

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 of 2
2. CONTRACT (Pro. Inst. Ident.) NO. GS-10F-0117J		3. EFFECTIVE DATE May 25, 1999	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 8999	
5. ISSUED BY General Services Administration Acquisition Division (10FTP) 400 15th St SW Auburn, WA 98001-6599		CODE	6. ADMINISTERED BY (If other than Item 5) CODE	

7. NAME AND ADDRESS OF CONTRACTOR(No., street, city, county, State, and ZIP Code) Roy F. Weston, Inc. 215 Union Boulevard, Suite 600 Lakewood, CO 80228-1842		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> FOB DESTINATION
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 DAYS
		10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN ▶
		TO BE SHOWN ON DELIVERY ORDER

CODE	FACILITY CODE	11. SHIP TO/MARK FOR AS SPECIFIED ON EACH DELIVERY ORDER	12. PAYMENT WILL BE MADE BY AS SPECIFIED ON EACH DELIVERY ORDER
------	---------------	---	--

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 () <input type="checkbox"/> 41 U.S.C. 253 ()	14. ACCOUNTING AND APPROPRIATION DATA
---	---------------------------------------

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
MULTIPLE AWARD FEDERAL SUPPLY SCHEDULE CONTRACT FOR:					
CONTRACT PERIOD:		FSC 8999 — Environmental Advisory Services			
SINS AWARDED:		May 25, 1999, through May 24, 2004			
		899-1, 899-2, 899-3, and 899-4			

15G. TOTAL AMOUNT OF CONTRACT	
-------------------------------	--

16. TABLE OF CONTENTS							
(✓)	SEC	DESCRIPTION	PAGES	(✓)	SEC	DESCRIPTION	PAGES
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A.	SOLICITATION/CONTRACT FORM			I.	CONTRACT CLAUSES	
	B.	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C.	DESCRIPTION/SPECS./WORK STATEMENT			J.	LIST OF ATTACHMENTS	
	D.	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E.	INSPECTION AND ACCEPTANCE			K.	REPRESENTATION, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F.	DELIVERIES OR PERFORMANCE			L.	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G.	CONTRACT ADMINISTRATION DATA			M.	EVALUATION FACTORS FOR AWARD	
	H.	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provision, representations, certifications and specifications, as were attached or incorporated by reference herein. (Attachments are list herein)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number IFTP-SW-988999-B including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Pacita Mina
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <u>Pacita Mina</u> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. FSK

Page 2, CONTRACT NUMBER GS-10F-0117J
ROY F. WESTON, INC.

Items/Services Awarded: Special Items Numbers (SINs)
899-1, Environmental Planning Services and Documentation
899-2, Environmental Compliance Services
899-3, Environmental/Occupational Training Services
899-4, Waste Management Services

Contract Period: May 25, 1999 through May 24, 2004

Delivery/Performance Area: Domestic

FOB Point: To be negotiated with ordering agency on each task order.

Order Limitations: Minimum is \$100, Maximum is \$1,000,000 IAW Clause 52.216-19 (10/95) (Variation II-10/95)

Award is predicated on other than commercial pricing.

Prompt Payment Discount Terms: Net 30 Days

Contractor has an approved accounting system for accepting Labor Hour Task Orders

Attached Small Business Subcontracting Plan dated December 1998 is incorporated and made a part of this contract.

Contractor's letter dated May 5, 1999, is incorporated and made a part of this contract.

Amendment 01, dated 11/23/98 and Amendment 02, dated 12/07/98, are incorporated and made a part of this contract.

Clause changes shown below are made a part of this contract -
(Reference Final Proposal Revision Letter)
I-FSS-106, Guaranteed Minimum (1/99)
I-FSS-550-B, Year 2000 Warranty-Commercial Supply Items (1/99)
I-FSS-598, Central Contractor Registration (CCR) (12/98)
I-FSS-600, Contract Price Lists (1/99)
552.216-73, Placement of Orders 6/94) (Alternate II-2/99)
552.238-72, Contractor's Report of Sales (2/99)
552.238-76, Price Reductions (2/99)
552.243-71, Modifications (Multiple Award Schedule) (2/99)
Compliance with Veterans Employment Reporting Requirements

READ CONTRACT CAREFULLY: THIS AWARD COVERS INDEFINITE QUANTITIES OR SERVICES. NO PERFORMANCE OR DELIVERY IS REQUIRED UNTIL ORDER(S) ARE RECEIVED.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	1	13
01	11/23/98		TFTP-98-SW-8999		
6. ISSUED BY General Services Administration Management Services Center - ATTN: BID CUSTODIAN 400 15th Street SW Auburn, WA 98001		7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, country, State and ZIP Code)		(√) 9A. AMENDMENT OF SOLICITATION NO.
Roy F. Weston, Inc. 215 Union Boulevard Suite 600 Lakewood, CO 80228		TFTP-98-SW-8999-B
CODE		9B. DATED (SEE ITEM 11) 10/27/98
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

