

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/16/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Bill Connick		
3. ORDER NO. DTMA4V10020		4. REQUISITION/REFERENCE NO. PRSBRO10001		a. NAME OF CONSIGNEE DOT/Maritime Administration, DPO - Suisun Bay Reserve Fleet		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DPO Acquisition 201 Mission Street, Suite 1800 San Francisco CA 94105-1905				b. STREET ADDRESS 2595 Lake Herman Road (FSG)		
7. TO:		c. CITY Bernicia		d. STATE CA	e. ZIP CODE 94510	
a. NAME OF CONTRACTOR DUNS# 144708625				f. SHIP VIA		
b. COMPANY NAME D R S MARINE INC				8. TYPE OF ORDER		
c. STREET ADDRESS 525 CHESTNUT ST				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY Vallejo		e. STATE CA	f. ZIP CODE 94590-7250		10. REQUISITIONING OFFICE	
9. ACCOUNTING AND APPROPRIATION DATA 2010 - - 70X - 4303RRF - 70 - 1061 - 72 - 80NDA0 - 9 - 72 - 80NDA0 - 0 - - 25305 - - 6100 - 6600				11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT Destination		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			09/15/2010		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
	SEE LINE ITEM DETAIL						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Susan Wong						
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City					\$11,115.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,						
c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125				

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Patricia L. Etridge TITLE: CONTRACTING/ORDERING OFFICER		
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/16/2010	CONTRACT NO.	ORDER NO. DTMA4V10020
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)					
0001	<p><i>SBRF PF69 DISPOSAL PRSBRO10001</i></p> <p>Disposal of PF 68</p> <p>Disposal of the PF 68 a 38ft patrol boat PF68 weight is approximately 25,000 lb The hull is fiberglass and there are 2 diesel engines which have been exposed to salt water. There are also holes in the hull of the vessel. The vessel has been determined by the government to be of no value and will be scrapped.</p> <p>Description of work Require the decontamination of bilges removal of all engine fluids and batteries. Proper disposal of packaging, labeling and transportation to a land fill site. Include a copy of the final disposition, profiling, manifests, and the certification. Please return all certification or copy of certification documents to Suisun Bay Reserve Fleet (SBRF).</p> <p>Government will provide: If required Delivery of the PR-68 within 15 miles on water way transportation of SBRF but will not have the capability to off load the vessel once it arrives at the disposal site.</p> <p>POC: MR. BILL CONNICK SBRF FSG SQAS/COTR 707-747-7841 415-725-1031 CELL BILL.CONNICK@DOT.GOV</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>09/15/2010</td> <td>08/23/2010</td> <td>09/15/2010</td> </tr> </table> <p>Reference Requisition: PRSBRO10001</p> <p><i>VENDOR'S DUNS NUMBER 144708625 NTP OF 8/23/10 IS CONTINGENT ON RECEIPT OF VALID INSURANCE COVERAGE.</i></p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	09/15/2010	08/23/2010	09/15/2010	1.00	JOB	11,115.000	11,115.00
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>									
09/15/2010	08/23/2010	09/15/2010									

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$11,115.00

Contract Level Funding Summary	Document Number	Title	Page
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2010 - - 70X - 4303RRF - 70 - 1061 - 72 - 80NDA0 - 9 - 72 - 80NDA0 - 0 - - 25305 - - 6100 - 6600

\$11,115.00

Reference Requisition: PRSBRO10001

Total Funding: \$11,115.00

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COMMERCIAL CLAUSES

1 INSTRUCTIONS FOR INVOICE SUBMISSION

INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred. Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADWRInvoices@dot.gov and 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.

The transmitting e-mail shall include the following information:

Name of the Contractor

Contractor's Federal Tax ID Number

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 INSURANCE REQUIREMENTS

The vendor/contractor shall furnish to the Ms. Patricia L. Etridge, Contracting Officer at 201 Mission Street, San Francisco, CA 94804 or by email to patricia.etridge@dot.gov PRIOR to the commencement of work, an underwriter's certificate of insurance stating that there is insurance presently in effect for the vendor/contractor.

