

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3126-9713		PAGE 1 OF 23		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0071		6. SOLICITATION ISSUE DATE 02-Jun-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 15 Jun 2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	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: 8713 SIZE STANDARD:4.0M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-3405 EXT 236 FAX:		CODE E1R0900	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
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input 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 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>0</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 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		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
			PARTIAL	FINAL				
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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONDUCT SUMMER MIST-NET INDIANA BAT FFP	1	Lump Sum		
	The Contractor shall furnish all labor, materials, plant, equipment, and supplies necessary to complete the requirements detailed in this scope of work: The objective of this project is to conduct mist net surveys to determine the presence of Indiana bats (<i>Myotis sodalis</i>) during the summer months at specified areas of Raystown Lake. Mist nets will be used to determine summer presence of bats. The study area includes the U.S. Army Corps of Engineers, Raystown Lake Project, referred to herein as the RLP. POC (REQUESTOR) JEFF KRAUSE (814)658-3405, EXT. 236 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 NOTE: ALL QUESTIONS WILL BE SUBMITTED IN WRITTING TO TONY.EPPS@USACE.ARMY.MIL PURCHASE REQUEST NUMBER: W81W3G-3126-9713				

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	POP 15-JUN-2003 TO 15-MAR-2004	N/A	OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 EXT 236 FOB: Destination	E1R0900
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CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the 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 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.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

[Survey Worker @ \\$12.41 per hour.](#)

(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://farsite.hill.af.mil>

(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://farsite.hill.af.mil

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, 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 (MAR 2000) (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)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

STATEMENT OF WORK

Purchase Request and Commitment Number

Purchase Request and Commitment Date:

Contractor:

Contract Number: DACA31-

Date Prepared: 2 May 2003

Scope of Work
for
Indiana Bat Surveys
at
Raystown Lake

1. **Project Name and Location.** The project name and location is Indiana Bat Surveys at Raystown Lake.
2. **Objective.** The objective of this project is to conduct mist net surveys to determine the presence of Indiana bats (*Myotis sodalis*) during the summer months at specified areas of Raystown Lake. Mist nets will be used to determine summer presence of bats.
3. **Study Area.** The study area includes the U.S. Army Corps of Engineers, Raystown Lake Project, referred to herein as the RLP.
4. **General Contractor Requirements.** The Contractor shall furnish all labor, materials, plant, equipment, and supplies necessary to complete the requirements detailed in this scope of work (SOW) within the schedule provided in Section 6.0, "Schedule for Completion". All costs incurred in completion of this SOW will be borne by the Contractor. The Government will furnish only those items specifically listed in Section 7.0, "Materials to be Furnished by the Government" below.
 - 4.1. **Government Property.** All documents, maps, photographs, graphics, mailing lists, computer files and the like developed by the Contractor in completing the requirements of this SOW are Government property and will be delivered to the Raystown Lake point of contact (POC) upon completion of this project.
 - 4.2. **Data Security.** The Contractor shall not release any data, reports, or materials collected or developed while completing this project without the expressed written consent of the Raystown Lake POC.
 - 4.3. **Progress Reports.** The Contractor shall submit monthly progress reports to the Corps POC. A courtesy copy will be forwarded to the Raystown Lake POC. Monthly reports will be written by the Project Manager for the

Contractor. Monthly reports will include an accurate, current account of all work completed and deliverables furnished to the Government. Progress reports will be no longer than two (2) pages in length and will be submitted to the Government, along with payment invoices, no later than ten (10) calendar days following the end of the month in which the work was completed.

4.4. **Records of Conversations.** The Contractor shall prepare and maintain records of telephone conversations and significant verbal conversations conducted in support of this study. These records will be provided along with monthly reports.

4.5. **Meeting Minutes.** The Contractor shall take minutes at all meetings held in conjunction with this study. Meeting minutes will be typed and distributed to the Raystown Lake POC within seven (7) calendar days following the meeting.

4.6. **Newspapers for Publication.**

Not applicable.

4.7. **Court Testimony.** In the event of controversy or court challenge, the Contractor shall make available, as appropriate, expert witnesses who performed work under this contract and shall testify on behalf of the Government in support of the findings. If a controversy or court challenge occurs and testimony of expert witnesses is required, a modification to this contract/delivery order will be negotiated.

