

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

1. REQUISITION NUMBER
 PRSAR100251/0001
 PAGE 1 OF 21

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 02/17/2010 4. ORDER NUMBER DTMA2P10043 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

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

9. ISSUED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.
 CODE 00092
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS:
 SIZE STANDARD:

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

15. DELIVER TO DOT/Maritime Administration, Atlantic Division Operations
 EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue
 Bronx, NY 10465
 Attn: Thomas Dowd
 CODE 7118
 16. ADMINISTERED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
 CODE 00092

17a. CONTRACTOR/OFFEROR Acme Repair Co. Inc.
 326-328 Front Street
 Staten Island, NY 10304
 TELEPHONE NO.(718) 720-5522 ext.
 CODE * FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P Branch, AMZ-150 PO Box 25710
 Oklahoma City, OK 73125
 CODE AMZ150

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

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

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 17,300.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. Acme Repair quote OFFER
 DATED 02/12/2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0003

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 Eileen M. Williams
 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Eileen M. Williams 02/17/2010

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA2P10043	Title TSES Boiler Package	Page 3 of 21
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Total Funding: \$17,300.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	X1750	SMR 120	SM	D107	0	0000	160000				
Division	Closed FYs	Cancelled Fund									
25711	6100 6600										

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Open and Inspect Main Engine Steam Strainer	0001	(02/17/2010 to 03/03/2100)	1.00	JOB	\$2,800.000	\$ 2,800.00
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See Statement of Work, 5.7

Ref Req No: PRSAR100251/0001

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 - 6600 -
 \$2,800.00

0002	Open & Inspect Main Engine Maneuvering Valves	0003	(02/17/2010 to 03/03/2100)	1.00	JOB	\$10,700.000	\$ 10,700.00
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See Statement of Work, 5.8

Ref Req No: PRSAR100251/0001

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 - 6600 -
 \$10,700.00

0003	Open & Inspect Main Engine Guardian Valves	0004	(02/17/2010 to 03/03/2100)	1.00	JOB	\$3,800.000	\$ 3,800.00
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See Statement of Work, 5.8 (Replace Maneurving Valve with "Guardian Valve".)

Ref Req No: PRSAR100251/0001

Funding Information:

2010 - - X1750 - SMR 120 - SM - D107 - 0 - 0000 - 160000 - - - -
 - 25711 - 6100 - 6600 -
 \$3,800.00

Total Cost: \$17,300.00

TOTAL AMOUNT (Clins 0001-0003) \$17,300.00

In order for an invoice to be processed for payment, it must include your Federal ID No, Purchase Order No. and Invoice No.. Without these numbers your invoice will be returned and payment delayed.

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- (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
- (9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.
- (f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
 - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable--
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
 - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.
- (j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

2 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY
1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance.

Price and Past Performance, when combined, are equal when compared to price.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

MARCH
2009

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(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 forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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(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—

(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

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(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.
- (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.

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(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.

4 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** FEBRUAR
Y 2010

(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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (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).

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___ (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.

___ (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)).

___ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

___ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

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

___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (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.)

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___ (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)).

___ (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.

(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.).

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___ (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 (DEC 2008) (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]

(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.).

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(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)

5 52.236-12 CLEANING UP

APRIL 1984

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

6 52.236-13 ACCIDENT PREVENTION

NOVEMBER
R 1991

(a) The Contractor shall provide and maintain work environments and procedures which will--

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

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(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-04 INSPECTION OF SERVICES--FIXED-PRICE

AUGUST
1996

(a) Definitions: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

- (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) terminate the contract for default.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

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

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

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.2 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

AUGUST
2005

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$1,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$1,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled

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thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) **TYPES OF INSURANCE AND MINIMUM COVERAGE.** The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$1 million bodily injury by accident, each accident - \$1 million bodily injury by disease each accident - \$1 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$1 million for each person per occurrence and \$1 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$1 million combined single per occurrence limit for bodily injury and property damage and \$1 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$1million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$1 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance , MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) **FORM OF CONFIRMATION**

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

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SECTION I -- CONTRACT CLAUSES

I.1 1252.217- GUARANTEE
70

MAY 2005

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(End of clause)

I.2 1252.217- PERFORMANCE
72

OCTOBER
1994

(a) Upon the award of the contract, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the contract has been awarded except in the case of emergency work ordered by the Contracting Officer in writing.

(b) The Government shall deliver the vessel described in the contract at the time and location specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the contract.

(c) The Contractor shall without charge,--

(1) Make available to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities at the plant acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

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(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The contract will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the contract without advance approval of the Contracting Officer. Dock and sea trials not specified in the contract shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

I.3 PERFORMANCE WORK STATEMENT

I.4 DOL-SERVICE CONTRACT ACT WAGE DETERMINATION

The following Department of Labor Service Contract Act Wage Determination is applicable to performance for these services: WD#2376 (REV 8) dated 07/29/2009 was first posted on www.dol.gov on 08/04/2009.

