SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: PRSAR080591

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE: 08/21/2008

4. ORDER NUMBER: DTMA2P08137

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 OR ☐ SET ASIDE: 0.00% FOR:

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

NAICS:
SIZE STANDARD:

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 7711

James River Reserve Fleet, Fleet Support Group, MRG-7711
End of Harrison Road, Bldg. 2606

Fort Eustis, VA 23604
Attn: Yolonda Cortledge

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

CLAY-MAC SEAL COAT CORPORATION

5731 GEORGE WASHINGTON MEMORIAL HWY STE 2
YORKTOWN, VA 23692-2685
TELEPHONE NO.(757) 898-6377 ext.

18a. PAYMENT WILL BE MADE BY — CODE

DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
MARAD A/P SAR Invoices 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

2008 - - X4303 - 971 - 80 - NDA0 - 0 - 0000 - 000000 - 70 - 086171 - 80 - NDA0 - 25408 - 6100 - 6600 -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$ 14,458.82

☐ 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 08/13/2008. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

Monique R. Leake

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

Monique Leake

31c. DATE SIGNED

08/21/2008

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: $14,458.82

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2008	X4303	971	80	NDA0	0	0000	000000	70	086171	80	NDA0

Division	Closed FYs	Cancelled Fund
25408	6100 6600	

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
POINT-OF-CONTACT IS WAYNE HANCOCK AT (757) 887-3233 EXT. 30						
DUNS #075775234						
0001	JRRF PARKING LOT REPAIR	(09/10/2008 to 09/30/2008)	1.00	JOB	$14,458.820	$ 14,458.82

Labor, materials and equipment to re-seal parking lot and remove debris at James River Reserve Fleet, Ft. Eustis, VA 23604, in accordance with the following:

- Seal Coating (identified areas during initial survey) -From the main building front entrance (around green fence on Westside of facility to the strip where the ship domes are to the adjacent eastside green fence and corner generator area (outlined with yellow stripe) north side of compound. Seal coat up to all buildings located on Southside of facility around bar stops (yellow) and remove grass.

- Crack Repair - Repair identified areas, removing all grass (without using any weed killer). Clean and seal mainline cracks over ¼" wide with hot poured commercial grade crack sealant.

- Patch (3) identified areas with 4" of asphalt & remove
all deteriorated asphalt.

- Asphalted areas will be cleaned and oil spots removed before sealcoat.

- Apply at least two (2) coats of sealer recommended for commercial applications containing 3-5 lbs of sand per gallon for skid resistance and safety

- Remove or reset concrete bumper blocks

- Repaint original parking strips after completion of seal coat

Ref Req No: PRSAR080591

Funding Information:

2008 - - X4303 - 971 - 80 - NDA0 - 0 - 0000 - 000000 - 70 - 086171 -
80 - NDA0 - 25408 - 6100 - 6600 -
$14,458.82

Total Cost: $14,458.82

In order for an invoice to be processed it must include your Federal Tax ID number, Purchase order Number, and Invoice Number. Without these numbers your invoice will be returned and payment will be delayed.

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COMMERCIAL CLAUSES

1 INVOICE SUBMISSION

INVOICE SUBMISSION - MARAD/SAR

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

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. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.

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

2 52.212-04 ALT I CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007) - ALTERNATE I FEBRUARY 2007

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.
(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate"

for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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 52.233-1, 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. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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 of any excusable delay, setting forth 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) Payments. (1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
(i) Hourly rate.
(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
(ii) Materials.
(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the-
(1) Quantities being acquired; and
(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-
(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
(C) To the extent able, the Contractor shall-
(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]
(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]
(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-
(A) The original timecards (paper-based or electronic);
(B) The Contractor's timekeeping procedures;
(C) Contractor records that show the distribution of labor between jobs or contracts; and
(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-
(A) Any invoices or subcontract agreements substantiating material costs; and
(B) Any documents supporting payment of those invoices.
(5) Overpayments/Underpayments. (i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the

parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
(6) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
(7) 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.
(8) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(9) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 thhis 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 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.
(t) Central Contractor Registration (CCR).
(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

3	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)).