4.8. **Document Page Format.** Line numbers will be included on each page of all draft documents (such as preliminary draft, draft, draft final, etc, as detailed in Section 5.) for use in referencing government review comments and making corrections or changes.

4.9. **Electronic Data Files.** The Contractor shall furnish the POC with final copies of all electronic data files. All text files will be in MS Word 97 format, unless otherwise specified. The Contractor shall furnish the POC with final copies of all electronic data and document files on 3.5 inch diskettes, or 100 MB zip diskettes, or CD-ROM disks. Text and data files will be in MS Office 97 format, and GIS (Geographic Information System) files will be Arcview format.

4.10. **Conducting Meetings.** Unless otherwise specified above, the Contractor shall arrange and conduct all meetings required under Section 5 of this SOW.

4.11. **Deliverables:**

4.11.1. **Draft Report.**

4.11.2. **Final Report.**

4.11.3. **Digital Files.**

5. Detailed Requirements.

5.1. **Mist Net Surveys.** The Contractor shall conduct mist net surveys at 16 areas of the project. Potential mist net areas will be selected by the RLP Natural Resources Management Staff in coordination with the U.S. Fish and Wildlife

Office using existing GIS forest cover type, stream characteristics, and other natural resource data for the reservation. Location of mist net sites will depend on field conditions during the survey; mist net sites will be selected during field reconnaissance prior to the survey by Contractor. The 16 sites will be sampled during 15 May – 15 August to determine presence of summering Indiana bats. Results of the mist net surveys will also be used to further describe the overall bat community on the reservation. All bats captured will be identified, and their age and gender will be documented. Capture of other federal or state listed bat species will be documented and addressed in the Draft and Final Reports.

- 5.2. **Methodology.** The Contractor shall complete mist net surveys according to the following guidelines developed by the Indiana bat Recovery Team, and approved by the U.S. Fish and Wildlife Service (USFWS) State College Field Office.
- 5.2.1. Mist netting will be conducted from sunset until 0200 hours local time. Nets will be checked for captured bats every 20 minutes.
- 5.2.2. Each site will be surveyed for 2 calendar nights. Two net sets, placed approximately 100 to 200 feet apart, will be used simultaneously at each site for 2 nights, resulting in 4 net-nights per site. To the extent practicable, sites will be surveyed in numerical sequence.
- 5.2.3. Netting to identify presence of summering bats will occur between 15 May and 15 August, when Indiana bats are known to occupy summer habitat.
- 5.2.4. Mist nets will be of monofilament construction with a mesh no larger than 1.5 inches.
- 5.2.5. Mist nets will extend from near water or ground level to tree canopy and bounded by foliage on the sides. Net height and width will be adjusted for full coverage of the flight corridor at each site.
- 5.2.6. Nets will be placed where there little or no disturbance within 50 meters of the site.
- 5.2.7. Netting will occur only when the following weather conditions are met.
- 5.2.7.1. No precipitation.
 - 5.2.7.2. Temperature greater than or equal to 10° C.
 - 5.2.7.3. Wind speed still to calm.
 - 5.2.7.4. Cloud cover or moon less than half full if net site is not protected by the forest canopy.
- 5.3. **Data Collection and Bat Tagging.** The Contractor shall record the species, capture location (mist net site number), age, sex, weight, right forearm length, and reproductive status of each bat captured. A metal alloy or celluloid engraved and numbered split ring will be attached to the forearm of captured Indiana bats to aid in the future identification of individuals. All processing will be completed within 30 minutes of the time the bat is removed from the net. The PA Game commission may request to work with the contractor on Bat Telemetry independent of this contract.
- 5.4. **Habitat Characterization.** The Contractor shall characterize the habitat at and near each mist net site using standardized data forms. Each site will be classified as a travel corridor or non-corridor land tract. The dominant forest cover types will be confirmed, as will the dominant tree species within 0.25 mile (0.4 km) of each net site. At each net site, the Contractor will:
- 5.4.1. Estimate average forest canopy closure and height to overstory canopy.
 - 5.4.2. List dominant understory tree species, and characterize understory closure.

