

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

1. REQUISITION NUMBER  
 PRSAR090160  
 PAGE 1 OF 28

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 12/23/2008 4. ORDER NUMBER DTMA2P09027 5. SOLICITATION NUMBER DTMA2Q09005 6. SOLICITATION ISSUE DATE 12/01/2008

**7. FOR SOLICITATION INFORMATION CALL:**  
 a. NAME Glen Spears b. TELEPHONE NUMBER (No collect calls) (757) 441-3245 ext. 8. OFFER DUE DATE/ 12/10/2008 LOCAL TIME 2:00 pm

9. ISSUED BY 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.  
 CODE 00092  
 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: 336611  
 SIZE STANDARD: Over 1,000

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 T.S. ENTERPRISE  
 c/o Massachusetts Maritime Academy 101 Academy Drive  
 Buzzards Bay, MA 02532  
 Attn: J. Taddia  
 CODE  
 16. ADMINISTERED BY DOT/Maritime Administration, SAR Acquisition  
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 4D, Room 211  
 Norfolk, VA 23505  
 CODE 00092

17a. CONTRACTOR/OFFEROR DORCIC D INC  
 332 N NIAGARA AVE  
 LINDENHURST, NY 11757-3511  
 TELEPHONE NO.(631) 888-5256 ext.  
 CODE \* FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710,  
 Oklahoma City, OK 73125  
 CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 10,400.50

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ your quote \_\_\_\_\_ OFFER  
 DATED 12/06/2008 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)  
 30b. NAME AND TITLE OF SIGNER (Type or print) Milton G. Spears 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Milton G. Spears 31c. DATE SIGNED 12/23/2008

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09027	<b>Title</b> ENT AUTOMATION TECH	<b>Page</b> 3 of 28
--------------------------	---------------------------------------	-------------------------------------	------------------------

**Total Funding:** \$10,400.50

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	P107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
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	PROVIDE AUTOMATION TECHNICAL SERVICES	0001	01/06/2009	1.00	JOB	\$5,625.000	\$ 5,625.00
------	---------------------------------------	------	------------	------	-----	-------------	-------------

(01/06/2009 to 01/11/2009)

PROVIDE AUTOMATION TECHNICAL SERVICES IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT, CLIN 0001

Ref Req No: PRSAR090160

Funding Information:

2009 - - X1750 - SMR 120 - SM - P107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$5,625.00

0002	TRAVEL & PER DIEM COSTS	0002	01/11/2009	1.00	JOB	\$1,275.500	\$ 1,275.50
------	-------------------------	------	------------	------	-----	-------------	-------------

(01/06/2009 to 01/11/2009)

PROVIDE TRAVEL AND PER DIEM COSTS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK, CLIN 0002.

Ref Req No: PRSAR090160

Funding Information:

2009 - - X1750 - SMR 120 - SM - P107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$1,275.50

0003	SUPPLEMENTAL LABOR	0003	01/11/2009	20.00	MH	\$75.000	\$ 1,500.00
------	--------------------	------	------------	-------	----	----------	-------------

(01/06/2009 to 01/11/2009)

The supplemental labor rate offered shall be a yard-wide composite labor rate and include all management, supervision, overhead, G & A, handling charges, freight, profit, contractor and sub-contractor burden, overtime, quality assurance, delay and disruption, bonding, insurance, etc. The yard-wide composite rate offered by the Contractor shall be binding during the entire period of this contract for all supplemental work which cannot be accurately described at this time and is not included in other contract line items. Under this CLIN, the government may order up to the indicated quantity of man-hours to be performed by the Contractor at the contract yard-wide composite rate for supplemental labor. Authorization to proceed with supplemental labor work will be issued in writing on individual supplemental work authorizations at the option of the U.S. Maritime Administration.

Ref Req No: PRSAR090160

Funding Information:

2009 - - X1750 - SMR 120 - SM - P107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$1,500.00

<b>Line Item Summary</b>	<b>Document Number</b> DTMA2P09027	<b>Title</b> ENT AUTOMATION TECH	<b>Page</b> 4 of 28
--------------------------	---------------------------------------	-------------------------------------	------------------------

**Total Funding:** \$10,400.50

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X1750	SMR 120	SM	P107	0	0000	160000				
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								
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)
------------------	-------------	----------	--	----------	---------------	------------	---------------------------------

0004	SUPPLEMENTAL MATERIAL	0004	01/11/2009	1.00	JOB	\$2,000.000	\$ 2,000.00
------	-----------------------	------	------------	------	-----	-------------	-------------

(01/06/2009 to 01/11/2009)

THIS IS A NOT TO EXCEED AMOUNT

The allowance for supplemental material is for direct costs of materials or subcontracts only. Any allowance for handling, equipment, profit and overhead is to be included in the applicable hourly rate for supplemental labor. All work under this CLIN must be specifically authorized in writing by the COTR or Contracting Officer on a supplemental work authorization as defined in the clause MCL.H-2 SUPPLEMENT WORK REQUESTS.

A cost of \$2,000.00 must be used for proposal submission purposes.

