



**US Army Corps  
of Engineers®**  
Seattle District

**Project: Direct-Push Drilling Services  
Lower Puyallup River Project**

**Location: Tacoma, WA**

**This project is 100% set aside for small business**

**Closing Date: 28 July 2003  
Closing Time: 5:00 PM PST**

**REMARKS: Fax quotes to (206) 764-6817, ATTN: Scott Britt, or email to  
scott.w.britt@usace.army.mil**

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   28	
1. REQUEST NO. DACW67-03-Q-0101	2. DATE ISSUED 28-Jul-2003	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-3175-5991	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) SCOTT W BRITT 206-764-3517			9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755 TEL: FAX:			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 30-Jul-2003			
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.   %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

NOTES

1. Marking of Quotes:

Quotes shall be plainly marked as follows:

QUOTE FOR:                   DIRECT-PUSH DRILLING SERVICES  
   LOWER PUYALLUP RIVER PROJECT  
   TACOMA, WA

Request for Quote No.       DACW67-03-Q-0101

CLOSING DATE AND TIME: 30 JULY 2003, 5:00 PM. Local Time

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED

2. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

3. **Responses may be faxed or emailed until the date and time set for closing. Attention Faxes to Scott Britt, (206) 764-6817. Email: [scott.w.britt@usace.army.mil](mailto:scott.w.britt@usace.army.mil)**

4. Unless stated otherwise, award will be made to the responsive responsible offer with the lowest total price.

5. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; [www.fc.usace.army.mil](http://www.fc.usace.army.mil) The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

6. Please provide the following information:

Federal Taxpayer's ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Remit to Address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

EQUIPMENT RENTAL WITH OPERATOR  
FFP

FURNISH ALL PLANT, LABOR, MATERIALS, TRANSPORTATION, SUPPLIES,  
AND ACCESSORIES REQUIRED TO ACCOMPLISH THE DIRECT-PUSH SOIL  
BORING, SAMPLING, AND GROUNDWATER MICRO WELL INSTALLATION  
AT THE LOWER PUYALLUP RIVER - RIGHT BANK, NORTH OF THE LINCOLN  
AVENUE BRIDGE AND WEST OF OLYMPIC STREET IN TACOMA,  
WASHINGTON, IN ACCORDANCE WITH THE STATEMENT OF WORK

DIRECT PUSH DRILL OPERATION, SAMPLING, BOREHOLE BACKFILL AND  
MICRO-WELL INSTALLATION WITH 2 PERSON CREW

RATE PER DAY: \$ \_\_\_\_\_ X 5 DAYS = \$ \_\_\_\_\_

MICO-WELL MATERIAL COSTS (JOB OR LUMP SUM): \$ \_\_\_\_\_

MOBILIZATION / DEMOBILIZATION (JOB OR LUMP SUM): \$ \_\_\_\_\_

PURCHASE REQUEST NUMBER: W68MD9-3175-5991

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NET AMT

FOB: Destination

STATEMENT OF WORK

## SCOPE OF WORK

**ENVIRONMENTAL SOIL AND GROUNDWATER SAMPLING  
USING DIRECT-PUSH TECHNOLOGY**

**Lower Puyallup River - Right Bank  
North of the Lincoln Avenue Bridge and West of Olympic Street  
Tacoma, Washington**

