

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4036-9181		PAGE 1 OF 25		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0050		6. SOLICITATION ISSUE DATE 13-Feb-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA			b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 19 Feb 2004	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7389 SIZE STANDARD: \$6.0 Million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO LAKE WASHINGTON SHIP CANAL 3015 NORTHWEST 54TH ST. SEATTLE WA 98107-4299 TEL: FAX:		CODE G3R0W00	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
TEL:		EMAIL:						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

## Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS. **52.212-3 OFFERORS REPS & CERTS.**

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR:                   6-MAN DIVE TEAM ON SOUTH MOORING BUOY  
LAKE WASHINGTON SHIP CANAL  
SEATTLE, WASHINGTON

Request for Quote No.       W912DW-04-Q-0050

CLOSING DATE AND TIME: 19 FEBRUARY 2004, 10:00 A.M. LOCAL TIME

RESUME OF DIVERS MUST BE INCLUDED IN ALL QUOTE PACKAGES.

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

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is [Susan.M.Valenzuela@usace.army.mil](mailto:Susan.M.Valenzuela@usace.army.mil)
4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).
5. **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).

6. 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.

- 7. Award shall be made to the responsive and responsible offer with the lowest offer.
- 8. The contractor is required to provide the following information with your quote:

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

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

CCR Cage Code Number \_\_\_\_\_

Remit to Address:

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

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

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

Phone & Fax Numbers: \_\_\_\_\_

Sales Rep's E-Mail Address: \_\_\_\_\_

[Web Invoicing System \(WInS\)](#)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website:  
<https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service , which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time..

For any questions please contact the Contract Specialist assigned to your project or check our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROVIDE A SIX MAN DIVE TEAM FFP PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND SUPPLIES NECESSARY TO PERFORM THE INSPECTION OF THE ANCHORING SYSTEM IN ACCORDANCE WITH THE STATEMENT OF WORK INCORPORATED HEREIN. SERVICE WAGE DETERMINATION NO. 1977-1136, REV 25, DATED 03/15/2002 APPLIES TO THIS PROJECT. PURCHASE REQUEST NUMBER: W68MD9-4036-9181	1	Each		

NET AMT

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FOB: Destination

SOW

STATEMENT OF WORK  
 FOR DIVE TEAM ON SOUTH MOORING BUOY  
 LAKE WASHINGTON SHIP CANAL  
 SEATTLE, WASHINGTON

1. Provide all labor, equipment, materials and supplies necessary to perform the work described herein.
  - A. Provide a six man dive team to locate, and inspect the condition of the south mooring buoy clump weight (concrete sinker), and anchoring system. This dive effort will commence at 0700 hours 23 February 2004
  - B. Provide a detailed description of the location, and condition of the clump weight (concrete sinker), anchors, chains, shackles, and all other related items.
  - C. Provide a complete video showing the condition, and size of all attachment points, chains, anchors, clump weight (concrete sinker)
  - D. Attach a marker buoy to main clump weight for future dives
  
2. The contractor shall comply with all applicable provisions of EM385-1-1, section 30 dated 3 November 2003, Safety and Health Requirements Manual ER-1-86 dated 1 March 1992,
  
3. **Hyperbaric Chamber:** The contractor shall supply (with a qualified operator) a dual lock, multi-place recompression chamber, available, and ready for use on site at the dive location.
  
4. **Hazards:** The following may be encountered
  - A. **Vessel Traffic:** Only designated work boats will be allowed near the dive site. Other approaching vessels will be warned to keep clear of area. Divers will be surfaced until approaching vessel has cleared the area in the event that the warning is ignored. Work boat(s) will be anchored with all propulsion, and water intake pumps shut down.
  - B. **Water Currents:** Diver(s) will not enter the water if the current exceeds three (3) knots. The diver will determine if there is a heavy current flow. The tender will allow no slack in the lines to prevent entanglement.
  - C. **Interruption of air supply:** Standby air will be available for immediate transfer to the divers air supply. The diver will then return to the surface, and the dive will be discontinued until the problem is resolved.
  - D. **Entrapment or Entanglement:** The diver(s) will be given a reasonable amount of time to free himself. The standby diver will provide assistance as necessary.

