

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

1. REQUISITION NUMBER  
 PRSBRF10021

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 04/30/2010 4. ORDER NUMBER DTMA4P10014 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY DOT/Maritime Administration, DPO Acquisition 201 Mission Street, Suite 1800 San Francisco, CA 94105-1905 TEL: (415) 744-2924 ext. FAX: (415) 744-2576 ext. CODE 00094 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: 488330 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO DOT/Maritime Administration, DPO - Suisun Bay Reserve Fleet 2595 Lake Herman Road (FOG) Benicia, CA 94510 Attn: Joe Pecoraro CODE 47094 16. ADMINISTERED BY DOT/Maritime Administration, DPO 201 Mission Sreet, Suite 1800 San Francisco, CA 94105 CODE 00094

17a. CONTRACTOR/OFFEROR OSCAR NIEMETH TOWING, INC. 1313 CANAL BLVD RICHMOND, CA 94804-3555 TELEPHONE NO.(510) 234-3200 ext. CODE \* FACILITY CODE 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P WR 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 2010 - 70 - X4303 - RRF972 - 76 - FCM0 - 0 - - 70 - 106172 - 76 - FCM0 - 25711 - - - 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 51,922.87

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 1 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. T-AOT-151 OFFER  DATED 04/26/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Debra K. Velmere* 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Debra K. Velmere 31c. DATE SIGNED 04/30/2010

TABLE OF CONTENTS

COMMERCIAL CLAUSES	6
1    Contract Terms and Conditions--Commercial Items	6
2    Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	10
SECTION A -- Solicitation/Contract Form	14
A.1    Exceptions to quote received 4/12/2010, Reference t-aot-5076	14
SECTION C -- Descriptions and Specifications	15
C.1    Performance Work Statement	15
SECTION H -- Special Contract Requirements	16
H.1    SUPERVISION	16
H.2    MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL	16
SECTION I -- Contract Clauses	21
I.1    TOWERS INSURANCE	21
I.2    IMDEMNITY AND INSURANCE	22
I.3    Accident and Fire Reporting	22
I.4    PAYMENT PROCESS	23
I.5    TOWERS CLAUSE	23
I.6    Contracting Officer's Technical Representative	24
SECTION J -- List of Documents, Exhibits and Other Attachments	25
J.1    LIST OF OTHER DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	25
J.2    WAGE DETERMINATION	25

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 6 of 36
--	------------------------------------	--	--------------

## COMMERCIAL CLAUSES

1      52.212-04      CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      MARCH  
2009

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

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

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

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

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

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

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

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 7 of 36
--	------------------------------------	--	--------------

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(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) Interest. (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, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed 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 within 30 days;

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 8 of 36
--	------------------------------------	--	--------------

(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 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.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 9 of 36
--	------------------------------------	--	--------------

(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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 10 of 36
--	------------------------------------	--	---------------

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS**      **FEBRUARY 2006**

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

\_\_\_ (3) 52.219-4, 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]

\_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.

\_\_\_ (5) (i) 52.219-6, 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) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 11 of 36
--	------------------------------------	--	---------------

(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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

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

(23) 52.225-1, Buy American Act Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(24)(i)52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (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).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 12 of 36
--	------------------------------------	--	---------------

(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(29) 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)).

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

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

(32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (MAY 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(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.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 13 of 36
--	------------------------------------	--	---------------

(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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (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, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 14 of 36
--	------------------------------------	--	---------------

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 EXCEPTIONS TO QUOTE RECEIVED 4/12/2010, REFERENCE T-AOT-5076

1. OSCAR NIEMETH TOWING (ONT) will provide 3 tugs. The third tug is for assisting the MT WASHINGTON mooring to the POPE.
2. The fleet tug YTB FALCON will not be available for assistance. The fleet superintendent reserves his right to assist.
3. Payment responsibility between ONT and MARAD and ONT and BAE Systems Ship Repair are laid out in Attachment 1 titled, BAE-Gen Patrick-Mt Washington schedule.pdf
4. Addition terms and conditions are listed under Section I.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 15 of 36
--	------------------------------------	--	---------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 PERFORMANCE WORK STATEMENT

Ship Move, S/T SHOSHONE

Provide tugs, pilotage, riding crew, and other services as required to move the steam tanker SHOSHONE from her berth on offshore F-Row to a berth amidst K-Row being vacated by the departure of GENERAL JOHN POPE.