**Tentative Field Schedule:**

August 4-8 2003

1. Hydraulic-percussion direct-push technology will be used for obtaining continuous soil samples and for installing small diameter monitoring wells. Continuous soil samples will be collected from **10 sample locations** bored to an approximate maximum depth of **45 feet or less**. Six small-diameter monitoring wells shall be installed in six of the same 10 sample locations. Direct-push equipment shall be mounted to a wheeled or tracked vehicle, and be capable of delivering approximately 32,000 pounds of down force, and approximately 42,000 pounds of retraction force due to unknown sub-surface conditions.
2. Six of the 10 holes will be bored along the east side of the levee embankment (designated as the Upland Area) to determine if contaminants exist in the soil and groundwater. Four of the 10 holes will be bored through the levee embankment to obtain information on the types of material used to construct the levee embankment and to determine whether or not contaminated soil exists. Required work is described in the following **Upland** and **Levee** sub-sections:
  - a. **Upland Area Boreholes**
    - i. **Soil Investigation:** Soil samples will be taken from six soil borings in the upland area to a maximum depth of 45 feet below ground surface (bgs) as directed by USACE personnel. Continuous samples shall be taken for visual soil classification. Environmental samples shall be collected at the direction of USACE personnel. Due to expected soil conditions, a 48-inch long, closed-piston macro-core type soil sampler with a minimum 1.5-inch inside diameter shall be used to collect all soil samples to prevent sampling of sloughed material. PVC soil sample liners and plastic core-catchers shall be used in the macro-core sampler. After each sample interval, the contractor shall open the soil-filled PVC liner, and provide it to the on-site US Army Corps of Engineers (USACE) representative. The USACE representative shall be responsible for visual classification, field screening, and sample collection for laboratory analysis to delineate areas of potential soil contamination as required. USACE personnel shall also transfer all residual soil cuttings to the contractor-provided 55-gallon storage drum placed on-site.
    - ii. **Groundwater Investigation:** The contractor shall install small-diameter monitoring wells with pre-packed screens (micro-wells) in the same six boreholes described previously in this sub-section. A 2.125-inch outside diameter (OD) probe rod is required to install the pre-packed well assemblies. Well bottom depths shall be determined by USACE personnel, but shall not exceed 45 feet bgs. Wells may be completed at depths greater than the total borehole completion depth, and may require backfill with bentonite chips or slurry below the bottom of the screen assembly.

Each small diameter monitoring well shall consist of: **a 0.75-inch inside diameter, schedule 40 PVC riser; from one to two 5-foot long 1.4-inch outside diameter (OD), and 0.75-inch inner diameter (ID) pre-pack 0.010-inch well screen assemblies; a plastic riser plug; and a PVC bottom plug.** Each well screen assembly shall be set at a depth determined by the USACE during fieldwork. The Washington State Department of Ecology has granted a variance for this project allowing direct-push micro-well installation using the 1.4-inch OD pre-packed well screens.

A grout barrier (20/40 sand or collapsed natural formation) will extend from and to a minimum of two feet above the pre-packed well screen. A bentonite well seal will be placed on the grout barrier to a thickness of two feet, followed by high solids bentonite slurry or neat cement grout filled to one-foot below top of riser.

A standard monitoring well protective steel stick-up casing will be installed around the riser and grouted in place. For each of the six monitoring wells, the contractor shall provide either a dolphin-type riser plug capable of accepting a padlock, or a stick-up casing cap fitted with a hasp capable of accepting a padlock. USACE personnel will be responsible for monitoring well development, transfer of purge water to contractor supplied 55-gallon storage drums, groundwater sample collection, and providing padlocks for all wells.

b. Levee Boreholes

Soil samples shall also be taken from **four** borings located on the levee embankment. Each boring shall extend no greater than a maximum depth of 45 feet bgs. Continuous samples will be taken for visual soil classification. Environmental samples shall also be collected from at the direction of USACE personnel. This sampling activity is being performed to determine geologic and hydrogeologic characteristics of the levee subsurface material, and if contamination has occurred on the levee. All sampled holes will be backfilled with bentonite chips or slurry, or a cement-bentonite grout mixture in accordance with WAC 173-162 requirements. Monitoring wells will not be installed in the levee boreholes.

3. Soil above the groundwater table and in the aquifer is anticipated to consist predominately of silts and sands. Soils in aquitards may consist of silt and clay. Groundwater may be encountered within a depth of 4 to 8 feet below ground surface. Most of the work will be performed on relatively level areas. Percussion drill bits may be required to hammer through old road pavements at two of the sampling locations. No access restriction to the drill equipment is anticipated.
4. All retrieved core samples will be provided to an onsite USACE representative for soil classification and environmental sample collection.
5. All investigation-derived wastes (soil and water) used for decontamination will be placed in contractor-furnished DOT approved 55-gallon steel drums. **The contractor shall provide three DOT approved 55-gallon steel bung-type drums for decontamination and purge water, and one DOT approved 55-gallon steel open-lid type drum for excess soil cuttings.** The drums will be temporarily stored onsite behind the fenced area as directed by USACE personnel.
6. The direct-push sampling core barrels and rods will be decontaminated before, between, and after sample collection by the contractor. Decontamination shall be accomplished by using a hot water pressure washer, steam cleaner, or by a three-stage phosphate-free soap solution/tap water/distilled water procedure.