- E. **Falling Objects:** Items will be secured to the dive platform to prevent accidental entry into the water. All tools, and equipment will be passed to the diver under the direction of the dive master.
  - F. **Lockout:** All controls that could modify water flow will be locked out, and tagged. The dive inspector will not allow divers to enter the water until it is confirmed that this has been done.
  - G. **Decompression:** Decompression will be in accordance with the U.S. Navy Diving Manual NAV 0994-LP-001-9010.
  - H. **Communication Failure:** If communications fail in either direction, the diver(s) will return to the surface, and the dive will be discontinued until the problem is resolved
  - I. **Crane Operations:** Only the divers tender will signal the crane operator.
  - J. **Weather:** If the weather becomes unsuitable to continue, the dive will be suspended.
  - K. **Overexertion:** If the diver overexerts he/she will be surfaced.
  - L. **Injury:** Injured diver(s) will be surfaced either by himself/herself or with the aid of the stand by diver. The injured party will be treated at the scene, and then transported to the nearest treatment facility.
  - M. **Hypothermia:** The diver(s) will be surfaced.
  - N. **Diving Depth:** The diving depth will not exceed one hundred (100) feet. These depths will be encountered while in salt water. Bottom times will be closely monitored.
5. **Staging Area:** The staging area will be near the boathouse, or as directed by the Project Engineer.
6. **The Pre-Dive Conference:** The pre-dive conference shall be held on board the debris boat Puget with the contractor's dive master, diver(s) the corps diving inspector, and the Puget's captain in attendance. The contractor shall provide the following written information for review. This information shall encompass the dive scheduled for February 23, 2004
- A. Detailed plan of operation
  - B. Hazard analysis plan
  - C. Current medical evaluations and resumes for all dive team members which are to be faxed to the attention of Patrick D. MacDonald (206) 782-3192 one week prior to the pre-dive conference for review.
  - D. Completed checklist.
7. **Government Furnished Property:**
- A. Debris boat Puget
  - B. Cranes, slings, or other like equipment as required.
8. **Diving Logs:** Diving logs shall be submitted at the end of dive.

#### CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.233-3	Protest After Award	AUG 1996
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

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 size standards in this solicitation.

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 or, in the case of any publicly owned business, at least 51 percent of its 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.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (  ) is, (  ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (  ) has, (  ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 place of ownership, 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 (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

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-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**

\_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

\_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_ (17) 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).

**X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**

\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 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)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).**

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) 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, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).**

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision 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>

(End of provision)

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>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (\_\_\_ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (\_\_\_\_ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_ Alternate I) (MAR 2000) (\_\_\_\_ Alternate II) (MAR 2000).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SERVICE WAGE RATES

Wage Determination: 1977-1136, 25REGISTER OF WAGE DETERMINATIONS  
UNDER THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

William W.Gross DirectorDivision of Wage Determinations

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

Wage Determination No.:1977-1136  
Revision No.:25  
Date of Last Revision:03/15/2002

NATIONWIDE: This wage determination applies to the continental U.S. , Alaska, and Hawaii.

NEW ENGLAND AREA; From the border of New Brunswick, Canada down to longitude that is parrallel to the border between Massachusetts and Rhode Island so as to include Nantucket Island and Martha's Vineyard.

NEW YORK AREA: From the above down to the line between Monmouth and Ocean Counties, New Jersey.

SOUTHEAST AREA: From the above to the Southern tip of Florida.

GULF OF MEXICO AREA: All land areas adjacent to the Gulf of Mexico, except Gulf of Mexico area in Texas and Louisiana.

SOUTHERN CALIFORNIA AND HAWAII AREA: From the border of Mexico to a line starting from the border between San Luis Obispo and Monterey Counties, California parallel to the latudinal lines, including Hawaii.

NORTHERN CALIFORNIA AREA: From the above longitudinal parallel line extending out from the border of Oregon and California.

OREGON AREA: From the above longitudinal parallel line extending out from the border of Washington and Oregon.

WASHINGTON AREA: From the above to a longitudinal parallel line extending out from the border of Canada and Washington.

ALASKS AREA: Alaska Coastline.

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

Employed on contract for diving services.

Divers and Tenders shall be paid a minimum of 8 hours for any part of a shift (consisting of 8 hours).

Diver can negotiate pay under the following conditions:

For dives deeper than depths specified

For special penetration situations

OCCUPATION TITLE MINIMUM WAGE RATE

Diver

\* Oregon Area - Stand By Diver 30 .73

\* Oregon Area - Diver 61 .45

Alaska Area - Stand By Diver 29 .40

Alaska Area - Diver 58 .80

Gulf of Mexico Area - Diver/Helper 18 .51

Gulf of Mexico Area -Journeyman Diver 24 .84

New England Area - 60 feet or less 35 .81

New York Area 41 .17

Northern California Area - Stand By Diver 252 .16

Southeast Area 27 .22

Southern California Area - Diver-Diving (wet pay) (\$486.08 per day) 60

Southern California Area - Stand-by-Diver (\$243.04 per day) 30 .38  
 Washington Area - Diver 67 .96  
 Washington Area - Stand-by Diver 33 .98  
 Northern California Area; plus \$90.00 per day/shift wet pay 342 .16Daily  
 Diver Tender  
 \* Southern California - Assistant Tender 27 .88  
 \* Southern California Area - Day Rate - 235.04 - Tender 29 .38  
 Alaska Area - Assistant Tender 25 .24  
 Alaska Area - Tender 28 .40  
 New England Area 25 .58  
 New York Area 30 .39  
 Oregon Area 27 .03  
 Southeast Area 24 .22  
 Washington Area 30 .29  
 Northern California Area - Assistant Tender 233 .20Daily  
 Northern California Area - Tender 252 .16Daily

Divers and Tenders shall be paid a minimum of 8 hours for any part of a shift (consisting of 8 hours).

