

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/21/2010	2. CONTRACT NO. (If any)	6. SHIP TO: AL LIPSKI		
3. ORDER NO. DTMA4V10026	4. REQUISITION/REFERENCE NO. PRWR1000045	a. NAME OF CONSIGNEE DOT/Maritime Administration, Division of Pacific Operations		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DPO Acquisition 201 Mission Street, Suite 1800 San Francisco CA 94105-1905		b. STREET ADDRESS STATE OF MICHIGAN		
		c. CITY Traverse City, Michigan	d. STATE MI	e. ZIP CODE 49686
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR DUNS #017831488 DBA - SAMSEL SUPPLY COMPANY		8. TYPE OF ORDER		
b. COMPANY NAME Samsel Rope & Marine Supply Co Inc		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 1285 OLD RIVER RD		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY Cleveland	e. STATE OH	f. ZIP CODE 44113-1279		
9. ACCOUNTING AND APPROPRIATION DATA 2010 - 70 - X1750 - SMR120 - SM - R107 - 0 - 0000 - 000000 - - 160000 - - 25431 - - 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 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		10/29/2010		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Susan Wong				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$7,000.00

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

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

PAGE NO.
3 of 3

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

DATE OF ORDER 09/21/2010	CONTRACT NO.	ORDER NO. DTMA4V10026
-----------------------------	--------------	--------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)						
0001	<p><i>LIFE RAFT SERVICE AND INSPECTION PRWR1000045</i></p> <p><i>VENDOR'S DUNS NUMBER #017831488</i></p> <p>LIFE RAFT SERVICE AND INSPECTION</p> <p>SERVICE, INSPECT, AND CERTIFY LIFE RAFTS IN ACCORDANCE WITH THE ENCLOSED SOW. Samsel's quote of 9/3/10 is accepted to include the exception to the SOW hydro releases replacement requirement. Since the Hydro Releases were found not due for replacement until 2011 they will not be required for replacement under this award. Should replacement be required at a later date additional funding would be required.</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>10/29/2010</td> <td>09/21/2010</td> <td>10/29/2010</td> </tr> </table> <p>Reference Requisition: PRWR1000045 <i>DIST: VENDOR/COTR/CO/FCO msamsel@samselsupply.com</i></p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	10/29/2010	09/21/2010	10/29/2010	1.00	JOB	7,000.000	7,000.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
10/29/2010	09/21/2010	10/29/2010										

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$7,000.00

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 1 of 24
--	------------------------------------	---	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	2
1 STATEMENT OF WORK - LIFE RAFT REPAIR/SERVICE	2
2 Instructions to Offerors--Commercial Items	3
3 Contract Terms and Conditions--Commercial Items	5
4 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	8
5 INVOICING INSTRUCTIONS	12
6 GRAND TRAVERSE - WAGE DETERMINATION	13
7 BAN ON TEXT MESSAGING WHILE DRIVING	23

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 2 of 24
--	------------------------------------	---	--------------

COMMERCIAL CLAUSES

1 STATEMENT OF WORK - LIFE RAFT REPAIR/SERVICE

TS STATE OF MICHIGAN

TITLE: LIFE RAFTS: SERVICE AND INSPECTION/SR0700414

BACKGROUND AND INTENT: The Training Ship State of Michigan is a U. S. government owned training ship provided to the Great Lakes Maritime Academy for the purpose of training young men and women for service in the U. S. Merchant Marine. It is the intent of this Statement of Work (SOW) to service the vessels' Life Rafts in accordance with SOLAS B requirements

LOCATION: The Training Ship the State of Michigan is moored alongside pier at the Great Lakes Maritime Academy, 715 East Front Street, Traverse City, MI 49686-3061.