7. Contractor's cost estimate shall be based on a **2-person crew**. Equipment operation, sampling costs, borehole backfill, and micro-well installation shall be based on a daily rate for a total of **5** days. Micro-well material costs shall be separated and shall be by job or lump sum. Mobilization and demobilization to and from the project work site shall be by job or lump sum.
8. Prior to the sampling, the Utilities Underground Location Center, telephone 1-800-424-555, will be contacted by USACE personnel. The various utilities will locate and mark the underground utilities at the project site according to USACE instructions.
9. This work consists of furnishing all plant, labor, materials, transportation, supplies and accessories required to accomplish the direct-push soil boring, sampling and groundwater micro-well installation as specified. All work shall be performed in accordance with ASTM D-5092 (well seal and grouting), ASTM D 6282-98 (direct-push soil sampling), ASTM D 6001-96 (direct-push water sampling) guidance, WAC 173-160 (exception of borehole seal diameter for which variance has been obtained), WAC 173-162 and other applicable Washington State regulations, and the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).
10. Direct-Push fieldwork is scheduled to commence on **4 August 2003**.
11. Following award, the point of contact for this project is Joseph Marsh or Glen Terui, U.S. Army Corps of Engineers, Seattle District, 4735 East Marginal Way South, 98134, (206) 764-6170. Mr. Marsh or Mr. Terui will coordinate time and meeting place with drilling contractor.

#### **CURRENT SITE CONDITIONS**

The Lower Puyallup project site, approximately 7-acres, is situated on the right bank of the Puyallup River near the mouth of Commencement Bay, Tacoma, Washington. The U.S. Army Corps of Engineers (USACE) has ownership to the property the project is situated on. The USACE acquired the property in 1950 to construct a levee system for flood control and currently maintains the levee.

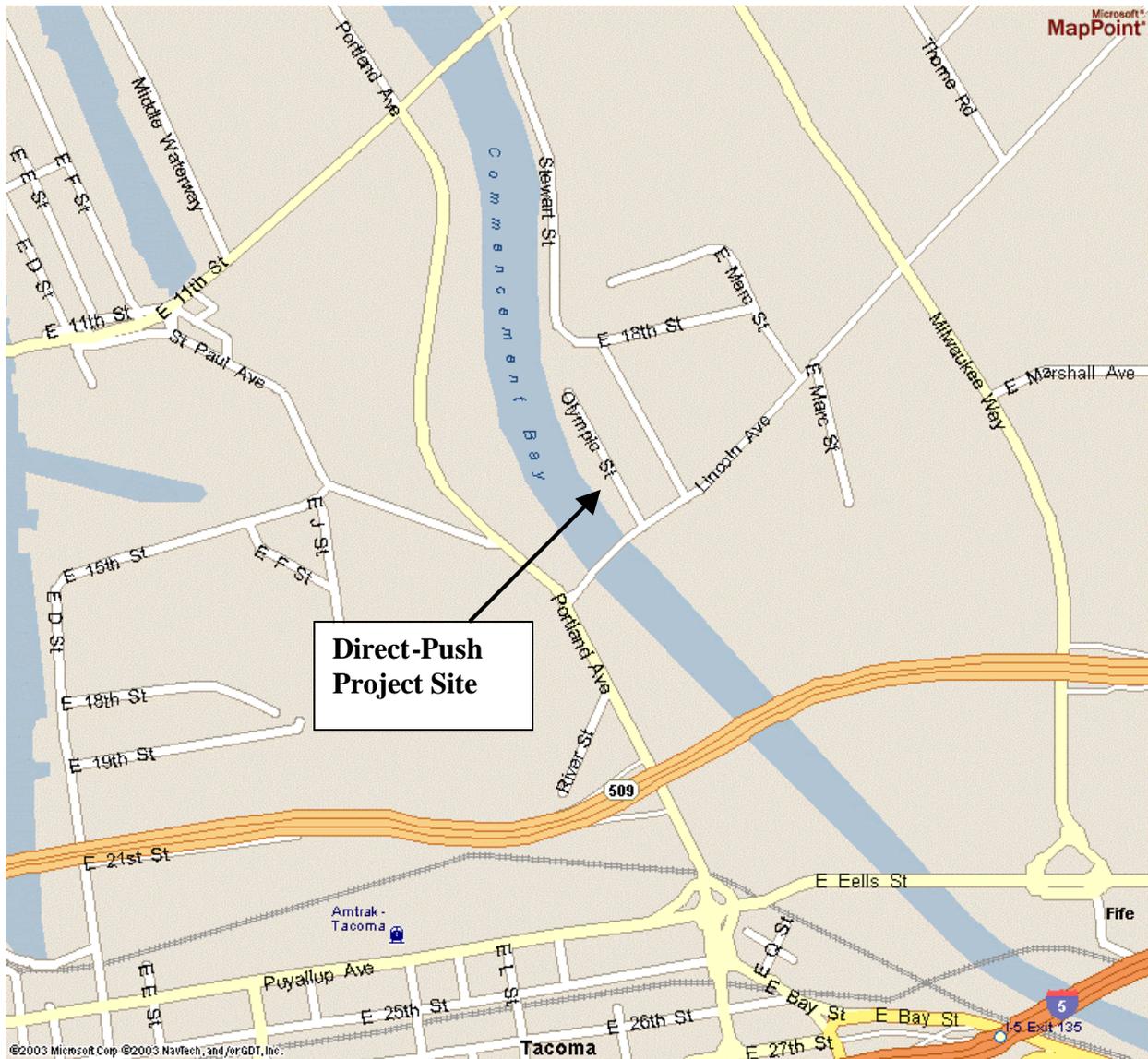
The project site is located north of the Lincoln Avenue Bridge and extends about 2000 feet downstream from the bridge (see attached site map). The site is open to the public, and can be accessed from Lincoln Avenue at the south end of the project. The top of the levee is approximately 22 feet above mean lower low water (mllw). River bottom elevations near the project site average about -8 feet below mllw. Estimated elevation along the east side of the levee is 13 to 15 feet above mllw. The east side of the levee is predominately marsh. Water levels and inundation in the low marsh areas vary with the amount of rainfall. Rainfall is approximately 39 inches per year.