This is to be accomplished immediately following the removal of POPE from K-Row, between MOUNT WASHINGTON and THOMASTON. The POPE departure, including splitting the row to facilitate it, will be accomplished by others. The POPE departure is currently scheduled for May 5, 2010.

Hold SHOSHONE steady in place alongside GETTYSBURG. Contractor's riding crew aboard SHOSHONE shall assist SBRF line handlers aboard GETTYSBURG in slacking and removing the synthetic mooring lines securing the two ships. Take lines aboard SHOSHONE and fake down in preparation for mooring the ship in K-Row.

Move SHOSHONE from offshore F-Row to within K-Row alongside THOMASTON.

Hold SHOSHONE steady in place alongside THOMASTON. Contractor's riding crew aboard SHOSHONE shall assist SBRF line handlers aboard THOMASTON in securing SHOSHONE to the THOMASTON using synthetic line.

Once SHOSHONE is secure to THOMASTON, tugs provided by others will push the row back together.

Contractor's riding crew aboard SHOSHONE shall assist SBRF line handlers aboard MOUNT WASHINGTON in securing SHOSHONE to MOUNT WASHINGTON using synthetic line.

The SHOSHONE will be dead-ship, not under her own power.

SBRF will provide the following:

- " Disconnecting shore power from SHOSHONE.
- " Heave up and stow SHOSHONE's anchors and chain.
- " Shaft and rudder locks.
- " Stowing brow between SHOSHONE and GETTYSBURG.
- " Positioning of mooring fenders.
- " Retrieval of interfering high voltage underwater shore power cable from shore to inshore K-Row and from K-Row to L-Row.
- " Line handlers aboard the receiving ships.
- " Transportation for personnel from pier to ship and return.
- " Portable toilet aboard SHOSHONE.

Determining the number of resources required, including the number and type of tugs, pilots, and riding crew, will be the responsibility of the contractor.

Ship particulars, SHOSHONE:

- " Length 591 ft.
- " Breadth 84 ft.
- " Depth 42 ft.
- " Draft 1 ft. 06 in. fwd; 17 ft. 06 in. aft
- " Tonnage 15,626 Gross; 26,943 DWT

Air draft is not an issue for this move.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 16 of 36
--	------------------------------------	--	---------------

**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

**H.1 MCL.H-13 SUPERVISION**

**AUGUST  
2005**

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

**H.2 MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL**

**AUGUST  
2005**

1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.
2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.
3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.
4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.
8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 17 of 36
--	------------------------------------	--	---------------

10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.

11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.

12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.

13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.

14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.

15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.

16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.

17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.

18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.

19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.

20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.

(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air-purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.

(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.

(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 18 of 36
--	------------------------------------	--	---------------

- (e) Asbestos warning signs shall be posted at the access door of all regulated areas.
21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.
22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.
23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.
24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.
25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.
26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.
27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.
28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.
29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.
30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:
- (a) Cans painted red and stenciled: "VAR SOL", "XYLENE" or "GASOLINE", as applicable
  - (b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable
  - (c) Cans painted red with a white band and stenciled: "KEROSENE"
31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.
32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.
33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.
34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.
35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 19 of 36
--	------------------------------------	--	---------------

36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.

37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.

38. Never look directly at arc welding because of the potential for serious eye injury.

39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.

40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.

41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.

42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.

43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.

44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.

45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.

46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.

47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 20 of 36
--	------------------------------------	--	---------------

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief valves must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 21 of 36
--	------------------------------------	--	---------------

## SECTION I -- CONTRACT CLAUSES

### I.1 TOWERS INSURANCE

#### H.1 TOWERS INSURANCE

A. The coverage below shall be in effect while the Vessel are being towed:

1. Tower's Liability - When the Obsolete Vessel(s) is being moved it must have full form tower's liability with the United States of America being named and waived.