The wage determination may be viewed online at:
<http://www.wdol.gov/wdol/scafiles/std/05-2376.txt>.

A copy of the entire Wage Determination is hereby attached at end of contract.

I.5 MARAD INVOICE SUBMISSION

SUBMISSION OF INVOICES - MARAD

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

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

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

23707

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

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

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

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

TS EMPIRE STATE- BOILER REPAIRS

PERFORMANCE WORK STATEMENT (PWS)

OPEN & INSPECT MAIN ENGINE STEAM STRAINER (CLIN 0001)

- 1.1 Contractor shall open, remove strainer, clean housing and strainer, and display for inspection purposes.
- 1.1.2 Contractor shall give a minimum of 24 hour notice to MARAD COTR prior to availability for inspection so that ABS attendance can be scheduled. Contractor shall make best possible effort to condense ABS inspections so as to limit Surveyors trips to vessel.
- 1.1.3 Upon satisfactory completion of the attending ABS surveyors' inspection, the Contractor shall re-assemble strainer with new gasket to the satisfaction of the C/E.
- 1.1.4 Contractor shall provide vessel with spare gasket.

OPEN & INSPECT MAIN ENGINE MANEUVERING VALVES (CLIN 0002)

- 2.1 Contractor shall open, clean and display valves for attending ABS surveyor in accordance with ABS Continuous Machinery Survey (CMS).
- 2.1.2 Contractor shall open valves in accordance with manufacturer's instructions/procedures.
- 2.1.3 Contractor shall notify MARAD COTR immediately via a written Condition Found Report (CFR) if any obvious defects are noted during dis-assembly.
- 2.1.4 Contractor shall give a minimum of 24 hour notice to MARAD COTR prior to availability for inspection so that ABS attendance can be scheduled. Contractor shall make best possible effort to condense ABS inspections so as to limit Surveyors' trips to the vessel.
- 2.1.5 Contractor shall notify MARAD COTR and C/E when valves are ready to present to ABS for inspection.
- 2.1.6 Upon satisfactory completion of the attending ABS surveyors' inspection, the Contractor shall re-assemble the valves in accordance with the manufacturer's instructions

and procedures. The Contractor shall accomplish the assembly using new gaskets and fasteners approved by the C/E.

- 2.1.7 Contractor shall ensure all operating linkage pins, clamps and fasteners are secured properly, tightened within specification and free from binding. Contractor to prove proper operation of linkage and all their components to the satisfaction of C/E.
- 2.1.8 Contractor shall make all necessary removals and replacements required to complete work, including lagging and insulation.
- 2.1.9 Contractor shall supply vessel with one spare set of gaskets for the Ahead and Astern Throttle Valves.

OPEN & INSPECT MAIN ENGINE GUARDIAN VALVES (CLIN 0003)

Same Performance Work Items as shown above, 2.1 through 2.1.9

WD 05-2376 (Rev.-8) was first posted on www.wdol.gov on 08/04/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2376
Revision No.: 8
Date Of Revision: 07/29/2009

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,
Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.11
01012 - Accounting Clerk II		18.22
01013 - Accounting Clerk III		21.41
01020 - Administrative Assistant		30.93
01040 - Court Reporter		21.19
01051 - Data Entry Operator I		14.10
01052 - Data Entry Operator II		15.37
01060 - Dispatcher, Motor Vehicle		25.16
01070 - Document Preparation Clerk		15.56
01090 - Duplicating Machine Operator		15.56
01111 - General Clerk I		14.82
01112 - General Clerk II		16.95
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		25.69
01141 - Messenger Courier		11.97
01191 - Order Clerk I		18.05
01192 - Order Clerk II		21.67
01261 - Personnel Assistant (Employment) I		18.21
01262 - Personnel Assistant (Employment) II		20.36
01263 - Personnel Assistant (Employment) III		23.27
01270 - Production Control Clerk		23.27
01280 - Receptionist		15.67
01290 - Rental Clerk		17.89
01300 - Scheduler, Maintenance		21.18
01311 - Secretary I		21.18
01312 - Secretary II		24.82
01313 - Secretary III		25.69
01320 - Service Order Dispatcher		20.00
01410 - Supply Technician		30.93
01420 - Survey Worker		20.79
01531 - Travel Clerk I		15.33
01532 - Travel Clerk II		16.61
01533 - Travel Clerk III		18.03
01611 - Word Processor I		17.46
01612 - Word Processor II		19.58
01613 - Word Processor III		21.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.94
05010 - Automotive Electrician		27.14