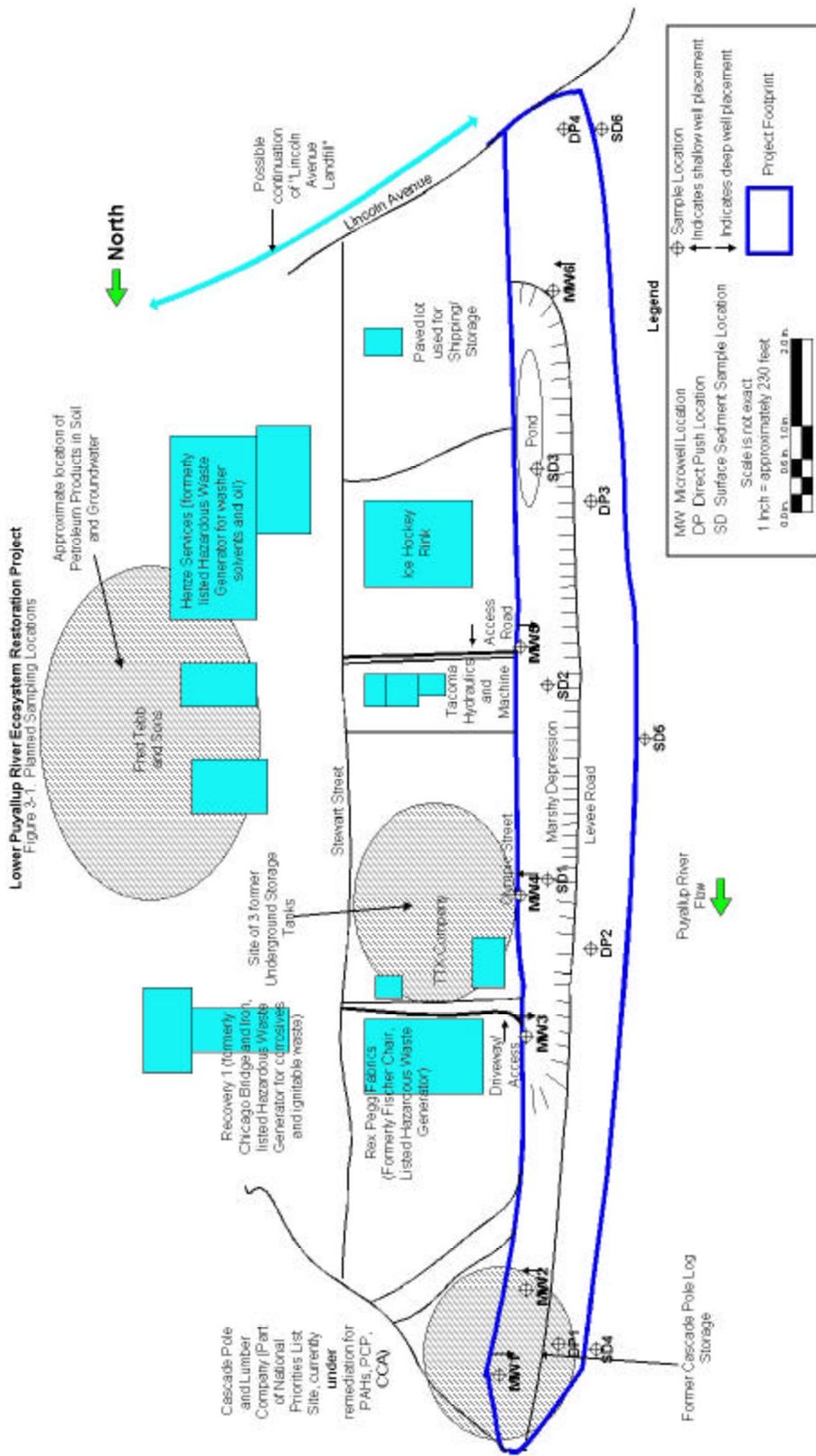
Information of the site geology was based on drill borings performed by Cascade Pole and Lumber Company on their property, which is located near the project site. The borings define the subsurface conditions as follows: an upper permeable unit (6 to 16 feet above mllw) consisting of fine to medium silty sand with some sandy silt intervals and occasional thin silty clay beds; under laid by a lower permeability unit (1 to 6 feet above mllw) consisting of silt and clay; followed by a second permeable unit (1 foot above to 12 feet below mllw) consisting of very fine to medium sand with trace of silt; and which is under laid by a second lower permeability unit (12 to 24 feet below mllw) consisting of silt and clay. It should be noted that true conditions might differ because geologic conditions tend to be heterogeneous in the area.