1) **QUANTITY and TYPE:**

a) Four (4) Viking Life rafts - Capacity: 25 Persons Type: DT+

Approval Number: 160.151/117/0 - SOLAS 74/96 SOLAS B

Painter length: 36 meter

Maximum Height: 25 Meters: Serial Numbers: U121198, U141198, U111198, and 131198.

b) Five (5) Switlik Parachute Company Life Rafts - Capacity: 15 Persons

Approval Number (varies): 160.051/247/0, 160.051/57/0, 160.151/45/0 - SOLAS B

Painter length: 100 feet

Serial Nos.: 15, 24, 25, 47, and 50

c) One (1) Switlik Parachute Company Life Rafts - Capacity: 25 Persons

Approval Number: 160.051/1500- SOLAS B

Painter length: 100 feet

Serial No.: 37

2) **STATEMENT OF WORK**

a) Contractor shall make arrangements to take delivery of ten (10) life rafts and dray to USCG approved facility for inspection and testing. Upon completion of all inspections and testing, Contractor shall redeliver all life rafts to the vessel in a ready for sea condition.

b) Contractor is to pick up the liferafts ~~and their associated hydrostatic releases~~ and transport to a USCG/SOLAS approved repair facility and redeliver to Great Lakes Maritime Academy, 715 E Front Street, Traverse City, Michigan 49686. Loading and unloading assistance will be provided by GLMA.

c) Contractor to convey life rafts ~~and releases~~ to and from GLMA's facility by scheduled appointment time only. Otherwise, contractor shall be responsible for providing services to load/unload.

d) Life Rafts shall be inspected and serviced in accordance with SOLAS B requirements for annual inspections. Rafts are to be inspected, tested, necessary repairs accomplished and parts/equipment replaced as necessary to bring rafts into compliance. All equipment shall comply with the latest USCG/SOLAS B requirements and regulations of the International Convention for the Safety Of Life At Sea. NOTE: Replaced flares are to be returned with the Life Rafts for training purposes.

e) All parts, provisions, and material shall be inspected for expiry dates. All provisions that will expire prior to December 31 2010, shall be shall be replaced with new. All new material and provisions shall have an expiry date of at least 12 months from the date of service. Contractor shall provide all new hydrostatic releases.

f) Any new work not defined by this work order is subject to a Change Order and prior approval by MARAD DPO ACO.

g) Contractor shall provide a Condition found Report to MARAD COTR and Captain denoting conditions found and recommended corrective action. Contractor shall take note of any and all out of date and/or damaged equipment and provisions.

3) **PERFORMANCE CRITERIA / DELIVERABLES:**

a) Contractor shall provide an itemized report which shall include listing of all equipment and supply list for each life raft serviced, denoting equipment condition and all expiry dates. Each life raft and hydrostatic release shall be marked with a sticker denoting the latest inspection date and/or expiration date.

b) Upon completion and redelivery, Contractor shall provide the original life raft certification documents to the Captain, together with two (2) copies.

4) **GENERAL REQUIREMENTS:**

a) All deliverables shall be FOB Traverse City, Michigan.

b) Latest inspection certificates available on board the vessel, if needed.

c) All inspections, tests, and repairs are shall be witnessed by USCG Inspector

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 3 of 24
--	------------------------------------	---	--------------

d) All rafts must be returned to GLMA no later than 01 November 2010.

2 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS JUNE 2008

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-03(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 4 of 24
--	------------------------------------	---	--------------

be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors 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.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 5 of 24
--	------------------------------------	---	--------------

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

3 52.212-04 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010**
ITEMS

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

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

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

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

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

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

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

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 6 of 24
--	------------------------------------	---	--------------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 7 of 24
--	------------------------------------	---	--------------

- (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
- (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.

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 8 of 24
--	------------------------------------	---	--------------

(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; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

(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.

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 9 of 24
--	------------------------------------	---	--------------

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

- ___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- ___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).
- ___ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (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).

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 10 of 24
--	------------------------------------	---	---------------

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

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

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

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

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

X___ (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).

X___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X___ (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).

X___ (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.)

X___ (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)).

X___ (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.

X___ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

X___ (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).

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 11 of 24
--	------------------------------------	---	---------------

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X___ (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

X___ (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.]