1. INSURANCE REQUIREMENTS

The Contractor shall provide and maintain at his/her expense during the contract period the following insurance coverage:

Public Liability (Including Automobile) and Property Damage

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from the performance of the contract, within the following limits: not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

b. Contractor's Protective Liability and Property Damage:

This insurance shall protect the Government and the Contractor against all liability claims, or cost thereof, for personal injury or property damage resulting from operations or subcontractors under this contract, in limit of not less than \$1,000,000.00 for any one injury; not less than \$2,000,000.00 for injuries resulting from any one accident. Property damage liability with the limit of not less than \$2,000,000.00 for damage from any one accident.

c. Workmen's Compensation: As required by State or Commonwealth Laws.

The Contractor shall promptly furnish to the Contracting Officer written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. The Contractor shall promptly furnish to the Contracting Officer, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

d. Liability to Third Person:

The Contractor shall be responsible for and hold the Government harmless for all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the Contractor, its officers, agents, or employees in the performance of work under this contract.

e. Certificate Holder should be:

U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
DIVISION OF MARINE INSURANCE
1200 NEW JERSEY AVE SE
WASHINGTON DC 20590

f. Cancellation Clause:

Each insurance policy shall cancellation provisions shall be as follows: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certification holder named to the left."

The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

3 WAGE DETERMINATION - SOLANO COUNTY, CA

WD 05-2069 (Rev.-10) was first posted on www.wdol.gov on 07/27/2010

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.: 10
Director | Wage Determinations | Date Of Revision: 07/16/2010

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	17.92	
01012 - Accounting Clerk II	20.12	
01013 - Accounting Clerk III	22.50	
01020 - Administrative Assistant	30.87	
01040 - Court Reporter	26.73	
01051 - Data Entry Operator I	15.38	
01052 - Data Entry Operator II	16.78	
01060 - Dispatcher, Motor Vehicle	29.13	
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	

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01120 - Housing Referral Assistant	28.83
01141 - Messenger Courier	12.83
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.58
01261 - Personnel Assistant (Employment) I	19.80
01262 - Personnel Assistant (Employment) II	22.18
01263 - Personnel Assistant (Employment) III	24.69
01270 - Production Control Clerk	28.05
01280 - Receptionist	17.21
01290 - Rental Clerk	16.25
01300 - Scheduler, Maintenance	23.12
01311 - Secretary I	23.12
01312 - Secretary II	25.86
01313 - Secretary III	28.83
01320 - Service Order Dispatcher	22.62
01410 - Supply Technician	30.87
01420 - Survey Worker	22.72
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	25.77
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	14.01
07041 - Cook I	16.43
07042 - Cook II	18.65
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	23.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.92
11060 - Elevator Operator	13.82
11090 - Gardener	19.46
11122 - Housekeeping Aide	14.10

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11150 - Janitor	14.10	
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		15.68
12000 - Health Occupations		
12010 - Ambulance Driver	23.33	
12011 - Breath Alcohol Technician	23.33	
12012 - Certified Occupational Therapist Assistant		31.20
12015 - Certified Physical Therapist Assistant		23.44
12020 - Dental Assistant	21.98	
12025 - Dental Hygienist	49.41	
12030 - EKG Technician	36.73	
12035 - Electroneurodiagnostic Technologist		36.73
12040 - Emergency Medical Technician		23.33
12071 - Licensed Practical Nurse I	21.46	
12072 - Licensed Practical Nurse II	24.09	
12073 - Licensed Practical Nurse III	26.94	
12100 - Medical Assistant	20.98	
12130 - Medical Laboratory Technician		23.05
12160 - Medical Record Clerk	21.00	
12190 - Medical Record Technician		23.48
12195 - Medical Transcriptionist	20.55	
12210 - Nuclear Medicine Technologist		42.03
12221 - Nursing Assistant I	13.66	
12222 - Nursing Assistant II	15.35	
12223 - Nursing Assistant III	16.75	
12224 - Nursing Assistant IV	18.81	
12235 - Optical Dispenser	16.98	
12236 - Optical Technician	16.19	
12250 - Pharmacy Technician	20.11	
12280 - Phlebotomist	18.81	
12305 - Radiologic Technologist	29.71	
12311 - Registered Nurse I	35.72	
12312 - Registered Nurse II	43.70	
12313 - Registered Nurse II, Specialist	43.70	
12314 - Registered Nurse III	52.94	
12315 - Registered Nurse III, Anesthetist	52.94	
12316 - Registered Nurse IV	63.36	
12317 - Scheduler (Drug and Alcohol Testing)		34.02
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.90	
13012 - Exhibits Specialist II	31.06	
13013 - Exhibits Specialist III	38.01	
13041 - Illustrator I	25.08	
13042 - Illustrator II	31.06	
13043 - Illustrator III	38.01	
13047 - Librarian	34.41	
13050 - Library Aide/Clerk	20.80	
13054 - Library Information Technology Systems Administrator		31.06
13058 - Library Technician	26.04	
13061 - Media Specialist I	22.42	
13062 - Media Specialist II	25.08	
13063 - Media Specialist III	27.96	
13071 - Photographer I	16.05	
13072 - Photographer II	17.92	