-
- 5.4.3. Document stream width and substrate where applicable.
- 5.4.4. Note other conditions pertinent to the quality of endangered bat habitat at the site (e.g. stream channel conditions, presence of standing water in a non-riparian upland site, etc.).
- 5.5. **Written Report.** The Contractor shall provide results and discussion of the mist net surveys in a written report. Capture data and maps showing mist net sites will be included in the report.
- 5.6. **Equipment and Personnel.** The Contractor shall obtain federal and state permits required to complete activities in this SOW. All personnel working on the reservation must be U.S. citizens
- 5.7.
- 5.7.1.1. Equipment needed for mist netting includes:
- 5.7.1.1.1. Mist nets of monofilament construction with mesh no larger than 1.5 inches. Size of nets will be sufficient to allow full coverage of the flight corridor at each site.
- 5.7.1.2. Hardware required for net sets.
- 5.7.1.3. Celluloid or metal alloy engraved and numbered split-rings, appropriately prepared to alleviate damage to the wing membrane.
- 5.7.2. Each net site will be monitored every 20 minutes by a team of at least 2 field biologists. Qualified field biologists include individuals with at least a bachelor's degree (preferably in wildlife science, biology, zoology), or degree candidates. At least 1 team member will have experience in bat handling and identification, and will have participated in at least 1 previous field investigation for endangered bats. Individuals responsible for handling bats will have received pre-exposure rabies vaccinations.
- 5.8. **Mist Net Site Selection.** Ten general locations have been selected and prioritized for mist netting by Raystown staff. The locations were selected using GIS forest cover types and associated data. Forest cover types and conditions known to be preferred by endangered bats were selected from the coverages. Locations were selected generally along perennial streams, since stream corridors typically provide the most reliable locations for capturing a large variety of bat species, to include Indiana and gray bats. Some potential netting locations are situated in cover types preferred by Indiana bats that are along forest access roads and/or firebreaks that provide a travel corridor. To the extent possible, potential netting locations were distributed throughout the area of the reservation for which cover type mapping has been completed. Actual net site selection in selected areas will be done by the Contractor. Net placement will depend upon site characteristics on the ground. The Contractor will assess the conditions in the field and position the nets accordingly. Specific locations of net sites will be documented in the reports.
- 5.9. **Sample Collection.** The following sampling collection will only be required at the request of the U.S. FWS.
- 5.9.1. **Fecal Samples.** Each Indiana bat captured at Raystown Lake will be held briefly in a cloth bag to allow for the collection of fecal samples. Fecal samples collected during this project **may** be analyzed in the future to investigate the presence of toxicological contaminants. Fecal pellets will be placed in Ziploc bags. The vial will be placed on ice in a cooler at the mist nest site, and transferred to a freezer available at Raystown Lake each night. Each vial will be labeled specifying the sample identification number, gender of the bat, and the date, time, and location of capture. The Raystown Lake POC will maintain the samples, complete and maintain sample chain-of-custody forms, and coordinate with the USFWS or the PA Game Commission for analysis of the fecal samples.

5.9.2. Tissue Samples for Genetic Analysis. Tissue will be collected from each Indiana bat captured at Raystown Lake for subsequent genetic analysis. Two tissue samples will be collected from each Indiana bat using a 3 mm diameter biopsy punch. Samples will be preserved in DMSO, and shipped to a laboratory selected by the USFWS. A label specifying the sample identification number, capture location, date, sex of the bat will be attached to each sample vial. The Contractor will coordinate with the USFWS to obtain sampling equipment and a written sampling protocol.

5.10. **Reports.** Following the conclusion of all field work at Raystown Lake, the Contractor will prepare a report documenting the findings and the survey results, as described in Sections 5.1.4 and 5.2.3.

5.10.1. **Draft Report.** The Contractor shall prepare and forward the Draft Report within 120 calendar days following the conclusion of field data collection activities. Distribution of the Draft Report will be as follows:

Organization	No. of Copies
Raystown Lake	2
PA Game Commission	1
USFWS	1
Total	4

5.10.2. **Government Review.** Following receipt of the Draft Report, the government will have 30 calendar days to review the Draft Report and provide comments to the Contractor. All comments will be submitted to the Raystown Lake POC, who will consolidate and forward them to the Contractor.