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

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

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

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 12 of 24
--	------------------------------------	---	---------------

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

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

(vii) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Clause)

5 INVOICING INSTRUCTIONS

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 13 of 24
--	------------------------------------	---	---------------

INVOICE SUBMISSION - MARAD DPO

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

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; Contractor's Federal Tax ID Number; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

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

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

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

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

6 GRAND TRAVERSE - WAGE DETERMINATION

WD 05-2271 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2271

Shirley F. Ebbesen | Division of | Revision No.: 10
Director | Wage Determinations | Date Of Revision: 06/15/2010

State: Michigan

Area: Michigan Counties of Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Wexford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.36	

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 14 of 24
--	------------------------------------	---	---------------

01012 - Accounting Clerk II	16.12
01013 - Accounting Clerk III	18.03
01020 - Administrative Assistant	18.45
01040 - Court Reporter	16.99
01051 - Data Entry Operator I	12.21
01052 - Data Entry Operator II	13.61
01060 - Dispatcher, Motor Vehicle	15.61
01070 - Document Preparation Clerk	12.72
01090 - Duplicating Machine Operator	12.72
01111 - General Clerk I	11.12
01112 - General Clerk II	12.12
01113 - General Clerk III	14.69
01120 - Housing Referral Assistant	18.95
01141 - Messenger Courier	11.63
01191 - Order Clerk I	14.47
01192 - Order Clerk II	15.80
01261 - Personnel Assistant (Employment) I	16.72
01262 - Personnel Assistant (Employment) II	18.70
01263 - Personnel Assistant (Employment) III	20.86
01270 - Production Control Clerk	22.01
01280 - Receptionist	11.64
01290 - Rental Clerk	13.70
01300 - Scheduler, Maintenance	15.19
01311 - Secretary I	15.19
01312 - Secretary II	16.99
01313 - Secretary III	18.95
01320 - Service Order Dispatcher	13.70
01410 - Supply Technician	20.12
01420 - Survey Worker	14.46
01531 - Travel Clerk I	12.78
01532 - Travel Clerk II	13.89
01533 - Travel Clerk III	15.03
01611 - Word Processor I	13.15
01612 - Word Processor II	14.77
01613 - Word Processor III	16.51
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.01
05010 - Automotive Electrician	15.41
05040 - Automotive Glass Installer	14.85
05070 - Automotive Worker	14.85
05110 - Mobile Equipment Servicer	13.71
05130 - Motor Equipment Metal Mechanic	15.95
05160 - Motor Equipment Metal Worker	14.85
05190 - Motor Vehicle Mechanic	18.92
05220 - Motor Vehicle Mechanic Helper	13.07
05250 - Motor Vehicle Upholstery Worker	14.33
05280 - Motor Vehicle Wrecker	14.85
05310 - Painter, Automotive	15.41
05340 - Radiator Repair Specialist	14.85
05370 - Tire Repairer	12.62
05400 - Transmission Repair Specialist	15.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.08
07041 - Cook I	11.36
07042 - Cook II	12.01
07070 - Dishwasher	8.39
07130 - Food Service Worker	9.03
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.87

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 15 of 24
--	------------------------------------	---	---------------

