II 26.18
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.60
28042 - Carnival Equipment Repairer 13.34
28043 - Carnival Equpment Worker 10.42
28210 - Gate Attendant/Gate Tender 13.78
28310 - Lifeguard 11.83

28350 - Park Attendant (Aide) 15.42
28510 - Recreation Aide/Health Facility Attendant 11.92
28515 - Recreation Specialist 19.10
28630 - Sports Official 12.28
28690 - Swimming Pool Operator 19.44
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 23.66
29020 - Hatch Tender 23.66
29030 - Line Handler 23.66
29041 - Stevedore I 21.21
29042 - Stevedore II 23.35
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2) 36.76
30011 - Air Traffic Control Specialist, Station (HFO) (2) 25.35
30012 - Air Traffic Control Specialist, Terminal (HFO) (2) 27.91
30021 - Archeological Technician I 18.86
30022 - Archeological Technician II 21.12
30023 - Archeological Technician III 26.16
30030 - Cartographic Technician 26.16
30040 - Civil Engineering Technician 26.16
30061 - Drafter/CAD Operator I 18.87
30062 - Drafter/CAD Operator II 21.12
30063 - Drafter/CAD Operator III 23.54
30064 - Drafter/CAD Operator IV 28.97
30081 - Engineering Technician I 15.72
30082 - Engineering Technician II 17.65
30083 - Engineering Technician III 19.76
30084 - Engineering Technician IV 24.48
30085 - Engineering Technician V 29.94
30086 - Engineering Technician VI 35.52
30090 - Environmental Technician 24.31
30210 - Laboratory Technician 22.47
30240 - Mathematical Technician 26.16
30361 - Paralegal/Legal Assistant I 18.30
30362 - Paralegal/Legal Assistant II 24.54
30363 - Paralegal/Legal Assistant III 30.00
30364 - Paralegal/Legal Assistant IV 36.31
30390 - Photo-Optics Technician 26.16
30461 - Technical Writer I 22.79
30462 - Technical Writer II 27.88
30463 - Technical Writer III 33.73
30491 - Unexploded Ordnance (UXO) Technician I 23.36
30492 - Unexploded Ordnance (UXO) Technician II 28.26
30493 - Unexploded Ordnance (UXO) Technician III 33.38
30494 - Unexploded (UXO) Safety Escort 23.36
30495 - Unexploded (UXO) Sweep Personnel 23.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) 21.83
30621 - Weather Observer, Senior (2) 24.60
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 13.20
31030 - Bus Driver 17.52
31043 - Driver Courier 15.79
31260 - Parking and Lot Attendant 10.84
31290 - Shuttle Bus Driver 16.93
31310 - Taxi Driver 11.73
31361 - Truckdriver, Light 16.93
31362 - Truckdriver, Medium 18.70
31363 - Truckdriver, Heavy 19.79
31364 - Truckdriver, Tractor-Trailer 19.79

99000 - Miscellaneous Occupations

99030 - Cashier	9.12
99050 - Desk Clerk	11.97
99095 - Embalmer	23.36
99251 - Laboratory Animal Caretaker I	13.23
99252 - Laboratory Animal Caretaker II	14.26
99310 - Mortician	30.87
99410 - Pest Controller	16.10
99510 - Photofinishing Worker	13.09
99710 - Recycling Laborer	19.15
99711 - Recycling Specialist	22.07
99730 - Refuse Collector	17.36
99810 - Sales Clerk	12.14
99820 - School Crossing Guard	12.12
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	17.27
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	15.59
99841 - Vending Machine Repairer	18.68
99842 - Vending Machine Repairer Helper	15.79

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, and 4 weeks after 15 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) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which

this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

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4 STATEMENT OF WORK

STATEMENT OF WORK

TITLE: Overhaul One Carrier 5H120 Air Conditioning Compressor

INTENT: It is the intent of this item to perform a standard overhaul of a Carrier 5H120 A/C compressor. If the "as-found condition" of the compressor indicates that more than a standard overhaul and/or in-place overhaul must be accomplished, the additional work and parts required will be issued by
the Contracting Officer Technical Representative (COTR) by Delivery Order the purchase order or modification to the contract.

LOCATION: All work shall be performed during normal working hours, as determined by the COTR, aboard the Training Ship ENTERPRISE, located at the Massachusetts Maritime Academy, 101 Academy Drive, Buzzards Bay, MA 02532.

DESCRIPTION: Contractor shall provide all labor and materials (except where noted) to accomplish the following in accordance with all applicable regulations of the U.S. Coast Guard, rules of the American Bureau of Shipping (ABS) and acceptable marine practices:

CLIN 0001:
Open and inspect one Carrier 5H120 air conditioning compressor aboard T.S. ENTERPRISE and write a Condition Report to address any parts needing repair and/or replacement beyond those listed in "Line Item 0002" below. If the inspection indicates severe wear or damage requiring removal of the compressor to a shop and/or additional parts and labor required, it shall be done via a separate Delivery Order or modification to this contract.

CLIN 0002:
If the inspection noted above in CLIN 0001, indicates that a standard overhaul is sufficient to return the compressor to a normal operating status, that standard overhaul shall be performed by the Contractor with the replacement of the following Contractor-furnished parts:

Qty	Part Description
1	Gasket Kit #5H120-502
1	Main Bearing #5H40-1012
1	Oil Pressure Regulator Valve #5H120-782
1	Shaft Seal Assembly #5H120-732
1	Seal End Bearing Washer #5H40-1062
1	Seal End Thrust Washer #5H120-1072
1	Pump End Bearing Washer #5H40-1082
3	Piston Ring Pack #5H40481
1	Center Bearing #5H80-1242
1	Center Bearing #5H120-1242
1	Oil Screen and Suction Tube #5H120-252

COMPLETION STANDARDS: The Chief Engineer (or his appointed designee by the COTR) shall operate the system at the direction of the Contractor and in the presence of the COTR to determine that the intent and description of this work item has been met, in order to inspect and accept on behalf of Marad.

Contractor shall not take any direction, verbal or in writing, from Massachusetts Maritime Academy personnel during the performance of this contract, unless authorized by the COTR, and in his presence.

OWNER'S TECHNICAL REPRESENTATIVE:
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Marine Surveyor, Training Ship ENTERPRISE
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5 INVOICE INSTRUCTIONS