The attached map shows direct-push locations MW-1 through MW-6 (the six boreholes at which micro-wells are to be placed) as well as the four levee boreholes (DP-1 through DP-4).

**OBJECTIVE AND PURPOSE OF INVESTIGATION**

The objective of this project is to restore intertidal estuarine habitat for salmon, trout, and waterfowl in the lower portion of the Puyallup River, near Commencement Bay. The purpose of this investigation is to determine if contaminants, if any, have adversely impacted the soil and groundwater quality and if contaminated groundwater is migrating onsite. The investigation also will help determine if excavated soils during site restoration could be used for restoration material, disposed of in a landfill, or if waste characterization will need to be performed.





WAGERATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2567 REV (23) AREA: WA,TACOMA

WAGE DETERMINATION NO: 94-2567 REV (23) AREA: WA,TACOMA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross	Division of		Wage Determination No.: 1994-2567
Director	Wage Determinations		Revision No.: 23
			Date Of Last Revision: 05/30/2003

State: Washington Area: Washington Counties of Lewis, Pierce, Thurston

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
10.83	
01012 - Accounting Clerk II	
12.16	
01013 - Accounting Clerk III	
14.11	
01014 - Accounting Clerk IV	
16.36	
01030 - Court Reporter	
14.40	
01050 - Dispatcher, Motor Vehicle	
14.40	
01060 - Document Preparation Clerk	
11.56	
01070 - Messenger (Courier)	
10.13	
01090 - Duplicating Machine Operator	
12.37	
01110 - Film/Tape Librarian	
13.94	
01115 - General Clerk I	
8.68	
01116 - General Clerk II	
9.71	
01117 - General Clerk III	
12.57	
01118 - General Clerk IV	
13.84	