09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.71
09040 - Furniture Handler	13.62
09080 - Furniture Refinisher	17.77
09090 - Furniture Refinisher Helper	15.07
09110 - Furniture Repairer, Minor	16.52
09130 - Upholsterer	17.71
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.81
11060 - Elevator Operator	10.81
11090 - Gardener	14.64
11122 - Housekeeping Aide	10.15
11150 - Janitor	11.90
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.01
11260 - Pruner	12.00
11270 - Tractor Operator	14.61
11330 - Trail Maintenance Worker	13.01
11360 - Window Cleaner	12.36
12000 - Health Occupations	
12010 - Ambulance Driver	17.64
12011 - Breath Alcohol Technician	17.64
12012 - Certified Occupational Therapist Assistant	18.70
12015 - Certified Physical Therapist Assistant	19.44
12020 - Dental Assistant	16.19
12025 - Dental Hygienist	26.13
12030 - EKG Technician	24.53
12035 - Electroneurodiagnostic Technologist	24.53
12040 - Emergency Medical Technician	17.64
12071 - Licensed Practical Nurse I	15.92
12072 - Licensed Practical Nurse II	17.80
12073 - Licensed Practical Nurse III	19.87
12100 - Medical Assistant	11.93
12130 - Medical Laboratory Technician	17.49
12160 - Medical Record Clerk	15.63
12190 - Medical Record Technician	17.48
12195 - Medical Transcriptionist	13.71
12210 - Nuclear Medicine Technologist	34.28
12221 - Nursing Assistant I	11.43
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	17.04
12236 - Optical Technician	15.22
12250 - Pharmacy Technician	14.11
12280 - Phlebotomist	15.74
12305 - Radiologic Technologist	22.95
12311 - Registered Nurse I	23.13
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	34.84
12315 - Registered Nurse III, Anesthetist	34.84
12316 - Registered Nurse IV	41.76
12317 - Scheduler (Drug and Alcohol Testing)	22.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.64
13012 - Exhibits Specialist II	22.75
13013 - Exhibits Specialist III	27.67
13041 - Illustrator I	19.64

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 16 of 24
--	------------------------------------	---	---------------

13042 - Illustrator II		22.75	
13043 - Illustrator III		27.67	
13047 - Librarian		25.04	
13050 - Library Aide/Clerk		12.12	
13054 - Library Information Technology Systems Administrator			22.62
13058 - Library Technician		15.72	
13061 - Media Specialist I		16.32	
13062 - Media Specialist II		18.25	
13063 - Media Specialist III		20.36	
13071 - Photographer I		16.92	
13072 - Photographer II		18.93	
13073 - Photographer III		23.45	
13074 - Photographer IV		28.69	
13075 - Photographer V		32.49	
13110 - Video Teleconference Technician			16.32
14000 - Information Technology Occupations			
14041 - Computer Operator I		14.20	
14042 - Computer Operator II		15.89	
14043 - Computer Operator III		17.72	
14044 - Computer Operator IV		19.69	
14045 - Computer Operator V		21.80	
14071 - Computer Programmer I	(see 1)	20.41	
14072 - Computer Programmer II	(see 1)	25.30	
14073 - Computer Programmer III	(see 1)		
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)	24.52	
14102 - Computer Systems Analyst II	(see 1)	27.62	
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator			14.20
14160 - Personal Computer Support Technician			19.69
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			24.50
15020 - Aircrew Training Devices Instructor (Rated)			29.66
15030 - Air Crew Training Devices Instructor (Pilot)			34.69
15050 - Computer Based Training Specialist / Instructor			24.50
15060 - Educational Technologist		26.06	
15070 - Flight Instructor (Pilot)		34.69	
15080 - Graphic Artist		18.59	
15090 - Technical Instructor		20.15	
15095 - Technical Instructor/Course Developer			23.97
15110 - Test Proctor		15.81	
15120 - Tutor		15.81	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			
16010 - Assembler		9.87	
16030 - Counter Attendant		9.87	
16040 - Dry Cleaner		13.34	
16070 - Finisher, Flatwork, Machine		9.87	
16090 - Presser, Hand		9.87	
16110 - Presser, Machine, Drycleaning		9.87	
16130 - Presser, Machine, Shirts		9.87	
16160 - Presser, Machine, Wearing Apparel, Laundry			9.87
16190 - Sewing Machine Operator		14.52	
16220 - Tailor		15.65	
16250 - Washer, Machine		11.01	
19000 - Machine Tool Operation And Repair Occupations			
19010 - Machine-Tool Operator (Tool Room)			22.11
19040 - Tool And Die Maker		25.86	
21000 - Materials Handling And Packing Occupations			