Diver can negotiate pay under the following conditions:

For dives deeper than depths specified

For special penetration situations

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

NEW ENGLAND AREA Fringe Benefits:

Divers and tenders shall be paid a minimum of 8 hours for any part of a shift (consisting of 8 hours)

DEPTH PAY: Over 60 ft. - 100 ft. - \$.55/ft./per dive.  
 Over 101 ft. - 150 ft. - \$1.05/ft./per dive  
 Over 151 ft. - 200 ft. - \$1.60/ft./per dive  
 Over 200 ft. - Diver/negotiated

PENETRATION PAY: 1 ft. - 150 ft. - \$.55/ft per dive  
 151 ft. and over - \$.80/ft per dive  
 Special situation - subject to negotiation per dfive

HEALTH AND WELFARE: \$2.72 per hour

PENSION: \$4.25 per hour

ANNUITY: \$6.27 per hour

APPRENTICESHIP: \$.40

NEW YORK AREA Fringe Benefits:

AIR DIVES: 060-74 FT. \$.25/ft./day from and over 60 ft.  
 75-125 FT. \$.78/ft./day from and over 75 ft.

MIXED GAS DIVES: 75-125 FT. \$.78/ft./day from and over 75 ft.

AIR & MIXED GAS DIVES: Over 125 ft. - diver negotiated

HEALTH AND WELFARE: \$8.80 per hour

VACATION: \$4.40 per hour

PENSION: \$5.41 per hour

ANNUITY: \$4.70 per hour

APPRENTICESHIP: \$.29 per hour

SUPPLEMENTAL: \$.04 per hour

SOUTHEAST AREA Fringe Benefits:

Hull cleaning and underwater shiphusbandry service may be compensated at an hourly rate of \$26.50 - 212.00/8 hours.

A diver, when using his/her own equipment, shall receive \$50.00/day.

DEPTH PAY:050 - 100 ft. - \$.2.00/ft. extra per day.

Over - 100 ft. - Diver negotiated

HEALTH AND WELFARE: \$2.40 per hour.

PENSION: \$2.90 per hour.

APPRENTICESHIP: \$.30 per hour.

ANNUITY - 1.05

GULF OF MEXICO AREA (except areas in Texas and Louisiana) Fringe benefits:

HAZARD PAY: \$35.00 per eight hours shift for divers where work involves entry into any area where vertical ascent is not possible (tunnels, wrecks, etc.), live boating (diving from a moving vessel) or blasting.

DEPTH PAY:050 - 100 ft. - \$1.00/ft.

100 - 150 ft. - \$2.00/ft.

151 - 200 ft. - \$3.00/ft.

201 - 250 ft. - \$4.00/ft.

251 - 350 ft. - \$6.00/ft.

351 - 400 ft. - \$7.00/ft.

401 - 500 ft. - \$8.00/ft.

500 ft. and over - Diver negotiated but not less than \$8.00/ft.

HEALTH AND WELFARE: \$2.26 per hour.

APPRENTICE TRAINING: \$0.16 per hour.

PENSION: \$1.32 per hour.

SOUTHERN CALIFORNIA AND HAWAII AREA Fringe Benefits:

The listed wage rates are for depths up to and including 50 feet.

DEPTH PAY:050 - 100 ft. - \$1.50/ft./day

101 - 150 ft. - \$2.00/ft./day

151 - 200 ft. - \$2.50/ft./day

221 - Deeper \$3.00

## TUNNEL OR PIPE PAY ( based on distance traveled from the entrance):

150 - 200 ft. - an additional \$10.00/day  
201 - 250 ft. - an additional \$10.00/day  
251-300 ft. - an additional \$10.00/day  
Each succeeding 50 ft., or part thereof, an additional \$20.00. These premiums are per day, midnight to midnight.

## Where diver is unable to stand erect in tunnel or pipe:

005 - 50 ft. - \$3.00/day  
051 - 100 ft. - an additional \$3.00/day  
101 - 150 ft. - an additional \$3.00/day  
151 - 200 ft. - an additional \$6.00  
In excess of 200 ft. an additional \$1.00 per ft.

HEALTH AND WELFARE: \$2.30 per hour.

VACATION: \$2.02 per hour.

PENSION: \$1.01 per hour.