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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		19.80
14042 - Computer Operator II		22.18
14043 - Computer Operator III		24.69
14044 - Computer Operator IV		27.43
14045 - Computer Operator V		30.39
14071 - Computer Programmer I	(see 1)	27.62
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		19.80
14160 - Personal Computer Support Technician		27.43
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.80
15020 - Aircrew Training Devices Instructor (Rated)		44.51
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		31.96
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		25.32
15090 - Technical Instructor		23.14
15095 - Technical Instructor/Course Developer		28.25
15110 - Test Proctor		19.00
15120 - Tutor		19.00
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.16
16030 - Counter Attendant		10.16
16040 - Dry Cleaner		13.25
16070 - Finisher, Flatwork, Machine		10.16
16090 - Presser, Hand		10.16
16110 - Presser, Machine, Drycleaning		10.16
16130 - Presser, Machine, Shirts		10.16
16160 - Presser, Machine, Wearing Apparel, Laundry		10.16
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.29
16250 - Washer, Machine		11.22
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.09
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		15.60
21080 - Production Line Worker (Food Processing)		17.78
21110 - Shipping Packer		17.59
21130 - Shipping/Receiving Clerk		17.59
21140 - Store Worker I		14.54
21150 - Stock Clerk		20.01
21210 - Tools And Parts Attendant		17.78
21410 - Warehouse Specialist		17.78

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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	26.11
23120 - Bicycle Repairer	15.12
23125 - Cable Splicer	26.04
23130 - Carpenter, Maintenance	26.17
23140 - Carpet Layer	23.21
23160 - Electrician, Maintenance	34.84
23181 - Electronics Technician Maintenance I	29.50
23182 - Electronics Technician Maintenance II	31.17
23183 - Electronics Technician Maintenance III	32.86
23260 - Fabric Worker	22.02
23290 - Fire Alarm System Mechanic	23.38
23310 - Fire Extinguisher Repairer	20.60
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	20.80
23370 - General Maintenance Worker	22.50
23380 - Ground Support Equipment Mechanic	26.81
23381 - Ground Support Equipment Servicer	22.68
23382 - Ground Support Equipment Worker	23.85
23391 - Gunsmith I	20.60
23392 - Gunsmith II	23.38
23393 - Gunsmith III	26.04
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.66
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.92
23430 - Heavy Equipment Mechanic	27.02
23440 - Heavy Equipment Operator	29.36
23460 - Instrument Mechanic	30.39
23465 - Laboratory/Shelter Mechanic	24.70
23470 - Laborer	14.76
23510 - Locksmith	19.81
23530 - Machinery Maintenance Mechanic	27.02
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	16.53
23591 - Metrology Technician I	30.39
23592 - Metrology Technician II	31.95
23593 - Metrology Technician III	33.30
23640 - Millwright	26.04
23710 - Office Appliance Repairer	21.66
23760 - Painter, Maintenance	22.21
23790 - Pipefitter, Maintenance	28.02
23810 - Plumber, Maintenance	26.13
23820 - Pneudraulic Systems Mechanic	26.04
23850 - Rigger	26.04
23870 - Scale Mechanic	23.38
23890 - Sheet-Metal Worker, Maintenance	27.26
23910 - Small Engine Mechanic	20.91
23931 - Telecommunications Mechanic I	26.96
23932 - Telecommunications Mechanic II	28.34
23950 - Telephone Lineman	27.10