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

_X__ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (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).

_X__ (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.

_X__ (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)).

_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).

___ (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.]

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

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (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)

4 WAGE DETERMINATION

WD 05-2544 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008
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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
|
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| Wage Determination No.: 2005-2544
Shirley F. Ebbesen Division of | Revision No.: 8
Director Wage Determinations| Date Of Revision: 05/29/2008
_____|_____
States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 12.14

01012 - Accounting Clerk II 14.55
01013 - Accounting Clerk III 16.28
01020 - Administrative Assistant 22.28
01040 - Court Reporter 16.65
01051 - Data Entry Operator I 11.04
01052 - Data Entry Operator II 13.90
01060 - Dispatcher, Motor Vehicle 14.55
01070 - Document Preparation Clerk 12.01
01090 - Duplicating Machine Operator 12.01
01111 - General Clerk I 10.98
01112 - General Clerk II 13.37
01113 - General Clerk III 14.95
01120 - Housing Referral Assistant 19.00
01141 - Messenger Courier 10.41
01191 - Order Clerk I 13.46
01192 - Order Clerk II 17.61
01261 - Personnel Assistant (Employment) I 15.12
01262 - Personnel Assistant (Employment) II 16.92
01263 - Personnel Assistant (Employment) III 18.86
01270 - Production Control Clerk 20.57
01280 - Receptionist 11.47
01290 - Rental Clerk 12.86
01300 - Scheduler, Maintenance 14.59
01311 - Secretary I 14.59
01312 - Secretary II 16.65
01313 - Secretary III 19.00
01320 - Service Order Dispatcher 13.97
01410 - Supply Technician 22.28
01420 - Survey Worker 13.82
01531 - Travel Clerk I 10.83
01532 - Travel Clerk II 11.57
01533 - Travel Clerk III 12.26
01611 - Word Processor I 13.03
01612 - Word Processor II 14.63
01613 - Word Processor III 16.36
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 21.34
05010 - Automotive Electrician 19.12
05040 - Automotive Glass Installer 18.26
05070 - Automotive Worker 18.26
05110 - Mobile Equipment Servicer 16.50
05130 - Motor Equipment Metal Mechanic 20.02
05160 - Motor Equipment Metal Worker 18.26
05190 - Motor Vehicle Mechanic 20.02
05220 - Motor Vehicle Mechanic Helper 15.57
05250 - Motor Vehicle Upholstery Worker 17.36
05280 - Motor Vehicle Wrecker 18.26
05310 - Painter, Automotive 19.12
05340 - Radiator Repair Specialist 17.36
05370 - Tire Repairer 13.37
05400 - Transmission Repair Specialist 20.02
07000 - Food Preparation And Service Occupations
07010 - Baker 10.91
07041 - Cook I 8.79
07042 - Cook II 9.71
07070 - Dishwasher 7.85
07130 - Food Service Worker 8.45
07210 - Meat Cutter 13.94
07260 - Waiter/Waitress 7.80