APPRENTICE TRAINING: \$.30 per hour.

## NORTHERN CALIFORNIA AREA Fringe benefits:

DEPTH PAY:050 - 100 ft. - \$1.32/ft.  
100 - 150 ft. - \$66.00 plus \$1.85/ft.  
150 - 200 ft. - \$158.00 plus 2.65/ft.  
Over 200 ft. - Diver negotiated

## TUNNEL OR PIPE PAY: (based on distance traveled from the entrance):

005 - 50 ft. - \$2.68/day  
050 - 100 ft. - \$5.37/day  
100 - 150 ft. -\$10.73/day  
Each succeeding 50 ft. - an additional \$5.30/day

## Where diver is unable to stand erect in tunnel or pipe:

005 - 50 ft. - \$2.98/day  
050 - 100 ft. - \$5.96/day  
100 - 150 ft. - \$13.29/day  
150 - 200 ft. - \$40.55/day  
200 - 300 ft. - an additional \$.60/ft.  
300 - 450 ft. - an additional \$1.19/ft.  
450 - 600 ft. - an additional \$2.08/ft.

## TENDER DEPTH PAY:

Over 50 ft. - \$.15/ft.  
100 - 150 ft. - \$7.50 plus \$.18/ft.  
150 - 200 ft. - \$16.50 plus \$.20/ft.  
Over 200 ft. - Tender negotiated

MIXED GAS MANIFOLD TECHNICIAN/DECOMPRESSION CHAMBER OPERATOR - \$2.00 PER HOUR  
ABOVE TENDER RATE

HEALTH AND WELFARE: \$3.905 per hour.

VACATION: \$3.11 per hour.

PENSION: \$2.60 per hour.

APPRENTICE TRAINING: \$.33 per hour

ANNUITY: \$4.00 per hour.

When the diver uses and furnishes his/her own gear, he/she shall receive \$30.00/day, plus \$20.00/day for use of his/her own compressor; plus \$15.00/day for use of his/her own torch.

OREGON AREA Fringe benefits:

DEPTH PAY:050 - 100 ft. - \$1.00/ft.  
101 - 150 ft. - \$1.50/ft.  
151 - 200 ft. - \$2.00/ft.  
Over 200 ft. - Diver negotiated

TUNNEL PAY (tunnel, pipe, or other enclosure in which there is no vertical escape based on distance traveled from the entrance):

005 - 50 ft. - \$4.00/day  
050 - 100 ft. - \$5.00/day  
100 - 150 ft. - \$8.00/day  
150 - 200 ft. - \$20.00/day  
200 - 300 ft. - \$.40/ft.  
300 - 450 ft. - \$.80/ft.  
450 - 600 ft. - \$1.60/ft.  
Over 600 ft. - Diver negotiated

HEALTH AND WELFARE: \$3.78 per hour.

PENSION: \$4.01 per hour.

APPRENTICE TRAINING: \$.50 per hour.

DRUG TEST: \$.10 per hour.

WASHINGTON AREA Fringe benefits:

DEPTH PAY: 050 - 100 ft. - \$1.00/ft.  
100 - 175 ft. - \$2.25/ft.  
175 - 250 ft. - \$5.50/ft.  
Over 250 ft. - Diver negotiated

TUNNEL OR PIPE PAY (based on distance traveled from the entrance)

001 - 050 ft. - \$2.00/day  
050 - 100 ft. - \$4.00/day  
100 - 150 ft. - \$8.00/day  
150 - 200 ft. - \$32.00/day  
200 - 300 ft. - An additional \$.40/ft.  
300 - 450 ft. - An additional \$.80/ft.  
450 - 600 ft. - An additional \$1.60/ft.

HEALTH AND WELFARE: \$3.39 per hour.

PENSION: \$3.87 an hour.

APPRENTICE TRAINING: \$.35 per hour.

## ALASKA AREA Fringe benefits:

DEPTH PAY: 050 - 100 ft. - \$1.00/ft.  
101 - 200 ft. - \$2.00/ft.  
Over 200 Divers negotiated

HELIUM - OXYGEN SURFACE DIVING DEPTH PAY:  
200 - 250 ft. - \$3.00/ft.  
251 - 300 ft/ - \$4.00/ft.

TUNNEL OR PIPE PAY (based on distance traveled from the entrance):  
005 - 050 ft. - \$1.00/day  
050 - 100 ft. - \$2.00/day  
100 - 150 ft. - \$3.00/day  
Over 150 ft. - Diver negotiated

HEALTH AND WELFARE: \$3.50 per hour.

PENSION: \$7.40 per hour.

APPRENTICE TRAINING: \$.70 per hour.

**\*\* 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(s) and computes a proposed rate(s).
  - 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
  - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
  - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
  - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.