Minimum Coverage Requirements: \$5 million limit.

2. Hull and Machinery,

Minimum Coverage Requirements:

The Contractor shall ensure that any tower of the Vessel(s) shall maintain broad form collision tower's liability with a limit of \$5 million. The tower shall also insure each tug performing under this contract with Protection and Indemnity Insurance with a minimum limit of \$5 million and Hull & Machinery Insurance covering the value of each tug.

3. Marine Protection and Indemnity (P&I), including, but not limited to, sudden and accidental pollution liability, full collision liability, and removal of wreck. This coverage shall include insurance for damage to third parties however caused arising out of movement of the Obsolete Vessel(s).

Minimum Coverage Requirements: \$10 million per occurrence

#### B. CONFIRMATION FORMS AND INFORMATION

Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the:

U.S. Department of Transportation,  
Division of Marine Insurance, MAR-575, Room 8117,  
1200 New Jersey Ave, S.E.,  
Washington, DC 20590.

The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 22 of 36
--	------------------------------------	--	---------------

Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

## I.2 IMDEMNITY AND INSURANCE

To the extent provided in clause TOWES INSURANCE the Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer upon notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, upon 5 work days after notification by the Contracting Officer a copy of all original insurance policies. These may be sent by mail or facsimile machine.

## I.3 1252.223- ACCIDENT AND FIRE REPORTING 71

MAY 2005

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

- (1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 23 of 36
--	------------------------------------	--	---------------

facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

#### I.4 PAYMENT PROCESS

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).

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 WR 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 WR Invoices Branch  
AMZ-150  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

#### I.5 TOWERS CLAUSE

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 24 of 36
--	------------------------------------	--	---------------

I. Preparation and Towing

(a) Both parties shall mutually agree to any change in the time of transfer due to inclement weather or other unforeseen circumstances.

(b) It shall be the Contractor's responsibility to:

(1) Provide the tugs, pilots, towing gear, equipment and riding crew as necessary, for tow from F-Row to within K- at the Suisun Bay Reserve Fleet, Benicia, CA.

(2) Obtain standard towing liability insurance.

II. Shifting

While the vessel is in the custody of the Contractor, any necessary towage, shifting of the vessel's berth, carriage, or other transportation between the vessel and elsewhere, which may be incidental to the work herein specified, shall be furnished by the Contractor without additional charge to the Government.

I.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) under this purchase order for receipt and acceptance under FAR clause 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS is:

Joseph Pecoraro  
Suisun Bay Reserve Fleet  
2595 Lake Herman Road  
Benicia CA 94510

(707) 745-0487

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF OTHER DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT

1. BAE-Gen Patrick-Mt Washington schedule.pdf
2. Wage Determination Solano County

J.2 WAGE DETERMINATION

WD 05-2069 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

\*\*\*\*\*

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.: 2005-2069

Shirley F. Ebbesen Division of | Revision No.: 8  
 Director Wage Determinations| Date Of Revision: 05/26/2009

---

State: California

Area: California Counties of Napa, Solano, Sonoma

---

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.40	
01012 - Accounting Clerk II	19.53	
01013 - Accounting Clerk III	20.73	
01020 - Administrative Assistant	30.87	
01040 - Court Reporter	24.30	
01051 - Data Entry Operator I	15.38	
01052 - Data Entry Operator II	16.78	
01060 - Dispatcher, Motor Vehicle	27.83	
01070 - Document Preparation Clerk	15.82	
01090 - Duplicating Machine Operator	15.82	
01111 - General Clerk I	15.87	
01112 - General Clerk II	17.31	
01113 - General Clerk III	19.37	
01120 - Housing Referral Assistant	27.33	
01141 - Messenger Courier	11.87	
01191 - Order Clerk I	16.93	
01192 - Order Clerk II	18.46	