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23960 - Welder, Combination, Maintenance		22.75
23965 - Well Driller	24.54	
23970 - Woodcraft Worker	26.04	
23980 - Woodworker	20.53	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	13.74	
24580 - Child Care Center Clerk	17.13	
24610 - Chore Aide	11.94	
24620 - Family Readiness And Support Services Coordinator		16.85
24630 - Homemaker	19.03	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	38.18	
25040 - Sewage Plant Operator	30.72	
25070 - Stationary Engineer	38.18	
25190 - Ventilation Equipment Tender	27.90	
25210 - Water Treatment Plant Operator	30.72	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	18.80	
27007 - Baggage Inspector	14.34	
27008 - Corrections Officer	38.39	
27010 - Court Security Officer	39.43	
27030 - Detection Dog Handler	17.15	
27040 - Detention Officer	38.39	
27070 - Firefighter	36.20	
27101 - Guard I	14.34	
27102 - Guard II	17.15	
27131 - Police Officer I	42.92	
27132 - Police Officer II	47.21	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.09	
28042 - Carnival Equipment Repairer	13.81	
28043 - Carnival Equipment Worker	10.58	
28210 - Gate Attendant/Gate Tender	18.04	
28310 - Lifeguard	12.74	
28350 - Park Attendant (Aide)	20.19	
28510 - Recreation Aide/Health Facility Attendant		14.14
28515 - Recreation Specialist	20.43	
28630 - Sports Official	16.07	
28690 - Swimming Pool Operator	17.59	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	27.05	
29020 - Hatch Tender	27.05	
29030 - Line Handler	27.05	
29041 - Stevedore I	26.37	
29042 - Stevedore II	28.77	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		29.20
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		32.16
30021 - Archeological Technician I	22.27	
30022 - Archeological Technician II	27.80	
30023 - Archeological Technician III	34.44	
30030 - Cartographic Technician	34.44	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	24.86	
30062 - Drafter/CAD Operator II	27.80	
30063 - Drafter/CAD Operator III	30.99	
30064 - Drafter/CAD Operator IV	38.15	

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30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	30.39
30210 - Laboratory Technician	21.15
30240 - Mathematical Technician	35.89
30361 - Paralegal/Legal Assistant I	24.61
30362 - Paralegal/Legal Assistant II	30.73
30363 - Paralegal/Legal Assistant III	37.61
30364 - Paralegal/Legal Assistant IV	45.49
30390 - Photo-Optics Technician	35.89
30461 - Technical Writer I	27.62
30462 - Technical Writer II	33.78
30463 - Technical Writer III	38.75
30491 - Unexploded Ordnance (UXO) Technician I	26.92
30492 - Unexploded Ordnance (UXO) Technician II	32.56
30493 - Unexploded Ordnance (UXO) Technician III	39.03
30494 - Unexploded (UXO) Safety Escort	26.92
30495 - Unexploded (UXO) Sweep Personnel	26.92
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 30.99
30621 - Weather Observer, Senior	(see 2) 34.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.55
31030 - Bus Driver	18.83
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	11.67
31290 - Shuttle Bus Driver	19.22
31310 - Taxi Driver	14.22
31361 - Truckdriver, Light	19.22
31362 - Truckdriver, Medium	20.55
31363 - Truckdriver, Heavy	21.46
31364 - Truckdriver, Tractor-Trailer	21.46
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	12.16
99095 - Embalmer	25.67
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	14.96
99710 - Recycling Laborer	22.18
99711 - Recycling Specialist	24.46
99730 - Refuse Collector	19.77
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	13.01
99830 - Survey Party Chief	39.30
99831 - Surveying Aide	18.71
99832 - Surveying Technician	25.67
99840 - Vending Machine Attendant	14.24
99841 - Vending Machine Repairer	16.60
99842 - Vending Machine Repairer Helper	14.24

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 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)

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

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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.

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.

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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(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 performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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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.

4 52.212-04 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL MARCH 2009**
ITEMS

(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

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(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) 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—

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- (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.
- (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.

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- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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

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

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

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

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

5 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO APRIL 2010**
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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- ___(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- ___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).
- ___ (6) 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).
- ___ (7) [Reserved]
- ___ (8)(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.
- ___ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (11)(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.
- X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(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.
- ___ (15) 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).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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- ___ (23) 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).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 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).
- ___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(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)).
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___(29)(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.
- ___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (31)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138.
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (33) 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).
- ___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (36) 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)).
- ___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (42)(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.

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

[Contracting Officer check as appropriate.]

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(8) 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 (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, 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.

(iii) [Reserved]

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

(v) 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).

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

(vii) [Reserved]

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 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)

6 BAN ON TEXT MESSAGING WHILE DRIVING

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing

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any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)