

## **Service Contract Act of 1965 - GFY 2009 - IMOC**

### **Section I**

Federal Acquisition Regulation (FAR) 52.222-41 "Service Contract Act of 1965, as amended (Nov 2007)," and as further amended below by Buyer is incorporated herein by reference. Except as may be provided in the following notes, the terms: "Contractor" means Seller, except in the term "Government Prime Contractor", "Subcontractor" means Seller's subcontractors, "Contract" means this Order or Agreement (except in the terms "Service Contract Act of 1965" and "Government Contract") and "Contracting Officer" means Buyer. Seller shall provide Buyer with copies of all correspondence from or with the Contracting Officer under this clause.

Notes: Each of the following paragraphs of FAR 52.222-41 is amended and/or added as follows:

- (a) Delete the definition for "Contractor".
- (c)(2)(ii) In this paragraph the term "Contracting Officer" does not change. Communications required under this paragraph from Seller to the Contracting Officer shall reflect the number of the Prime contract and this Order/Agreement on the face thereof.
- (c)(2)(iii) In this paragraph the term "Contracting Officer" does not change.
- (c)(2)(iv)(B) In this paragraph the term "Contracting Officer" does not change.
- (c)(3) Add to the end of the paragraph "New wage determinations shall be incorporated by Buyer's written order."
- (i)(3) In this paragraph the term "Contracting Officer" does not change.
- (k) In this paragraph the term "Contracting Officer" does not change and in the last sentence the term "Government" means "Government and/or Buyer." At the end of the first sentence insert "Buyer shall withhold such sums related to this Order from Seller." At the end of the second sentence insert "Buyer may likewise take action to suspend any further payment or advance of funds under this Order or other Orders to Seller."
- (m) In this paragraph the term "Contracting Officer" does not change." Add to the end of the paragraph "Seller shall promptly notify Buyer of the existence of any collective bargaining agreements."
- (n) In this paragraph the term "Prime Contractor" means "Seller."
- (t) At the end of the paragraph add "Disputes between Seller and Buyer are not covered by this paragraph."

(u) Buyer's Withholding

To the extent applicable to this Order/Agreement, the rights and remedies reserved by the Contracting Officer, including but not limited to withholding or suspension of payment, are likewise reserved by Buyer. If at any time prior to the final payment to Buyer by the Government for the prime contract under which this Order/Agreement is placed, the Government withholds a portion of the amounts due Buyer thereunder, as a result, in whole or in part, of any request to do so by the Department of Labor or the Contracting Officer, necessary to satisfy any violations of Seller or its subcontractors, Seller, to the extent paid by Buyer, shall at Buyer's written demand, immediately repay any such amounts to Buyer. If said amount is not so repaid, Buyer shall have the right to withhold an amount equal to said amount from any amount theretofore or thereafter payable by Buyer to Seller. The provisions of this clause shall survive the completion of this Order/Agreement or the termination thereof in whole or in part.  
Note: None of the terms change in this paragraph.

When marked with an "X" the following Department of Labor Wage Determinations are attached and hereby made a part of this Order/Agreement. They are effective from October 1, 2008 to September 30, 2009.

	Wage Determination	State(s)	Revision #	Revision Date	Number of Pages
<input checked="" type="checkbox"/>	2005-2516	Texas	7	6-17-08	14

The following clause, when marked with an "X", as in effect on the date of this Order/Agreement is incorporated herein by reference:

FAR 52.222-42, Statement of Equivalent Rates for Federal Hires

Standard Form 98, Notice No. NASA 58497 dated 6-23-08, is attached hereto and incorporated herein.