Ref Req No: PRSAR090160

Funding Information:

2009 - - X1750 - SMR 120 - SM - P107 - 0 - 0000 - 160000 - - - -  
 - 25711 - 6100 - 6600 -  
 \$2,000.00

**Total Cost:** \$10,400.50

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 5 of 28
--	------------------------------------	--	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	6
1 STATEMENT OF WORK	6
2 Contract Terms and Conditions--Commercial Items (Oct 2008) - Alternate I	6
3 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	12
4 INVOICE SUBMISSION INSTRUCTIONS	16
5 APPLICABLE DOL WAGE DETERMINATION	16
SECTION H -- Special Contract Requirements	27
H.1 SUPPLEMENTAL WORK REQUESTS	27

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 6 of 28
--	------------------------------------	--	--------------

COMMERCIAL CLAUSES

1 STATEMENT OF WORK

Performance Work Statement (PWS) Title: Provide Automation Technical Services

Background and Intent: The Training Ship Kennedy (previously T. S. Enterprise) will be bringing her steam plant on-line on or about January 4, 2009 in preparation for her 2009 Winter Training Cruise. It is the intent of this PWS for the Contractor to provide the services of an automation technician for a 6 day period from January 6 thru January 11, 2009. The technician shall be an industry recognized expert in the troubleshooting and repair of shipboard automation systems and equipment, specifically, the General Regulator N51 boiler combustion controls, Bailey dual element feed water regulators, Moore hot well level controllers, Leslie and Fisher control valves and positioners, and Ametek temperature controllers. The services required shall involve the testing, troubleshooting, cleaning, repair, calibration and/or adjusting of various boiler and auxiliary control systems on an as needed basis as determined by the ship's Chief Engineer.

Location: The Training Ship Kennedy is berthed at her pier at the Massachusetts Maritime Academy, 101 Academy Drive, Buzzards Bay, MA 02532.

Performance Period/Work Hours: This PWS shall take place from January 6, 2009 thru January 11, 2009. The technician will be required to work a minimum 10 hour day. In addition, the technician will be required to ride the ship out to the pilot station (Point Judith, RI) on the day of departure in order to provide services while the systems are under load. The technician will be disembarked by boat at the pilot station and provided transportation back to Massachusetts Maritime Academy.

Description of Work:

General: The Contractor shall provide all labor required to accomplish this PWS in accordance with all applicable regulations of the U.S. Coast Guard (USCG) and Rules of the American Bureau of Shipping (ABS).

CLIN 0001: Provide Automation Technical Services

The Contractor shall provide an automation technician's services for a 6 day period from January 6 thru January 11, 2009 to test, troubleshoot, clean, repair, calibrate and/or adjust, as necessary, various boiler and auxiliary control systems, as requested by the ship's Chief Engineer.

CLIN 0002: Travel and Per Diem Expenses

Air travel costs are to be based on using coach or economy rates. Allowances for per diem including lodging, meals, and incidental expenses are limited to that allowed for the work location under the Federal Travel Regulations - see Per Diem Rates on [www.gsa.gov](http://www.gsa.gov). Exceptions for higher rates due to unavailability of suitable accommodations at GSA lodging rates must be supported and approved by the Contracting Officer. The Contractor is requested to state the point of departure and return of the technician and to estimate the total cost for this CLIN over the period of this contract.

2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCTOBER  
ALT I (OCT 2008) - ALTERNATE I 2008

- (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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 7 of 28
--	------------------------------------	--	--------------

- (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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 8 of 28
--	------------------------------------	--	--------------

(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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 9 of 28
--	------------------------------------	--	--------------

(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

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 10 of 28
--	------------------------------------	--	---------------

(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. 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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) 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.

(7) 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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 11 of 28
--	------------------------------------	--	---------------

(8) 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.

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

(10) 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 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 52.212-5.

(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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 12 of 28
--	------------------------------------	--	---------------

(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	DECEMBER 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:

\_\_\_ (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).

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 13 of 28
--	------------------------------------	--	---------------

- \_\_\_ (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 (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (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).
- X\_\_\_ (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).

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 14 of 28
--	------------------------------------	--	---------------

\_\_\_(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)).

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:

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.).

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 15 of 28
--	------------------------------------	--	---------------

\_\_\_ (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 (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 16 of 28
--	------------------------------------	--	---------------

(End of Clause)

#### 4 INVOICE SUBMISSION INSTRUCTIONS

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](mailto:MARADInvoices@faa.gov), with copy to [MARADSARInvoices@dot.gov](mailto:MARADSARInvoices@dot.gov)

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

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

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

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

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

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

#### 5 APPLICABLE DOL WAGE DETERMINATION

WD 05-2259 (Rev.-7) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/03/2008

\*\*\*\*\*  
 \*\*\*\*\*

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

Shirley F. Ebbesen | Division of | Revision No.: 7  
 Director | Wage Determinations | Date Of Revision: 05/29/2008

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,

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 17 of 28
--	------------------------------------	--	---------------

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

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 18 of 28
--	------------------------------------	--	---------------

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

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 19 of 28
--	------------------------------------	--	---------------

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	

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 20 of 28
--	------------------------------------	--	---------------

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	

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 21 of 28
--	------------------------------------	--	---------------

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 Equipment Worker	10.42	
28210 - Gate Attendant/Gate Tender	13.78	
28310 - Lifeguard	11.83	
28350 - Park Attendant (Aide)	15.42	

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 22 of 28
--	------------------------------------	--	---------------

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		

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 23 of 28
--	------------------------------------	--	---------------

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: \$3.24 per hour or \$129.60 per week or \$561.60 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

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 24 of 28
--	------------------------------------	--	---------------

that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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:

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 25 of 28
--	------------------------------------	--	---------------

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

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 26 of 28
--	------------------------------------	--	---------------

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.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 27 of 28
--	------------------------------------	--	---------------

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 MCL.H-2 SUPPLEMENTAL WORK REQUESTS

AUGUST  
2005

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.) (3.) through (c.) (6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.) (10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

	<b>Document No.</b> DTMA2P09027	<b>Document Title</b> ENT AUTOMATION TECH	Page 28 of 28
--	------------------------------------	--	---------------

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c).(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$3,000.00