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 26 of 36
--	------------------------------------	--	---------------

01261 - Personnel Assistant (Employment) I	19.64
01262 - Personnel Assistant (Employment) II	21.98
01263 - Personnel Assistant (Employment) III	24.49
01270 - Production Control Clerk	28.05
01280 - Receptionist	17.21
01290 - Rental Clerk	14.77
01300 - Scheduler, Maintenance	21.86
01311 - Secretary I	21.86
01312 - Secretary II	24.46
01313 - Secretary III	27.33
01320 - Service Order Dispatcher	21.61
01410 - Supply Technician	30.87
01420 - Survey Worker	20.65
01531 - Travel Clerk I	13.54
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.97
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.81
05010 - Automotive Electrician	23.26
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	23.26
05110 - Mobile Equipment Servicer	20.22
05130 - Motor Equipment Metal Mechanic	24.26
05160 - Motor Equipment Metal Worker	22.22
05190 - Motor Vehicle Mechanic	24.26
05220 - Motor Vehicle Mechanic Helper	19.14
05250 - Motor Vehicle Upholstery Worker	21.22
05280 - Motor Vehicle Wrecker	22.22
05310 - Painter, Automotive	22.98
05340 - Radiator Repair Specialist	21.94
05370 - Tire Repairer	16.28
05400 - Transmission Repair Specialist	24.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.36
07041 - Cook I	15.49
07042 - Cook II	16.95
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.72
07210 - Meat Cutter	17.25
07260 - Waiter/Waitress	9.76
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.81
09040 - Furniture Handler	14.29
09080 - Furniture Refinisher	19.81
09090 - Furniture Refinisher Helper	16.31
09110 - Furniture Repairer, Minor	18.07
09130 - Upholsterer	21.79
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.56
11060 - Elevator Operator	12.56

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 27 of 36
--	------------------------------------	--	---------------

11090 - Gardener	19.46
11122 - Housekeeping Aide	13.93
11150 - Janitor	13.38
11210 - Laborer, Grounds Maintenance	17.71
11240 - Maid or Houseman	12.54
11260 - Pruner	16.62
11270 - Tractor Operator	19.48
11330 - Trail Maintenance Worker	17.71
11360 - Window Cleaner	14.77
12000 - Health Occupations	
12010 - Ambulance Driver	21.21
12011 - Breath Alcohol Technician	21.21
12012 - Certified Occupational Therapist Assistant	28.36
12015 - Certified Physical Therapist Assistant	23.44
12020 - Dental Assistant	21.85
12025 - Dental Hygienist	47.96
12030 - EKG Technician	36.73
12035 - Electroneurodiagnostic Technologist	36.73
12040 - Emergency Medical Technician	21.21
12071 - Licensed Practical Nurse I	19.51
12072 - Licensed Practical Nurse II	21.90
12073 - Licensed Practical Nurse III	24.49
12100 - Medical Assistant	19.18
12130 - Medical Laboratory Technician	21.69
12160 - Medical Record Clerk	19.88
12190 - Medical Record Technician	21.80
12195 - Medical Transcriptionist	20.39
12210 - Nuclear Medicine Technologist	42.03
12221 - Nursing Assistant I	13.12
12222 - Nursing Assistant II	14.75
12223 - Nursing Assistant III	16.09
12224 - Nursing Assistant IV	18.07
12235 - Optical Dispenser	15.61
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	20.11
12280 - Phlebotomist	18.07
12305 - Radiologic Technologist	29.34
12311 - Registered Nurse I	32.47
12312 - Registered Nurse II	39.73
12313 - Registered Nurse II, Specialist	39.73
12314 - Registered Nurse III	48.13
12315 - Registered Nurse III, Anesthetist	48.13
12316 - Registered Nurse IV	57.60
12317 - Scheduler (Drug and Alcohol Testing)	31.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.91
13012 - Exhibits Specialist II	28.23
13013 - Exhibits Specialist III	34.53
13041 - Illustrator I	23.40
13042 - Illustrator II	28.98
13043 - Illustrator III	35.45
13047 - Librarian	32.10
13050 - Library Aide/Clerk	20.80

