

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | |
|---|--|--|----------------|----------------------|
| 1. DATE OF ORDER 05/06/2009 | 2. CONTRACT NO. (If any) | 6. SHIP TO: Stewart Brooks | | |
| 3. ORDER NO. DTMA1V09088 | 4. REQUISITION/REFERENCE NO. PRCR0900130/0002 | a. NAME OF CONSIGNEE DOT/Maritime Administration, DGO Warehouse | | |
| 5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223 New Orleans LA 70130-3394 | | b. STREET ADDRESS Poland Street Wharf Berth 3, Door 38 | | |
| | | c. CITY New Orleans | d. STATE LA | e. ZIP CODE 70117 |

| | |
|---------------------------------|-------------|
| 7. TO: a. NAME OF CONTRACTOR | f. SHIP VIA |
|---------------------------------|-------------|

| | | | | |
|--|----------------------------------|---|--|---|
| b. COMPANY NAME PRIMERO SERVICES, INC. | | 8. TYPE OF ORDER | | |
| c. STREET ADDRESS 1759 L & A RD | | <input checked="" type="checkbox"/> a. PURCHASE | | 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 METAIRIE | | 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. | | |
| e. STATE LA | f. ZIP CODE 70001-6236 | | | |

| | |
|---|---------------------------|
| 9. ACCOUNTING AND APPROPRIATION DATA 2009 - - X4303 - RRF - 9 - 6770 - - MHT00 - - 70 - 096167 - 70 - MHT0 - 25403 - 6100 - 6600 - | 10. REQUISITIONING OFFICE |
|---|---------------------------|

| | | | | |
|---|--|--|--|------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT |
| <input checked="" type="checkbox"/> a. SMALL | <input type="checkbox"/> b. OTHER THAN SMALL | <input checked="" type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | Destination |
| <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | |

| | | | | |
|---------------|---------------|------------------------|---|--------------------|
| 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 | | | |

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: Christy Remington | | | | |
| | a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City | | | | \$6,912.84 |
| | b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710 | | | | |
| c. CITY Oklahoma City | | d. STATE OK | e. ZIP CODE 73125 | | 17(i) GRAND TOTAL |

| | |
|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | 23. NAME (Typed) Erica L. Williams TITLE: CONTRACTING/ORDERING OFFICER |
|--|--|

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
3 of 18

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

| | | |
|-----------------------------|--------------|--------------------------|
| DATE OF ORDER 05/06/2009 | CONTRACT NO. | ORDER NO. DTMA1V09088 |
|-----------------------------|--------------|--------------------------|

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001 | <p><i>Wage determination 2005-2233 Rev #7, dated 08/15/2008 is hereby incorporated and attached.</i></p> <p>Warehouse Janitorial Services Janitorial services at the Poland Ave. Warehouse See the attached Statement of Work (SOW) for details.</p> <p align="center"><i>Start Date End Date</i> 05/07/2009 05/06/2010</p> <p>Reference Requisition: PRCR0900130/0002</p> | 12.00 | MO | 576.070 | 6,912.84 | |
| 0002 | <p>OPTION YEAR</p> <p>Warehouse Janitorial Services OPTION YEAR 1 Janitorial services at the Poland Ave. Warehouse- OPTION YEAR 1 See the attached Statement of Work (SOW) for details Funding is not provided for the option years at this time.</p> <p align="center"><i>Start Date End Date</i> 05/07/2010 05/06/2011</p> <p>Reference Requisition: PRCR0900130/0002</p> | 0.00 | MO | 586.370 | 0.00 | |
| 0003 | <p>OPTION YEAR</p> <p>Warehouse Janitorial Services OPTION YEAR 2 Janitorial services at the Poland Ave. Warehouse- OPTION YEAR 2 See the attached Statement of Work (SOW) for details. Funding is not provided for the option years at this time.</p> <p align="center"><i>Start Date End Date</i> 05/07/2011 05/06/2012</p> <p>Reference Requisition: PRCR0900130/0002</p> | 0.00 | MO | 595.460 | 0.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$6,912.84

| | | | |
|-------------------------|---|---------------------------------------|------------------------|
| Line Item Detail | Title WHSE-JANITORIAL SERVICE | Document Number DTMA1V09088 | Page 4 of 18 |
|-------------------------|---|---------------------------------------|------------------------|

Detail

| Line Item Number | Description | Ship Code | Invoice Code | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Disc) |
|------------------|-------------------------------|-----------|--------------|----------|---------------|------------|----------------------------|
| 0001 | Warehouse Janitorial Services | | | 12.00 | MO | \$576.070 | \$ 6,912.84 |

Ref Req No: PRCR0900130/0002

Contract Type: Other (Awards - None other apply)

Delivery Date:

Period of Performance: 05/07/2009 to 05/06/2010

Extended Description:

Janitorial services at the Poland Ave. Warehouse

See the attached Statement of Work (SOW) for details.