5.10.3. **Final Report.** Upon receipt of the government comments, the Contractor shall prepare a Final Report, incorporating those changes indicated by those comments. The Final Report will be distributed by the Contractor within 30 calendar days following receipt of government comments. Distribution of the Final Report will be as follows:

Organization	No. of Copies
Raystown Lake	2
PA Game Commission	1
USFWS	1
Contractor	1
Total	5

6. **Schedule for Completion.** Based on the time requirements outlined in the SOW, the following schedule has been established for completion of this project.

Item	Elapsed Days	Date
Notice to Proceed	1	
Field Work	124	15 May - 15 September
Draft Report	244	15 January

Item	Elapsed Days	Date
Government Review	274	15 February
Final Report	304	15 March

In the event Government review exceeds the time allotted, the schedule will be extended commensurately.

7. **Materials to be Furnished by the Government.** The following will be furnished to the Contractor by the Raystown Lake POC as specified below.
- a. Digital Raystown Lake Orthoquad Photographic Maps and Associated GIS Coverages – to be provided within 10 days following the Notice to Proceed.
 - b. Global Positioning System(s) – to be provided to the Contractor as needed to document the locations of net sites and captures.
 - c. Definition of tree stand class sizes in 5.8.7.8

8. **Contacts.**

The Raystown Lake POC is: Jeffrey F. Krause
CENAB-OPF-R
R.D. 1 Box 222
Hesston, PA 16647
Phone: 814-658-6813
Fax: 814-658-3313
E-mail: jeff.krause@usace.army.mil

The POC for the Contractor is:

**Appendix A
List of Acronyms**

AR - Army Regulation
 COE - Corps of Engineers
 Corps - U.S. Army Corps of Engineers
 DPW - Directorate of Public Works
 EPA - Environmental Protection Agency
 ITR - Independent Technical Review
 NTP - Notice to Proceed
 POC - Point of Contact
 SOP - Standard Operating Procedure
 SOW - Scope of Work
 U.S.FWS – U.S. Fish and Wildlife Service

Bid Sheet.

Item	Description	Quantity	U/M	U/P	Amount
01	Conduct Indiana Bat Surveys as specified provide appropriate documentation and prepare final reports for 16 sites at Raystown Lake.	1	LS	_____	_____

WAGE RATES

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 22) dated 28 May 2002

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

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
		Wage Determination No.: 1994-2451
William W.Gross	Division of	Revision No.: 22
Director	Wage Determinations	Date Of Last Revision: 05/28/2002

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.00
Accounting Clerk II	12.04
Accounting Clerk III	14.97
Accounting Clerk IV	20.33
Court Reporter	14.69
Dispatcher, Motor Vehicle	11.83
Document Preparation Clerk	11.66

Duplicating Machine Operator	10.49
Film/Tape Librarian	12.05
General Clerk I	7.76
General Clerk II	8.66
General Clerk III	10.69
General Clerk IV	13.35
Housing Referral Assistant	15.93
Key Entry Operator I	9.14
Key Entry Operator II	11.13
Messenger (Courier)	8.74
Order Clerk I	11.97
Order Clerk II	14.31
Personnel Assistant (Employment) I	12.33
Personnel Assistant (Employment) II	13.75
Personnel Assistant (Employment) III	14.39
Personnel Assistant (Employment) IV	17.80
Production Control Clerk	16.30
Rental Clerk	12.05
Scheduler, Maintenance	13.55
Secretary I	13.55
Secretary II	13.82
Secretary III	15.93
Secretary IV	18.17
Secretary V	20.13
Service Order Dispatcher	12.05
Stenographer I	12.79
Stenographer II	14.30
Supply Technician	18.17
Survey Worker (Interviewer)	11.51
Switchboard Operator-Receptionist	9.63
Test Examiner	12.94
Test Proctor	12.94
Travel Clerk I	10.17
Travel Clerk II	10.90
Travel Clerk III	11.71
Word Processor I	11.61
Word Processor II	15.43
Word Processor III	16.54
Automatic Data Processing Occupations	
Computer Data Librarian	11.81
Computer Operator I	11.76
Computer Operator II	12.91
Computer Operator III	18.29
Computer Operator IV	20.32
Computer Operator V	22.49
Computer Programmer I (1)	18.47
Computer Programmer II (1)	21.00
Computer Programmer III (1)	25.20
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	19.57
Computer Systems Analyst II (1)	24.98
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.96
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.80
Automotive Glass Installer	15.60