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 17 of 24
--	------------------------------------	---	---------------

21020 - Forklift Operator	20.74	
21030 - Material Coordinator	22.01	
21040 - Material Expediter	22.01	
21050 - Material Handling Laborer	14.43	
21071 - Order Filler	11.50	
21080 - Production Line Worker (Food Processing)		20.74
21110 - Shipping Packer	19.25	
21130 - Shipping/Receiving Clerk	19.25	
21140 - Store Worker I	14.39	
21150 - Stock Clerk	17.43	
21210 - Tools And Parts Attendant	20.74	
21410 - Warehouse Specialist	20.74	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	23.97	
23021 - Aircraft Mechanic I	23.04	
23022 - Aircraft Mechanic II	23.97	
23023 - Aircraft Mechanic III	24.93	
23040 - Aircraft Mechanic Helper	18.62	
23050 - Aircraft, Painter	23.59	
23060 - Aircraft Servicer	20.42	
23080 - Aircraft Worker	21.14	
23110 - Appliance Mechanic	17.86	
23120 - Bicycle Repairer	12.62	
23125 - Cable Splicer	23.56	
23130 - Carpenter, Maintenance	22.99	
23140 - Carpet Layer	20.01	
23160 - Electrician, Maintenance	29.53	
23181 - Electronics Technician Maintenance I		21.16
23182 - Electronics Technician Maintenance II		22.10
23183 - Electronics Technician Maintenance III		23.04
23260 - Fabric Worker	20.15	
23290 - Fire Alarm System Mechanic	21.79	
23310 - Fire Extinguisher Repairer	19.16	
23311 - Fuel Distribution System Mechanic	25.02	
23312 - Fuel Distribution System Operator	20.81	
23370 - General Maintenance Worker	17.93	
23380 - Ground Support Equipment Mechanic		23.04
23381 - Ground Support Equipment Servicer		20.42
23382 - Ground Support Equipment Worker		21.14
23391 - Gunsmith I	19.16	
23392 - Gunsmith II	21.16	
23393 - Gunsmith III	23.04	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		21.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		22.22
23430 - Heavy Equipment Mechanic	22.78	
23440 - Heavy Equipment Operator	21.06	
23460 - Instrument Mechanic	23.04	
23465 - Laboratory/Shelter Mechanic	22.10	
23470 - Laborer	15.09	
23510 - Locksmith	20.90	
23530 - Machinery Maintenance Mechanic		23.04
23550 - Machinist, Maintenance	23.04	
23580 - Maintenance Trades Helper	14.34	
23591 - Metrology Technician I	23.04	
23592 - Metrology Technician II	23.97	
23593 - Metrology Technician III	24.93	
23640 - Millwright	30.95	

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 18 of 24
--	------------------------------------	---	---------------

23710 - Office Appliance Repairer	19.00	
23760 - Painter, Maintenance	19.95	
23790 - Pipefitter, Maintenance	26.28	
23810 - Plumber, Maintenance	24.44	
23820 - Pseudraulic Systems Mechanic	23.04	
23850 - Rigger	23.04	
23870 - Scale Mechanic	21.16	
23890 - Sheet-Metal Worker, Maintenance	24.41	
23910 - Small Engine Mechanic	21.16	
23931 - Telecommunications Mechanic I	23.04	
23932 - Telecommunications Mechanic II	23.97	
23950 - Telephone Lineman	22.72	
23960 - Welder, Combination, Maintenance	22.10	
23965 - Well Driller	23.04	
23970 - Woodcraft Worker	23.04	
23980 - Woodworker	19.16	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.66	
24580 - Child Care Center Clerk	12.05	
24610 - Chore Aide	10.48	
24620 - Family Readiness And Support Services Coordinator	13.41	
24630 - Homemaker	13.39	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	24.76	
25040 - Sewage Plant Operator	18.57	
25070 - Stationary Engineer	24.76	
25190 - Ventilation Equipment Tender	18.19	
25210 - Water Treatment Plant Operator	17.86	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	18.23	
27007 - Baggage Inspector	12.24	
27008 - Corrections Officer	20.44	
27010 - Court Security Officer	20.76	
27030 - Detection Dog Handler	16.73	
27040 - Detention Officer	20.44	
27070 - Firefighter	18.68	
27101 - Guard I	12.24	
27102 - Guard II	16.73	
27131 - Police Officer I	23.25	
27132 - Police Officer II	25.85	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.86	
28042 - Carnival Equipment Repairer	11.32	
28043 - Carnival Equipment Worker	9.24	
28210 - Gate Attendant/Gate Tender	15.40	
28310 - Lifeguard	11.56	
28350 - Park Attendant (Aide)	17.23	
28510 - Recreation Aide/Health Facility Attendant	13.43	
28515 - Recreation Specialist	17.67	
28630 - Sports Official	13.72	
28690 - Swimming Pool Operator	17.16	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.91	
29020 - Hatch Tender	22.91	
29030 - Line Handler	22.91	
29041 - Stevedore I	21.88	
29042 - Stevedore II	23.94	
30000 - Technical Occupations		