Line Type: Priced

Period Type: Base Period

Product/Service Code: S201

SIC Code: 2842

NAICS Code: 561720

Description

Company:

Prod./Cat. Number:

Drawing Number:

Spec. Number:

Serial Number:

Piece Number:

Model Number:

NSN:

Recycled Product:

Color:

Size:

Inspection/Acceptance

Location:

Level:

Pricing

| | | Estimates | | | |
|-------------------|------|---------------------------|------|-------------------------------|------|
| Base Fee: | .000 | Min. Profit Fee: | .000 | Quantity: | .000 |
| Award Fee: | .000 | Max. Profit Fee: | .000 | Min. Quantity: | .000 |
| Fixed Fee: | .000 | Target Profit Fee: | .000 | Max. Quantity: | .000 |
| Ceiling: | .000 | Taxes: | .000 | Variation in Quantity: | .000 |
| | | | | Est. Cost: | .000 |
| | | | | Est. Cost - Low: | .000 |
| | | | | Est. Cost - High: | .000 |
| | | | | Target Cost: | .000 |
| | | | | Target Price: | .000 |

Funding

Funding Strip

2009 - - X4303 - RRF - 9 - 6770 - - MHT00 - - 70 - 096167 - 70 - MHT0 -
25403 - 6100 - 6600 -

Expiration Date

Funded Amount

6,912.84

Line Item Detail

Title

WHSE-JANITORIAL SERVICE

Document Number

DTMA1V09088

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Address Information

F.O.B. Destination

Additional Markings:

| | | | |
|-------------------------|---|---------------------------------------|------------------------|
| Line Item Detail | Title WHSE-JANITORIAL SERVICE | Document Number DTMA1V09088 | Page 6 of 18 |
|-------------------------|---|---------------------------------------|------------------------|

Detail

| Line Item Number | Description | Ship Code | Invoice Code | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Disc) |
|------------------|---|-----------|--------------|----------|---------------|------------|----------------------------|
| 0002 | Warehouse Janitorial Services OPTION YEAR 1 | | | 0.00 | MO | \$586.370 | \$ 0.00 |

Ref Req No: PRCR0900130/0002

Contract Type: Other (Awards - None other apply)

Delivery Date:

Period of Performance: 05/07/2010 to 05/06/2011

Extended Description:

Janitorial services at the Poland Ave. Warehouse- OPTION YEAR 1

See the attached Statement of Work (SOW) for details

Funding is not provided for the option years at this time.

Line Type: Priced

Period Type: Option Period

Product/Service Code: S201

SIC Code: 2842

NAICS Code: 561720

Description

| | | |
|---------------------------|--------------------------|------------------------------|
| Company: | Model Number: | Inspection/Acceptance |
| Prod./Cat. Number: | NSN: | Location: |
| Drawing Number: | Recycled Product: | Level: |
| Spec. Number: | Color: | |
| Serial Number: | Size: | |
| Piece Number: | | |

Pricing

| | | Estimates | | | | | |
|-------------------|------|---------------------------|------|-------------------------------|------|--------------------------|------|
| Base Fee: | .000 | Min. Profit Fee: | .000 | Quantity: | .000 | Est. Cost: | .000 |
| Award Fee: | .000 | Max. Profit Fee: | .000 | Min. Quantity: | .000 | Est. Cost - Low: | .000 |
| Fixed Fee: | .000 | Target Profit Fee: | .000 | Max. Quantity: | .000 | Est. Cost - High: | .000 |
| Ceiling: | .000 | Taxes: | .000 | Variation in Quantity: | .000 | Target Cost: | .000 |
| | | | | | | Target Price: | .000 |

Address Information

F.O.B. Destination

Additional Markings:

| | | | |
|-------------------------|---|---------------------------------------|------------------------|
| Line Item Detail | Title WHSE-JANITORIAL SERVICE | Document Number DTMA1V09088 | Page 7 of 18 |
|-------------------------|---|---------------------------------------|------------------------|

Detail

| Line Item Number | Description | Ship Code | Invoice Code | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Disc) |
|------------------|---|-----------|--------------|----------|---------------|------------|----------------------------|
| 0003 | Warehouse Janitorial Services OPTION YEAR 2 | | | 0.00 | MO | \$595.460 | \$ 0.00 |

Ref Req No: PRCR0900130/0002

Contract Type: Other (Awards - None other apply)

Delivery Date:

Period of Performance: 05/07/2011 to 05/06/2012

Extended Description:

Janitorial services at the Poland Ave. Warehouse- OPTION YEAR 2

See the attached Statement of Work (SOW) for details.

Funding is not provided for the option years at this time.