Automotive Worker	15.60
Electrician, Automotive	16.22
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.80
Motor Equipment Metal Worker	15.60
Motor Vehicle Mechanic	17.06
Motor Vehicle Mechanic Helper	13.89
Motor Vehicle Upholstery Worker	15.03
Motor Vehicle Wrecker	15.60
Painter, Automotive	16.22
Radiator Repair Specialist	15.60
Tire Repairer	13.96
Transmission Repair Specialist	16.80
Food Preparation and Service Occupations	
Baker	10.98
Cook I	10.16
Cook II	10.98
Dishwasher	8.33
Food Service Worker	8.37
Meat Cutter	11.08
Waiter/Waitress	8.86
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.22
Furniture Handler	12.62
Furniture Refinisher	16.22
Furniture Refinisher Helper	13.89
Furniture Repairer, Minor	15.03
Upholsterer	16.22
General Services and Support Occupations	
Cleaner, Vehicles	8.44
Elevator Operator	11.02
Gardener	10.36
House Keeping Aid I	8.93
House Keeping Aid II	9.58
Janitor	11.02
Laborer, Grounds Maintenance	9.03
Maid or Houseman	8.93
Pest Controller	12.21
Refuse Collector	11.02
Tractor Operator	9.97
Window Cleaner	11.72
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	12.06
Licensed Practical Nurse II	13.55
Licensed Practical Nurse III	15.15
Medical Assistant	10.66
Medical Laboratory Technician	12.93
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.93
Nursing Assistant II	8.92
Nursing Assistant III	9.73
Nursing Assistant IV	10.92
Pharmacy Technician	12.19

Phlebotomist	12.93
Registered Nurse I	19.16
Registered Nurse II	20.13
Registered Nurse II, Specialist	22.06
Registered Nurse III	27.85
Registered Nurse III, Anesthetist	27.85
Registered Nurse IV	29.35
Information and Arts Occupations	
Audiovisual Librarian	16.54
Exhibits Specialist I	20.46
Exhibits Specialist II	26.07
Exhibits Specialist III	28.16
Illustrator I	17.66
Illustrator II	22.51
Illustrator III	24.32
Librarian	24.58
Library Technician	13.89
Photographer I	13.80
Photographer II	16.58
Photographer III	21.13
Photographer IV	22.83
Photographer V	27.60
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.25
Counter Attendant	8.25
Dry Cleaner	10.11
Finisher, Flatwork, Machine	8.25
Presser, Hand	8.25
Presser, Machine, Drycleaning	8.25
Presser, Machine, Shirts	8.25
Presser, Machine, Wearing Apparel, Laundry	8.25
Sewing Machine Operator	10.80
Tailor	11.48
Washer, Machine	8.94
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.21
Tool and Die Maker	22.76
Material Handling and Packing Occupations	
Forklift Operator	13.68
Fuel Distribution System Operator	16.62
Material Coordinator	16.89
Material Expediter	16.89
Material Handling Laborer	15.05
Order Filler	13.89
Production Line Worker (Food Processing)	13.61
Shipping Packer	13.03
Shipping/Receiving Clerk	12.80
Stock Clerk (Shelf Stocker; Store Worker II)	13.82
Store Worker I	10.91
Tools and Parts Attendant	13.61
Warehouse Specialist	13.61
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.58
Aircraft Mechanic Helper	13.89
Aircraft Quality Control Inspector	18.15
Aircraft Servicer	15.38