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 21.23
09040 - Furniture Handler 13.34
09080 - Furniture Refinisher 16.03
09090 - Furniture Refinisher Helper 13.05
09110 - Furniture Repairer, Minor 14.56
09130 - Upholsterer 16.67
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 10.37
11060 - Elevator Operator 10.37
11090 - Gardener 12.34
11122 - Housekeeping Aide 11.40
11150 - Janitor 11.92
11210 - Laborer, Grounds Maintenance 10.65
11240 - Maid or Houseman 7.90
11260 - Pruner 11.63
11270 - Tractor Operator 12.45
11330 - Trail Maintenance Worker 10.65
11360 - Window Cleaner 12.64
12000 - Health Occupations
12010 - Ambulance Driver 15.31
12011 - Breath Alcohol Technician 15.31
12012 - Certified Occupational Therapist Assistant 20.56
12015 - Certified Physical Therapist Assistant 20.57
12020 - Dental Assistant 12.88
12025 - Dental Hygienist 29.49
12030 - EKG Technician 21.24
12035 - Electroneurodiagnostic Technologist 21.24
12040 - Emergency Medical Technician 15.31
12071 - Licensed Practical Nurse I 13.14
12072 - Licensed Practical Nurse II 14.70
12073 - Licensed Practical Nurse III 16.39
12100 - Medical Assistant 11.14
12130 - Medical Laboratory Technician 15.35
12160 - Medical Record Clerk 12.21
12190 - Medical Record Technician 13.66
12195 - Medical Transcriptionist 13.28
12210 - Nuclear Medicine Technologist 27.05
12221 - Nursing Assistant I 8.86
12222 - Nursing Assistant II 9.95
12223 - Nursing Assistant III 10.86
12224 - Nursing Assistant IV 11.17
12235 - Optical Dispenser 15.88
12236 - Optical Technician 15.08
12250 - Pharmacy Technician 14.32
12280 - Phlebotomist 12.32
12305 - Radiologic Technologist 22.61
12311 - Registered Nurse I 21.69
12312 - Registered Nurse II 26.21
12313 - Registered Nurse II, Specialist 26.21
12314 - Registered Nurse III 31.71
12315 - Registered Nurse III, Anesthetist 31.71
12316 - Registered Nurse IV 38.05
12317 - Scheduler (Drug and Alcohol Testing) 17.64
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 19.40
13012 - Exhibits Specialist II 23.89
13013 - Exhibits Specialist III 26.54
13041 - Illustrator I 20.00

13042 - Illustrator II 24.56
13043 - Illustrator III 29.67
13047 - Librarian 32.67
13050 - Library Aide/Clerk 10.16
13054 - Library Information Technology Systems Administrator 20.83
13058 - Library Technician 14.81
13061 - Media Specialist I 15.16
13062 - Media Specialist II 16.96
13063 - Media Specialist III 18.91
13071 - Photographer I 12.66
13072 - Photographer II 16.78
13073 - Photographer III 20.39
13074 - Photographer IV 22.64
13075 - Photographer V 27.40
13110 - Video Teleconference Technician 15.57
14000 - Information Technology Occupations
14041 - Computer Operator I 15.19
14042 - Computer Operator II 16.99
14043 - Computer Operator III 18.95
14044 - Computer Operator IV 21.05
14045 - Computer Operator V 23.31
14071 - Computer Programmer I (1) 19.54
14072 - Computer Programmer II (1) 22.11
14073 - Computer Programmer III (1) 26.48
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 15.19
14160 - Personal Computer Support Technician 21.05
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 30.14
15020 - Aircrew Training Devices Instructor (Rated) 36.47
15030 - Air Crew Training Devices Instructor (Pilot) 39.70
15050 - Computer Based Training Specialist / Instructor 29.49
15060 - Educational Technologist 27.30
15070 - Flight Instructor (Pilot) 39.70
15080 - Graphic Artist 22.07
15090 - Technical Instructor 20.43
15095 - Technical Instructor/Course Developer 24.99
15110 - Test Proctor 17.61
15120 - Tutor 17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 8.00
16030 - Counter Attendant 8.00
16040 - Dry Cleaner 9.98
16070 - Finisher, Flatwork, Machine 8.00
16090 - Presser, Hand 8.00
16110 - Presser, Machine, Drycleaning 8.00
16130 - Presser, Machine, Shirts 8.00
16160 - Presser, Machine, Wearing Apparel, Laundry 8.00
16190 - Sewing Machine Operator 10.71
16220 - Tailor 11.46
16250 - Washer, Machine 8.66
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 21.06
19040 - Tool And Die Maker 23.33
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 14.97