Line Type: Priced

Period Type: Base Period

Product/Service Code: S201

SIC Code: 2842

NAICS Code: 561720

Description

Company:

Prod./Cat. Number:

Drawing Number:

Spec. Number:

Serial Number:

Piece Number:

Model Number:

NSN:

Recycled Product:

Color:

Size:

Inspection/Acceptance

Location:

Level:

Pricing

| | | Estimates | | | |
|-------------------|------|---------------------------|------|-------------------------------|------|
| Base Fee: | .000 | Min. Profit Fee: | .000 | Quantity: | .000 |
| Award Fee: | .000 | Max. Profit Fee: | .000 | Min. Quantity: | .000 |
| Fixed Fee: | .000 | Target Profit Fee: | .000 | Max. Quantity: | .000 |
| Ceiling: | .000 | Taxes: | .000 | Variation in Quantity: | .000 |
| | | | | Est. Cost: | .000 |
| | | | | Est. Cost - Low: | .000 |
| | | | | Est. Cost - High: | .000 |
| | | | | Target Cost: | .000 |
| | | | | Target Price: | .000 |

Address Information

F.O.B. Destination

Additional Markings:

| | | | |
|--|------------------------------------|--|--------------|
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

| Clause | Title | Date |
|---------------|--|--------------|
| 52.212-01 | Instructions to Offerors--Commercial Items | June 2008 |
| 52.212-02 | Evaluation - Commercial Items | January 1999 |
| 52.212-05 | Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items | April 2009 |

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK (SOW)

Janitorial

Statement of Work (SOW)

Monthly Cleaning Requirements:

1. Accomplish all high dusting not accomplished during weekly cleaning and dusting.
2. Wax and buff all floors once a month or advised by MARAD Contract Officer Technical Representative (COTR) "Stewart Brooks"
3. Remove any fingerprints from doors, door frames and light switches.
4. Sweep all cobwebs from offices and windows.

Performance measurement: Floors shall be free of dirt and debris. Door frames shall be clear of all cobwebs.

Weekly Cleaning Requirements:

Office requirements/MARAD and Contractor

1. Empty all trash containers and replace liner.
2. Remove all trash to the appropriate container.
3. Sweep and clean all debris on the floor, baseboards and windowsills.
4. Damp mop all floors, remove all mats (Plastic and carpet) clean and sweep mats.
5. Damp dust all telephones with Lysol or similar product
6. Dust all surfaces (Desk, file cabinets, baseboards, plaques, copier, computer tops and associated equipment, any and all flat surfaces).

Performance measurement: Floors shall be free of dirt and debris. Door frames shall be clear of all cobwebs. Trash cans shall be completely empty and if needed be wiped down if smudges appear. Telephones shall be free of smudges. Desk, file cabinets, baseboards, plaques, copier, computer tops and associated equipment, and all flat surfaces shall be free of dust, debris and smudges.

Restroom Requirements (Office and Tech Library):

1. Replenish paper towels, toilet tissue and hand soaps (MARAD will furnish towels, toilet tissue and hand soap).
2. Empty all receptacles and replace with new bags, damp clean with Lysol or similar product.
3. Clean and wipe down all surfaces with Lysol or similar product including all windowsills.
4. Clean and disinfect toilets, urinals, sinks and showers.
5. Polish all stainless steel and any bright work.
6. Wet mop and rinse all floors with disinfectant.
7. Clean and polish all mirrors.
8. Wash and wipe down all splash marks on walls, urinals and toilets.
9. Be sure and dust all exposed surfaces (Walls, tables, baseboards, heaters and trash receptacles).
10. Provide deodorizers in urinals and toilets.

Performance measurement: Receptacles shall be free of dirt and debris. Toilets, urinals, sinks, showers, walls, tables, baseboards, heaters, trash receptacle and stainless steel shall be free of dirt, debris and all smudges. Floors shall be free of dirt and debris.

Break room Requirements:

1. Clean, dust and polish all exposed surfaces.

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|--|------------------------------------|--|---------------|
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2. Dust and wax dining table.
3. Empty cigarette container and trash receptacles, wipe and clean interior of cigarette containers.
4. Clean and disinfect sink, stovetop and microwave.
5. Sweep and vacuum carpeting and sanitize when needed
6. Clean top, side and front of refrigerator.

Performance measurement: The dining room table, cigarette container, trash receptacles, stovetop and microwave shall be free of dirt, debris and all smudges.

Addendum:

Strip, wax and buff floor in the offices (MARAD and upstairs contractor) once a year. Waxing is to include two (3) coats.

Once (1) a month, floors are to be washed, polished and buffed. This is to include "All" offices including the tech library.

The vendor must have Certificates of Insurance on file for all employees who work at the site.

Contractor is to supply all supplies except for toilet paper, hand towels and soap.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

a. The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

b. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

c. The COTR for this contract will be:

Stewart Brooks (504) 352-6254 stewart.brooks@dot.gov

d. The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

| Clause | Title | Date |
|---------------|---|-------------|
| 52.204-07 | Central Contractor Registration | April 2008 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | June 2008 |
| TEXT | NON APPLICABLE CLAUSES | |
| TEXT | Wage Determination | |

I.2 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

I.3 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration.
(End of clause)

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 yrs.

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(End of clause)

I.5 52.222-41 SERVICE CONTRACT ACT OF 1965

NOVEMBER 2007

(a) Definitions. As used in this clause-

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

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(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

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(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's

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rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.6 52.232-19 **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL APRIL 1984**
YEAR

Funds are not presently available for performance under this contract beyond 04/30/2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 04/30/2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.