01120 - Housing Referral Assistant  
17.51  
01131 - Key Entry Operator I  
10.39  
01132 - Key Entry Operator II  
12.04  
01191 - Order Clerk I  
11.69  
01192 - Order Clerk II  
12.76  
01261 - Personnel Assistant (Employment) I  
11.75  
01262 - Personnel Assistant (Employment) II  
13.20  
01263 - Personnel Assistant (Employment) III  
14.40  
01264 - Personnel Assistant (Employment) IV  
16.86  
01270 - Production Control Clerk  
15.77  
01290 - Rental Clerk  
12.63  
01300 - Scheduler, Maintenance  
14.07  
01311 - Secretary I  
13.66  
01312 - Secretary II  
13.84  
01313 - Secretary III  
16.01  
01314 - Secretary IV  
19.75  
01315 - Secretary V  
22.67  
01320 - Service Order Dispatcher  
14.79  
01341 - Stenographer I  
13.43  
01342 - Stenographer II  
15.26  
01400 - Supply Technician  
16.81  
01420 - Survey Worker (Interviewer)  
13.39  
01460 - Switchboard Operator-Receptionist  
10.94  
01510 - Test Examiner  
14.40  
01520 - Test Proctor  
14.40  
01531 - Travel Clerk I  
10.36

01532 - Travel Clerk II  
11.28  
01533 - Travel Clerk III  
12.14  
01611 - Word Processor I  
12.37  
01612 - Word Processor II  
13.19  
01613 - Word Processor III  
14.76  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
14.33  
03041 - Computer Operator I  
13.93  
03042 - Computer Operator II  
15.58  
03043 - Computer Operator III  
17.60  
03044 - Computer Operator IV  
19.84  
03045 - Computer Operator V  
22.04  
03071 - Computer Programmer I (1)  
15.08  
03072 - Computer Programmer II (1)  
18.33  
03073 - Computer Programmer III (1)  
25.81  
03074 - Computer Programmer IV (1)  
27.50  
03101 - Computer Systems Analyst I (1)  
23.32  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
14.67  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
19.80  
05010 - Automotive Glass Installer  
18.60  
05040 - Automotive Worker  
18.60  
05070 - Electrician, Automotive  
19.80  
05100 - Mobile Equipment Servicer  
16.86  
05130 - Motor Equipment Metal Mechanic  
19.80

05160 - Motor Equipment Metal Worker  
18.60  
05190 - Motor Vehicle Mechanic  
19.80  
05220 - Motor Vehicle Mechanic Helper  
16.86  
05250 - Motor Vehicle Upholstery Worker  
18.60  
05280 - Motor Vehicle Wrecker  
18.60  
05310 - Painter, Automotive  
19.20  
05340 - Radiator Repair Specialist  
18.60  
05370 - Tire Repairer  
14.81  
05400 - Transmission Repair Specialist  
19.80  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
9.22  
07010 - Baker  
11.28  
07041 - Cook I  
10.30  
07042 - Cook II  
11.35  
07070 - Dishwasher  
9.55  
07130 - Meat Cutter  
15.96  
07250 - Waiter/Waitress  
9.27  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
17.45  
09040 - Furniture Handler  
15.33  
09070 - Furniture Refinisher  
17.45  
09100 - Furniture Refinisher Helper  
15.33  
09110 - Furniture Repairer, Minor  
16.37  
09130 - Upholsterer  
16.91  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
9.71  
11060 - Elevator Operator  
10.38  
11090 - Gardener  
12.10

11121 - House Keeping Aid I  
8.97  
11122 - House Keeping Aid II  
10.35  
11150 - Janitor  
10.38  
11210 - Laborer, Grounds Maintenance  
11.95  
11240 - Maid or Houseman  
8.97  
11270 - Pest Controller  
15.17  
11300 - Refuse Collector  
11.67  
11330 - Tractor Operator  
13.10  
11360 - Window Cleaner  
10.90  
12000 - Health Occupations  
12020 - Dental Assistant  
13.96  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
15.09  
12071 - Licensed Practical Nurse I  
12.96  
12072 - Licensed Practical Nurse II  
14.53  
12073 - Licensed Practical Nurse III  
16.27  
12100 - Medical Assistant  
12.24  
12130 - Medical Laboratory Technician  
14.34  
12160 - Medical Record Clerk  
13.74  
12190 - Medical Record Technician  
14.57  
12221 - Nursing Assistant I  
9.12  
12222 - Nursing Assistant II  
9.74  
12223 - Nursing Assistant III  
10.62  
12224 - Nursing Assistant IV  
12.55  
12250 - Pharmacy Technician  
13.54  
12280 - Phlebotomist  
14.53  
12311 - Registered Nurse I  
17.32  
12312 - Registered Nurse II  
21.18