Aircraft Worker	16.21
Appliance Mechanic	16.22
Bicycle Repairer	13.96
Cable Splicer	21.69
Carpenter, Maintenance	16.89
Carpet Layer	17.94
Electrician, Maintenance	20.17
Electronics Technician, Maintenance I	18.40
Electronics Technician, Maintenance II	21.70
Electronics Technician, Maintenance III	23.74
Fabric Worker	15.03
Fire Alarm System Mechanic	17.58
Fire Extinguisher Repairer	14.50
Fuel Distribution System Mechanic	19.32
General Maintenance Worker	15.60
Heating, Refrigeration and Air Conditioning Mechanic	16.80
Heavy Equipment Mechanic	16.80
Heavy Equipment Operator	16.80
Instrument Mechanic	17.58
Laborer	13.37
Locksmith	16.96
Machinery Maintenance Mechanic	17.61
Machinist, Maintenance	18.41
Maintenance Trades Helper	13.89
Millwright	18.73
Office Appliance Repairer	16.96
Painter, Aircraft	16.22
Painter, Maintenance	17.50
Pipefitter, Maintenance	22.74
Plumber, Maintenance	18.65
Pneudraulic Systems Mechanic	17.58
Rigger	17.58
Scale Mechanic	16.21
Sheet-Metal Worker, Maintenance	18.05
Small Engine Mechanic	15.60
Telecommunication Mechanic I	16.80
Telecommunication Mechanic II	17.25
Telephone Lineman	17.58
Welder, Combination, Maintenance	16.81
Well Driller	16.80
Woodcraft Worker	16.80
Woodworker	14.45
Miscellaneous Occupations	
Animal Caretaker	9.38
Carnival Equipment Operator	9.78
Carnival Equipment Repairer	10.16
Carnival Worker	8.33
Cashier	7.10
Desk Clerk	7.70
Embalmer	18.08
Lifeguard	8.10
Mortician	18.12
Park Attendant (Aide)	10.17
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.10
Recreation Specialist	12.61
Recycling Worker	12.94

Sales Clerk	8.10
School Crossing Guard (Crosswalk Attendant)	8.33
Sport Official	7.04
Survey Party Chief (Chief of Party)	13.02
Surveying Aide	7.75
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.83
Swimming Pool Operator	14.57
Vending Machine Attendant	12.94
Vending Machine Repairer	14.57
Vending Machine Repairer Helper	12.94
Personal Needs Occupations	
Child Care Attendant	9.40
Child Care Center Clerk	8.86
Chore Aid	8.92
Homemaker	10.89
Plant and System Operation Occupations	
Boiler Tender	18.89
Sewage Plant Operator	16.70
Stationary Engineer	18.89
Ventilation Equipment Tender	13.89
Water Treatment Plant Operator	16.22
Protective Service Occupations	
Alarm Monitor	12.51
Corrections Officer	19.31
Court Security Officer	19.31
Detention Officer	19.31
Firefighter	18.26
Guard I	8.23
Guard II	13.33
Police Officer	22.56
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.21
Hatch Tender	16.21
Line Handler	16.21
Stevedore I	14.69
Stevedore II	15.86
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.44
Air Traffic Control Specialist, Station (2)	19.61
Air Traffic Control Specialist, Terminal (2)	21.60
Archeological Technician I	14.84
Archeological Technician II	16.62
Archeological Technician III	20.55
Cartographic Technician	20.32
Civil Engineering Technician	19.74
Computer Based Training (CBT) Specialist/ Instructor	24.32
Drafter I	12.82
Drafter II	16.27
Drafter III	19.55
Drafter IV	25.09
Engineering Technician I	16.04
Engineering Technician II	18.03
Engineering Technician III	20.95
Engineering Technician IV	23.96
Engineering Technician V	27.44
Engineering Technician VI	33.17

Environmental Technician	17.43
Flight Simulator/Instructor (Pilot)	27.44
Graphic Artist	18.69
Instructor	21.53
Laboratory Technician	18.37
Mathematical Technician	23.06
Paralegal/Legal Assistant I	14.45
Paralegal/Legal Assistant II	18.81
Paralegal/Legal Assistant III	22.27
Paralegal/Legal Assistant IV	22.93
Photooptics Technician	20.05
Technical Writer	21.39
Unexploded (UXO) Safety Escort	18.08
Unexploded (UXO) Sweep Personnel	18.08
Unexploded Ordnance (UXO) Technician I	18.08
Unexploded Ordnance (UXO) Technician II	21.87
Unexploded Ordnance (UXO) Technician III	26.22
Weather Observer, Combined Upper Air and Surface Programs (3)	18.24
Weather Observer, Senior (3)	19.09
Weather Observer, Upper Air (3)	18.24
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	17.12
Parking and Lot Attendant	8.33
Shuttle Bus Driver	14.50
Taxi Driver	9.93
Truckdriver, Heavy Truck	16.14
Truckdriver, Light Truck	13.51
Truckdriver, Medium Truck	15.75
Truckdriver, Tractor-Trailer	16.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work

at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of 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(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.

CCR

DEPARTMENT OF THE ARMY

**BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715**

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>. Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained

from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich

JAMES J. RICH, PhD.

Chief, Contracting Division