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 19 of 24
--	------------------------------------	---	---------------

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	12.62
30022 - Archeological Technician II	13.27
30023 - Archeological Technician III	17.90
30030 - Cartographic Technician	23.91
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.25
30062 - Drafter/CAD Operator II	19.29
30063 - Drafter/CAD Operator III	21.51
30064 - Drafter/CAD Operator IV	26.47
30081 - Engineering Technician I	16.17
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.28
30084 - Engineering Technician IV	25.14
30085 - Engineering Technician V	30.72
30086 - Engineering Technician VI	32.98
30090 - Environmental Technician	23.91
30210 - Laboratory Technician	21.97
30240 - Mathematical Technician	23.91
30361 - Paralegal/Legal Assistant I	18.52
30362 - Paralegal/Legal Assistant II	22.93
30363 - Paralegal/Legal Assistant III	28.06
30364 - Paralegal/Legal Assistant IV	33.95
30390 - Photo-Optics Technician	23.91
30461 - Technical Writer I	23.07
30462 - Technical Writer II	28.20
30463 - Technical Writer III	30.94
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 3)	21.51
30621 - Weather Observer, Senior (see 3)	23.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.30
31030 - Bus Driver	15.41
31043 - Driver Courier	14.35
31260 - Parking and Lot Attendant	11.54
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	15.05
31363 - Truckdriver, Heavy	19.39
31364 - Truckdriver, Tractor-Trailer	19.39
99000 - Miscellaneous Occupations	
99030 - Cashier	9.13
99050 - Desk Clerk	9.66
99095 - Embalmer	25.36
99251 - Laboratory Animal Caretaker I	12.10
99252 - Laboratory Animal Caretaker II	12.75
99310 - Mortician	27.17
99410 - Pest Controller	18.04
99510 - Photofinishing Worker	12.86
99710 - Recycling Laborer	17.08
99711 - Recycling Specialist	18.51

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 20 of 24
--	------------------------------------	---	---------------

99730 - Refuse Collector	15.36
99810 - Sales Clerk	10.46
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	19.26
99831 - Surveying Aide	11.45
99832 - Surveying Technician	17.13
99840 - Vending Machine Attendant	14.58
99841 - Vending Machine Repairer	17.93
99842 - Vending Machine Repairer Helper	16.08

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 21 of 24
--	------------------------------------	---	---------------

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) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **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

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 22 of 24
--	------------------------------------	---	---------------

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).

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 23 of 24
--	------------------------------------	---	---------------

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.

7 BAN ON TEXT MESSAGING WHILE DRIVING

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

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

"Driving"-

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

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

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

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

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

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

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

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

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

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

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

(End of clause)

	Document No. DTMA4V10026	Document Title 4V10026 SM LIFE RAFT SVC	Page 24 of 24
--	------------------------------------	---	---------------