21030 - Material Coordinator 20.57
21040 - Material Expediter 20.57
21050 - Material Handling Laborer 10.63
21071 - Order Filler 10.33
21080 - Production Line Worker (Food Processing) 14.97
21110 - Shipping Packer 12.79
21130 - Shipping/Receiving Clerk 12.79
21140 - Store Worker I 11.63
21150 - Stock Clerk 14.55
21210 - Tools And Parts Attendant 14.97
21410 - Warehouse Specialist 14.97
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 22.99
23021 - Aircraft Mechanic I 22.03
23022 - Aircraft Mechanic II 22.99
23023 - Aircraft Mechanic III 23.93
23040 - Aircraft Mechanic Helper 16.24
23050 - Aircraft, Painter 20.06
23060 - Aircraft Servicer 18.10
23080 - Aircraft Worker 19.04
23110 - Appliance Mechanic 18.33
23120 - Bicycle Repairer 14.43
23125 - Cable Splicer 22.35
23130 - Carpenter, Maintenance 18.33
23140 - Carpet Layer 17.61
23160 - Electrician, Maintenance 20.86
23181 - Electronics Technician Maintenance I 20.64
23182 - Electronics Technician Maintenance II 21.71
23183 - Electronics Technician Maintenance III 22.75
23260 - Fabric Worker 16.32
23290 - Fire Alarm System Mechanic 19.21
23310 - Fire Extinguisher Repairer 15.78
23311 - Fuel Distribution System Mechanic 19.84
23312 - Fuel Distribution System Operator 16.35
23370 - General Maintenance Worker 17.43
23380 - Ground Support Equipment Mechanic 22.03
23381 - Ground Support Equipment Servicer 18.10
23382 - Ground Support Equipment Worker 19.04
23391 - Gunsmith I 15.72
23392 - Gunsmith II 18.33
23393 - Gunsmith III 19.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic 19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
20.05
23430 - Heavy Equipment Mechanic 19.39
23440 - Heavy Equipment Operator 19.21
23460 - Instrument Mechanic 19.12
23465 - Laboratory/Shelter Mechanic 18.33
23470 - Laborer 10.30
23510 - Locksmith 18.17
23530 - Machinery Maintenance Mechanic 20.28
23550 - Machinist, Maintenance 19.21
23580 - Maintenance Trades Helper 14.81
23591 - Metrology Technician I 19.12
23592 - Metrology Technician II 20.04
23593 - Metrology Technician III 20.87
23640 - Millwright 25.30
23710 - Office Appliance Repairer 17.36
23760 - Painter, Maintenance 18.33

23790 - Pipefitter, Maintenance 19.54
23810 - Plumber, Maintenance 18.65
23820 - Pneudraulic Systems Mechanic 19.21
23850 - Rigger 18.97
23870 - Scale Mechanic 17.43
23890 - Sheet-Metal Worker, Maintenance 19.21
23910 - Small Engine Mechanic 16.68
23931 - Telecommunications Mechanic I 22.00
23932 - Telecommunications Mechanic II 24.02
23950 - Telephone Lineman 21.20
23960 - Welder, Combination, Maintenance 18.19
23965 - Well Driller 19.22
23970 - Woodcraft Worker 19.21
23980 - Woodworker 15.72
24000 - Personal Needs Occupations
24570 - Child Care Attendant 8.16
24580 - Child Care Center Clerk 12.63
24610 - Chore Aide 7.55
24620 - Family Readiness And Support Services Coordinator 12.72
24630 - Homemaker 13.34
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 20.80
25040 - Sewage Plant Operator 19.08
25070 - Stationary Engineer 20.80
25190 - Ventilation Equipment Tender 15.80
25210 - Water Treatment Plant Operator 19.08
27000 - Protective Service Occupations
27004 - Alarm Monitor 15.48
27007 - Baggage Inspector 10.06
27008 - Corrections Officer 16.30
27010 - Court Security Officer 18.25
27030 - Detection Dog Handler 13.92
27040 - Detention Officer 16.30
27070 - Firefighter 16.24
27101 - Guard I 10.06
27102 - Guard II 13.92
27131 - Police Officer I 20.46
27132 - Police Officer II 22.73
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 10.43
28042 - Carnival Equipment Repairer 10.95
28043 - Carnival Equpment Worker 7.43
28210 - Gate Attendant/Gate Tender 13.31
28310 - Lifeguard 11.90
28350 - Park Attendant (Aide) 14.88
28510 - Recreation Aide/Health Facility Attendant 10.86
28515 - Recreation Specialist 17.97
28630 - Sports Official 11.85
28690 - Swimming Pool Operator 15.57
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 19.07
29020 - Hatch Tender 19.07
29030 - Line Handler 19.07
29041 - Stevedore I 18.13
29042 - Stevedore II 20.05
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2) 33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2) 23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2) 25.79