05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.98
11260 - Pruner	14.75
11270 - Tractor Operator	17.86
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	16.95
12000 - Health Occupations	
12010 - Ambulance Driver	22.72
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	23.30
12015 - Certified Physical Therapist Assistant	21.63
12020 - Dental Assistant	16.58
12025 - Dental Hygienist	32.86
12030 - EKG Technician	28.08
12035 - Electroneurodiagnostic Technologist	28.08
12040 - Emergency Medical Technician	24.99
12071 - Licensed Practical Nurse I	21.16
12072 - Licensed Practical Nurse II	23.69
12073 - Licensed Practical Nurse III	23.81
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	35.64
12221 - Nursing Assistant I	11.86
12222 - Nursing Assistant II	14.72
12223 - Nursing Assistant III	15.82
12224 - Nursing Assistant IV	16.08
12235 - Optical Dispenser	24.08
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	14.20

12280 - Phlebotomist	15.67
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	32.07
12312 - Registered Nurse II	37.21
12313 - Registered Nurse II, Specialist	37.21
12314 - Registered Nurse III	46.90
12315 - Registered Nurse III, Anesthetist	46.90
12316 - Registered Nurse IV	56.19
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.58
13012 - Exhibits Specialist II	31.89
13013 - Exhibits Specialist III	37.24
13041 - Illustrator I	26.51
13042 - Illustrator II	32.31
13043 - Illustrator III	36.45
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	25.62
13061 - Media Specialist I	22.91
13062 - Media Specialist II	25.62
13063 - Media Specialist III	28.57
13071 - Photographer I	20.66
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13110 - Video Teleconference Technician	22.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.85
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.92
14071 - Computer Programmer I	(see 1)
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	18.85
14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.07
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	51.11
15050 - Computer Based Training Specialist / Instructor	37.07
15060 - Educational Technologist	32.90
15070 - Flight Instructor (Pilot)	51.11
15080 - Graphic Artist	32.06
15090 - Technical Instructor	31.44
15095 - Technical Instructor/Course Developer	38.34
15110 - Test Proctor	25.30
15120 - Tutor	25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.15
16030 - Counter Attendant	11.15
16040 - Dry Cleaner	13.72
16070 - Finisher, Flatwork, Machine	11.15
16090 - Presser, Hand	11.15
16110 - Presser, Machine, Drycleaning	11.15
16130 - Presser, Machine, Shirts	11.15
16160 - Presser, Machine, Wearing Apparel, Laundry	11.15

16190 - Sewing Machine Operator	14.57
16220 - Tailor	15.39
16250 - Washer, Machine	12.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	22.56
21040 - Material Expediter	22.56
21050 - Material Handling Laborer	16.41
21071 - Order Filler	15.58
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	14.45
21150 - Stock Clerk	18.11
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	23.33
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	36.53
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	27.10
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	27.45
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	24.73
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.30
23430 - Heavy Equipment Mechanic	24.95
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	29.17
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	29.17
23592 - Metrology Technician II	30.31
23593 - Metrology Technician III	31.42
23640 - Millwright	31.22

23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	25.47
23790 - Pipefitter, Maintenance	32.88
23810 - Plumber, Maintenance	32.93
23820 - Pseudraulic Systems Mechanic	27.25
23850 - Rigger	23.53
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	32.90
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	25.72
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.56
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	17.35
27008 - Corrections Officer	30.97
27010 - Court Security Officer	30.31
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	30.97
27070 - Firefighter	28.96
27101 - Guard I	17.35
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	14.99
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	16.78
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	20.80
28630 - Sports Official	13.35
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.84
29042 - Stevedore II	29.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.50
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.00
30021 - Archeological Technician I	18.82
30022 - Archeological Technician II	20.21
30023 - Archeological Technician III	26.78
30030 - Cartographic Technician	26.78

30040 - Civil Engineering Technician	24.74
30061 - Drafter/CAD Operator I	19.31
30062 - Drafter/CAD Operator II	21.59
30063 - Drafter/CAD Operator III	24.08
30064 - Drafter/CAD Operator IV	29.66
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.47
30083 - Engineering Technician III	25.28
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.07
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	26.78
30361 - Paralegal/Legal Assistant I	22.19
30362 - Paralegal/Legal Assistant II	27.47
30363 - Paralegal/Legal Assistant III	33.62
30364 - Paralegal/Legal Assistant IV	40.67
30390 - Photo-Optics Technician	26.78
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	25.11
30492 - Unexploded Ordnance (UXO) Technician II	30.38
30493 - Unexploded Ordnance (UXO) Technician III	36.41
30494 - Unexploded (UXO) Safety Escort	25.11
30495 - Unexploded (UXO) Sweep Personnel	25.11
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.08
30621 - Weather Observer, Senior	(see 2) 26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.80
31364 - Truckdriver, Tractor-Trailer	23.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	34.64
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.75
99710 - Recycling Laborer	17.98
99711 - Recycling Specialist	20.54
99730 - Refuse Collector	16.69
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	23.44
99831 - Surveying Aide	15.32
99832 - Surveying Technician	20.21
99840 - Vending Machine Attendant	19.20
99841 - Vending Machine Repairer	23.47
99842 - Vending Machine Repairer Helper	18.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

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.