12313 - Registered Nurse II, Specialist  
21.18  
12314 - Registered Nurse III  
25.73  
12315 - Registered Nurse III, Anesthetist  
25.73  
12316 - Registered Nurse IV  
30.83  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
19.80  
13011 - Exhibits Specialist I  
16.95  
13012 - Exhibits Specialist II  
20.94  
13013 - Exhibits Specialist III  
25.64  
13041 - Illustrator I  
16.95  
13042 - Illustrator II  
20.94  
13043 - Illustrator III  
25.64  
13047 - Librarian  
21.44  
13050 - Library Technician  
13.24  
13071 - Photographer I  
16.11  
13072 - Photographer II  
18.01  
13073 - Photographer III  
22.25  
13074 - Photographer IV  
27.23  
13075 - Photographer V  
33.06  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
7.73  
15030 - Counter Attendant  
7.73  
15040 - Dry Cleaner  
9.79  
15070 - Finisher, Flatwork, Machine  
7.73  
15090 - Presser, Hand  
7.73  
15100 - Presser, Machine, Drycleaning  
7.73  
15130 - Presser, Machine, Shirts  
7.73

15160 - Presser, Machine, Wearing Apparel, Laundry  
7.73  
15190 - Sewing Machine Operator  
10.46  
15220 - Tailor  
11.12  
15250 - Washer, Machine  
8.39  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
19.28  
19040 - Tool and Die Maker  
22.30  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
20.08  
21020 - Material Coordinator  
14.05  
21030 - Material Expediter  
14.05  
21040 - Material Handling Laborer  
13.49  
21050 - Order Filler  
12.87  
21071 - Forklift Operator  
17.65  
21080 - Production Line Worker (Food Processing)  
14.84  
21100 - Shipping/Receiving Clerk  
13.79  
21130 - Shipping Packer  
13.79  
21140 - Store Worker I  
12.23  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
15.07  
21210 - Tools and Parts Attendant  
16.86  
21400 - Warehouse Specialist  
14.84  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
19.80  
23040 - Aircraft Mechanic Helper  
15.73  
23050 - Aircraft Quality Control Inspector  
20.43  
23060 - Aircraft Servicer  
17.77  
23070 - Aircraft Worker  
18.60  
23100 - Appliance Mechanic  
16.91

23120 - Bicycle Repairer  
14.81  
23125 - Cable Splicer  
22.77  
23130 - Carpenter, Maintenance  
20.71  
23140 - Carpet Layer  
18.60  
23160 - Electrician, Maintenance  
23.34  
23181 - Electronics Technician, Maintenance I  
18.85  
23182 - Electronics Technician, Maintenance II  
21.44  
23183 - Electronics Technician, Maintenance III  
23.00  
23260 - Fabric Worker  
15.33  
23290 - Fire Alarm System Mechanic  
19.80  
23310 - Fire Extinguisher Repairer  
16.75  
23340 - Fuel Distribution System Mechanic  
19.80  
23370 - General Maintenance Worker  
15.96  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
18.00  
23430 - Heavy Equipment Mechanic  
21.41  
23440 - Heavy Equipment Operator  
22.53  
23460 - Instrument Mechanic  
22.28  
23470 - Laborer  
11.17  
23500 - Locksmith  
18.60  
23530 - Machinery Maintenance Mechanic  
21.60  
23550 - Machinist, Maintenance  
19.10  
23580 - Maintenance Trades Helper  
12.47  
23640 - Millwright  
20.20  
23700 - Office Appliance Repairer  
17.99  
23740 - Painter, Aircraft  
17.45  
23760 - Painter, Maintenance  
17.45

23790 - Pipefitter, Maintenance  
21.96  
23800 - Plumber, Maintenance  
19.85  
23820 - Pneudraulic Systems Mechanic  
19.80  
23850 - Rigger  
18.47  
23870 - Scale Mechanic  
17.99  
23890 - Sheet-Metal Worker, Maintenance  
19.68  
23910 - Small Engine Mechanic  
16.35  
23930 - Telecommunication Mechanic I  
18.00  
23931 - Telecommunication Mechanic II  
20.41  
23950 - Telephone Lineman  
19.80  
23960 - Welder, Combination, Maintenance  
18.00  
23965 - Well Driller  
18.00  
23970 - Woodcraft Worker  
19.20  
23980 - Woodworker  
16.91  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
10.33  
24580 - Child Care Center Clerk  
13.41  
24600 - Chore Aid  
9.16  
24630 - Homemaker  
14.91  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
19.87  
25040 - Sewage Plant Operator  
21.67  
25070 - Stationary Engineer  
19.87  
25190 - Ventilation Equipment Tender  
15.73  
25210 - Water Treatment Plant Operator  
22.21  
27000 - Protective Service Occupations  
(not set) - Police Officer  
23.48  
27004 - Alarm Monitor  
14.33