30021 - Archeological Technician I 16.62
30022 - Archeological Technician II 17.30
30023 - Archeological Technician III 22.85
30030 - Cartographic Technician 24.93
30040 - Civil Engineering Technician 22.86
30061 - Drafter/CAD Operator I 17.14
30062 - Drafter/CAD Operator II 19.17
30063 - Drafter/CAD Operator III 21.38
30064 - Drafter/CAD Operator IV 26.30
30081 - Engineering Technician I 16.02
30082 - Engineering Technician II 17.99
30083 - Engineering Technician III 20.54
30084 - Engineering Technician IV 24.93
30085 - Engineering Technician V 30.49
30086 - Engineering Technician VI 36.89
30090 - Environmental Technician 19.88
30210 - Laboratory Technician 18.55
30240 - Mathematical Technician 24.93
30361 - Paralegal/Legal Assistant I 14.67
30362 - Paralegal/Legal Assistant II 18.17
30363 - Paralegal/Legal Assistant III 22.23
30364 - Paralegal/Legal Assistant IV 26.89
30390 - Photo-Optics Technician 24.93
30461 - Technical Writer I 21.00
30462 - Technical Writer II 25.67
30463 - Technical Writer III 31.06
30491 - Unexploded Ordnance (UXO) Technician I 21.58
30492 - Unexploded Ordnance (UXO) Technician II 26.11
30493 - Unexploded Ordnance (UXO) Technician III 31.30
30494 - Unexploded (UXO) Safety Escort 21.58
30495 - Unexploded (UXO) Sweep Personnel 21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) 21.38
30621 - Weather Observer, Senior (2) 23.16
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 11.13
31030 - Bus Driver 14.07
31043 - Driver Courier 13.40
31260 - Parking and Lot Attendant 8.28
31290 - Shuttle Bus Driver 14.22
31310 - Taxi Driver 10.29
31361 - Truckdriver, Light 14.22
31362 - Truckdriver, Medium 15.59
31363 - Truckdriver, Heavy 17.75
31364 - Truckdriver, Tractor-Trailer 17.75
99000 - Miscellaneous Occupations
99030 - Cashier 8.48
99050 - Desk Clerk 8.83
99095 - Embalmer 22.34
99251 - Laboratory Animal Caretaker I 9.61
99252 - Laboratory Animal Caretaker II 10.20
99310 - Mortician 27.96
99410 - Pest Controller 14.23
99510 - Photofinishing Worker 11.34
99710 - Recycling Laborer 14.96
99711 - Recycling Specialist 16.88
99730 - Refuse Collector 13.79
99810 - Sales Clerk 10.13
99820 - School Crossing Guard 10.58
99830 - Survey Party Chief 16.54

99831 - Surveying Aide	10.33
99832 - Surveying Technician	15.04
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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.