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 28 of 36
--	------------------------------------	--	---------------

13054 - Library Information Technology Systems Administrator		28.98
13058 - Library Technician		24.88
13061 - Media Specialist I		20.91
13062 - Media Specialist II		23.40
13063 - Media Specialist III		26.08
13071 - Photographer I		16.05
13072 - Photographer II		17.92
13073 - Photographer III		22.41
13074 - Photographer IV		27.18
13075 - Photographer V		32.89
13110 - Video Teleconference Technician		20.39
14000 - Information Technology Occupations		
14041 - Computer Operator I		19.64
14042 - Computer Operator II		21.98
14043 - Computer Operator III		24.49
14044 - Computer Operator IV		27.22
14045 - Computer Operator V		30.15
14071 - Computer Programmer I	(see 1)	25.79
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.64
14160 - Personal Computer Support Technician		27.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.55
15020 - Aircrew Training Devices Instructor (Rated)		44.22
15030 - Air Crew Training Devices Instructor (Pilot)		51.65
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		31.57
15070 - Flight Instructor (Pilot)		51.65
15080 - Graphic Artist		25.32
15090 - Technical Instructor		23.14
15095 - Technical Instructor/Course Developer		25.74
15110 - Test Proctor		19.00
15120 - Tutor		19.00
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.95
16030 - Counter Attendant		9.95
16040 - Dry Cleaner		12.97
16070 - Finisher, Flatwork, Machine		9.95
16090 - Presser, Hand		9.95
16110 - Presser, Machine, Drycleaning		9.95
16130 - Presser, Machine, Shirts		9.95
16160 - Presser, Machine, Wearing Apparel, Laundry		9.95
16190 - Sewing Machine Operator		13.98
16220 - Tailor		14.97
16250 - Washer, Machine		10.98
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.09

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 29 of 36
--	------------------------------------	--	---------------

19040 - Tool And Die Maker	28.58	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.78	
21030 - Material Coordinator	28.05	
21040 - Material Expediter	28.05	
21050 - Material Handling Laborer	16.58	
21071 - Order Filler	14.76	
21080 - Production Line Worker (Food Processing)		17.78
21110 - Shipping Packer	17.59	
21130 - Shipping/Receiving Clerk	17.59	
21140 - Store Worker I	14.24	
21150 - Stock Clerk	19.59	
21210 - Tools And Parts Attendant	17.78	
21410 - Warehouse Specialist	17.78	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	28.18	
23021 - Aircraft Mechanic I	26.81	
23022 - Aircraft Mechanic II	28.18	
23023 - Aircraft Mechanic III	29.37	
23040 - Aircraft Mechanic Helper	19.58	
23050 - Aircraft, Painter	25.05	
23060 - Aircraft Servicer	22.68	
23080 - Aircraft Worker	23.85	
23110 - Appliance Mechanic	23.74	
23120 - Bicycle Repairer	15.12	
23125 - Cable Splicer	24.54	
23130 - Carpenter, Maintenance	26.17	
23140 - Carpet Layer	23.21	
23160 - Electrician, Maintenance	31.67	
23181 - Electronics Technician Maintenance I	27.93	
23182 - Electronics Technician Maintenance II	29.51	
23183 - Electronics Technician Maintenance III	31.11	
23260 - Fabric Worker	20.76	
23290 - Fire Alarm System Mechanic	23.38	
23310 - Fire Extinguisher Repairer	20.12	
23311 - Fuel Distribution System Mechanic	25.85	
23312 - Fuel Distribution System Operator	20.44	
23370 - General Maintenance Worker	21.66	
23380 - Ground Support Equipment Mechanic	26.81	
23381 - Ground Support Equipment Servicer	22.68	
23382 - Ground Support Equipment Worker	23.85	
23391 - Gunsmith I	19.41	
23392 - Gunsmith II	22.03	
23393 - Gunsmith III	24.54	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		23.51
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		24.72
23430 - Heavy Equipment Mechanic	24.94	
23440 - Heavy Equipment Operator	26.69	
23460 - Instrument Mechanic	30.39	
23465 - Laboratory/Shelter Mechanic	23.74	
23470 - Laborer	14.76	