27006 - Corrections Officer  
19.80  
27010 - Court Security Officer  
23.51  
27040 - Detention Officer  
23.51  
27070 - Firefighter  
23.53  
27101 - Guard I  
7.73  
27102 - Guard II  
11.31  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
18.78  
28020 - Hatch Tender  
18.78  
28030 - Line Handler  
18.78  
28040 - Stevedore I  
16.68  
28050 - Stevedore II  
17.83  
29000 - Technical Occupations  
21150 - Graphic Artist  
21.29  
29010 - Air Traffic Control Specialist, Center (2)  
29.03  
29011 - Air Traffic Control Specialist, Station (2)  
20.02  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.05  
29023 - Archeological Technician I  
18.15  
29024 - Archeological Technician II  
20.29  
29025 - Archeological Technician III  
25.13  
29030 - Cartographic Technician  
24.74  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
23.32  
29040 - Civil Engineering Technician  
21.28  
29061 - Drafter I  
15.03  
29062 - Drafter II  
16.87  
29063 - Drafter III  
19.04  
29064 - Drafter IV  
23.59

29081 - Engineering Technician I  
15.93  
29082 - Engineering Technician II  
17.87  
29083 - Engineering Technician III  
20.17  
29084 - Engineering Technician IV  
24.99  
29085 - Engineering Technician V  
30.56  
29086 - Engineering Technician VI  
36.96  
29090 - Environmental Technician  
20.56  
29100 - Flight Simulator/Instructor (Pilot)  
25.27  
29160 - Instructor  
22.01  
29210 - Laboratory Technician  
15.33  
29240 - Mathematical Technician  
18.10  
29361 - Paralegal/Legal Assistant I  
15.56  
29362 - Paralegal/Legal Assistant II  
17.49  
29363 - Paralegal/Legal Assistant III  
19.40  
29364 - Paralegal/Legal Assistant IV  
20.95  
29390 - Photooptics Technician  
17.78  
29480 - Technical Writer  
19.75  
29491 - Unexploded Ordnance (UXO) Technician I  
18.45  
29492 - Unexploded Ordnance (UXO) Technician II  
22.32  
29493 - Unexploded Ordnance (UXO) Technician III  
26.76  
29494 - Unexploded (UXO) Safety Escort  
18.45  
29495 - Unexploded (UXO) Sweep Personnel  
18.45  
29620 - Weather Observer, Senior (3)  
19.84  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
17.84  
29622 - Weather Observer, Upper Air (3)  
17.84  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
16.83

31260 - Parking and Lot Attendant  
8.95  
31290 - Shuttle Bus Driver  
12.07  
31300 - Taxi Driver  
10.57  
31361 - Truckdriver, Light Truck  
10.97  
31362 - Truckdriver, Medium Truck  
16.30  
31363 - Truckdriver, Heavy Truck  
16.57  
31364 - Truckdriver, Tractor-Trailer  
16.92  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
10.66  
99030 - Cashier  
10.13  
99041 - Carnival Equipment Operator  
11.56  
99042 - Carnival Equipment Repairer  
11.98  
99043 - Carnival Worker  
8.83  
99050 - Desk Clerk  
10.80  
99095 - Embalmer  
22.36  
99300 - Lifeguard  
9.70  
99310 - Mortician  
22.36  
99350 - Park Attendant (Aide)  
12.18  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
11.06  
99500 - Recreation Specialist  
13.81  
99510 - Recycling Worker  
14.53  
99610 - Sales Clerk  
12.22  
99620 - School Crossing Guard (Crosswalk Attendant)  
12.85  
99630 - Sport Official  
10.39  
99658 - Survey Party Chief (Chief of Party)  
25.90  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
20.72  
99660 - Surveying Aide  
15.12

99690 - Swimming Pool Operator  
 10.43  
 99720 - Vending Machine Attendant  
 10.91  
 99730 - Vending Machine Repairer  
 13.93  
 99740 - Vending Machine Repairer Helper  
 11.91

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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) 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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

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## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.213-2	Invoices	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)  
(JUN 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O.'s 12722, 12724, 13059, 13067, 13121, 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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 of 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)