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 30 of 36
--	------------------------------------	--	---------------

23510 - Locksmith	19.81	
23530 - Machinery Maintenance Mechanic		25.71
23550 - Machinist, Maintenance	27.28	
23580 - Maintenance Trades Helper	15.78	
23591 - Metrology Technician I	30.39	
23592 - Metrology Technician II	31.95	
23593 - Metrology Technician III	33.30	
23640 - Millwright	24.54	
23710 - Office Appliance Repairer	21.66	
23760 - Painter, Maintenance	22.21	
23790 - Pipefitter, Maintenance	25.47	
23810 - Plumber, Maintenance	23.75	
23820 - Pneudraulic Systems Mechanic		24.54
23850 - Rigger	24.54	
23870 - Scale Mechanic	22.03	
23890 - Sheet-Metal Worker, Maintenance		24.78
23910 - Small Engine Mechanic	20.91	
23931 - Telecommunications Mechanic I	24.51	
23932 - Telecommunications Mechanic II	25.76	
23950 - Telephone Lineman	27.10	
23960 - Welder, Combination, Maintenance		20.68
23965 - Well Driller	24.54	
23970 - Woodcraft Worker	24.54	
23980 - Woodworker	18.66	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	13.74	
24580 - Child Care Center Clerk	17.13	
24610 - Chore Aide	11.06	
24620 - Family Readiness And Support Services Coordinator		16.07
24630 - Homemaker	19.03	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	37.22	
255040 - Sewage Plant Operator	27.93	
25070 - Stationary Engineer	37.22	
25190 - Ventilation Equipment Tender	27.20	
25210 - Water Treatment Plant Operator	27.93	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	17.09	
27007 - Baggage Inspector	14.34	
27008 - Corrections Officer	34.90	
27010 - Court Security Officer	36.56	
27030 - Detection Dog Handler	17.15	
27040 - Detention Officer	34.90	
27070 - Firefighter	32.91	
27101 - Guard I	14.34	
27102 - Guard II	17.15	
27131 - Police Officer I	40.20	
27132 - Police Officer II	44.68	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.09
28042 - Carnival Equipment Repairer		13.81
28043 - Carnival Equipment Worker		10.58

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 31 of 36
--	------------------------------------	--	---------------

28210 - Gate Attendant/Gate Tender	16.40	
28310 - Lifeguard	12.74	
28350 - Park Attendant (Aide)	18.35	
28510 - Recreation Aide/Health Facility Attendant	12.85	
28515 - Recreation Specialist	18.57	
28630 - Sports Official	14.61	
28690 - Swimming Pool Operator	17.59	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	24.59	
29020 - Hatch Tender	24.59	
29030 - Line Handler	24.59	
29041 - Stevedore I	23.97	
29042 - Stevedore II	26.15	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.48	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.60	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.50	
30021 - Archeological Technician I	20.25	
30022 - Archeological Technician II	27.01	
30023 - Archeological Technician III	33.43	
30030 - Cartographic Technician	33.43	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	24.12	
30062 - Drafter/CAD Operator II	26.99	
30063 - Drafter/CAD Operator III	30.08	
30064 - Drafter/CAD Operator IV	37.03	
30081 - Engineering Technician I	18.00	
30082 - Engineering Technician II	20.21	
30083 - Engineering Technician III	22.62	
30084 - Engineering Technician IV	28.01	
30085 - Engineering Technician V	34.26	
30086 - Engineering Technician VI	41.45	
30090 - Environmental Technician	30.39	
30210 - Laboratory Technician	21.15	
30240 - Mathematical Technician	33.43	
30361 - Paralegal/Legal Assistant I	22.37	
30362 - Paralegal/Legal Assistant II	28.23	
30363 - Paralegal/Legal Assistant III	34.53	
30364 - Paralegal/Legal Assistant IV	41.78	
30390 - Photo-Optics Technician	33.43	
30461 - Technical Writer I	27.62	
30462 - Technical Writer II	33.78	
30463 - Technical Writer III	38.75	
30491 - Unexploded Ordnance (UXO) Technician I	26.36	
30492 - Unexploded Ordnance (UXO) Technician II	31.89	
30493 - Unexploded Ordnance (UXO) Technician III	38.23	
30494 - Unexploded (UXO) Safety Escort	26.36	
30495 - Unexploded (UXO) Sweep Personnel	26.36	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	29.43	
30621 - Weather Observer, Senior (see 2)	31.31	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	12.99	

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 32 of 36
--	------------------------------------	--	---------------

31030 - Bus Driver	18.06
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	11.67
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	14.22
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.00
31363 - Truckdriver, Heavy	19.51
31364 - Truckdriver, Tractor-Trailer	19.51
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	12.16
99095 - Embalmer	23.55
99251 - Laboratory Animal Caretaker I	12.49
99252 - Laboratory Animal Caretaker II	13.52
99310 - Mortician	29.41
99410 - Pest Controller	19.24
99510 - Photofinishing Worker	13.60
99710 - Recycling Laborer	20.16
99711 - Recycling Specialist	22.24
99730 - Refuse Collector	17.97
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	12.82
99830 - Survey Party Chief	38.19
99831 - Surveying Aide	18.18
99832 - Surveying Technician	24.94
99840 - Vending Machine Attendant	14.08
99841 - Vending Machine Repairer	16.43
99842 - Vending Machine Repairer Helper	14.08

---

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.35 per hour or \$134.00 per week or \$580.66 per month

**VACATION:** 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 33 of 36
--	------------------------------------	--	---------------

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

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

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

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

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 34 of 36
--	------------------------------------	--	---------------

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.

**OCCUPATION NOTES:**

Laundry, Drycleaning, Pressing and Related Occupations: The rates for the occupations in this category applies to Napa and Solano counties only. See Wage Determination 1981-1168 for the wage rates and fringe benefits for Sonoma county.

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

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 35 of 36
--	------------------------------------	--	---------------

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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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 perform any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

	<b>Document No.</b> DTMA4P10014	<b>Document Title</b> SHOSHONE Move	Page 36 of 36
--	------------------------------------	--	---------------

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.

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> DTMA4P10014	<b>Title</b> SHOSHONE Move	<b>Page</b> 3 of 36
--------------------------	---------------------------------------	-------------------------------	------------------------

**Total Funding:** \$51,922.87

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	X4303	RRF972	76	FCM0	0			70	106172	76	FCM0

**Division** 25711  
**Closed FYs**  
**Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

*Move SHOSHONE PRSBRF10021 TIN 94-2760905 DUNS 087210142*

0001	Ship Move, S/T SHOSHONE	05/05/2100	1.00		\$51,922.870	\$ 51,922.87
------	-------------------------	------------	------	--	--------------	--------------

(05/05/2010 to 05/05/2010)

Ship Move, S/T SHOSHONE

Provide tugs, pilotage, riding crew, and other services as required to move the steam tanker SHOSHONE from her berth on offshore F-Row to a berth amidst K-Row being vacated by the departure of GENERAL JOHN POPE.

See attached Performance Work Statement.

Ref Req No: PRSBRF10021

**Total Cost:** \$51,922.87

*Distribution: S WONG M HUEY J PECORARO E HARRIS J SIRAGUSA B VOGEL D AUSTIN K RATO J QUACH MARADOBLIGATIONS@FAA.GOV*

**Contract Level  
Funding Summary**

Document Number

DTMA4P10014

Title

SHOSHONE Move

Page

4 of 36

2010 - 70 - X4303 - RRF972 - 76 - FCM0 - 0 - - - 70 - 106172 - 76 - FCM0 - 25711 - - -

\$51,922.87

**Total Funding: \$51,922.87**