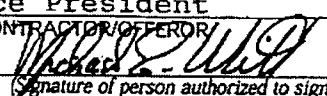
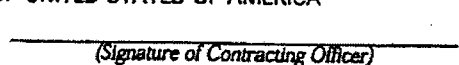
D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible). THE ABOVE NUMBERED SOLICITATION IS AMENDED TO MAKE THE FOLLOWING CHANGES:

- Add Schedule of Items for SINS 899-05 and 899-06 to allow for Labor Categories. Replace Schedule of Items for SIN-899-2, 899-3, and 899-99.
- Add updated Clause I-FSS-600 (October 1998).
- Delete Clause 552.219-74 on Page 31 of original solicitation. Insert and replace with Clause 552.219-74 (Alternate 1, dated December 1995).
- On Page 9 of original solicitation, under Schedule of Available Training Courses, replace the 4th and 5th lines with:
Total Price for Minimum Number of Participants: \$ _____ Number of Minimum Participants is: _____
- On Page 17 under the Scope of Work: The last paragraph shall be corrected to read as follows:
The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, all insurance required by law. (i.e. auto insurance, workmen's compensation). In addition to this requirement, the Contractor's minimum environmental professional liability coverage shall be \$1 million dollars per incident and \$2 million dollars aggregate. Certificate of Insurance coverage shall be provided with offer.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael E. Witt, Ph.D. Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBRA S. WEITZEL	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 30 Nov. '98	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 12/07/98	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) TFTP-98-SW-8999
6. ISSUED BY General Services Administration Management Services Center - ATTN: BID CUSTODIAN 400 15th Street SW Auburn, WA 98001		7. ADMINISTERED BY (If other than Item 6) Same as Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Roy F. Weston, Inc. 215 Union Boulevard, Suite 600 Lakewood, CO 80228	(√)	9A. AMENDMENT OF SOLICITATION NO. TFTP-98-SW-8999-B
	×	9B. DATED (SEE ITEM 11) 10/27/98
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

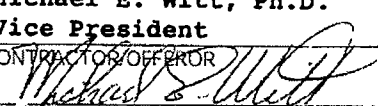
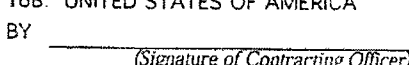
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE ABOVE NUMBERED SOLICITATION IS AMENDED TO MAKE THE FOLLOWING CHANGES via AMENDMENT NO. 2.

- On Page 67 of the solicitation, under Section Four of the Dun and Bradstreet Past Performance Evaluation, REMOVE the following sentence: - PAYMENT ENCLOSED - SEE ATTACHED CHECK. Please note that if a recent evaluation has been completed within 6-12 months, it will be accepted.
- Add updated Clause I-FSS 599 (April 1997). Delete old version.
- On second page of the solicitation, under CP-FSS-2 (12/90) Significant Changes, Remove Paragraph 9 in its entirety. The requirement to submit a GSA Form 527 is eliminated. On Page 87, the first sentence shall be corrected to read - Page 1 of 1 - "COVER PAGE TO OFFER".
- On Page 91 of the solicitation, under Clause A-FSS-11 - Consideration of Offers under Standing Solicitation, change paragraph (c) to state: Resubmission's are permitted after the Offeror receives notification of the rejection. However, they may be rejected immediately if they are still deficient in the area(s) that caused its initial rejection. Resubmissions will be handled first come first serve. They will have no preference.
- The requirement for professional liability coverage has been removed. However, individual agencies issuing the task orders may require liability insurance.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael E. Witt, Ph.D. Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBRA S. WEITZEL
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 01/04/99	16C. DATE SIGNED

AMENDMENT 02 – PAGE 2 of 2 – CONTINUATION OF STANDARD FORM 30

6. On Page 94 of the solicitation, minor clarifications are provided for preparing Technical Proposals.
 - a. Under Technical Factor One, the 20 typed pages did not include the Proof of Insurance. The requirement to submit Proof of insurance has now been eliminated.
 - b. Under paragraph ©, Technical Factor Three should be corrected to read: “Relevant Corporate Experience, limited to 14 typed 8 ½ x 11” pages, single spaced, 12 point font size, should include the following.
PLEASE NOTE: The intention of this is to allow two typed pages per sin.

7. FOR CLARIFICATION PURPOSES, THERE ARE A TOTAL OF TWO AMENDMENTS ISSUED AGAINST THIS SOLICITATION.

8. ADD THE FOLLOWING CLAUSE TO THE SOLICITATION:

***I-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)**

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://acq.osd.mil/ec/nwsltr.html>.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the **Central Contractor Registration (CCR)**, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://ccr.edi.disa.mil>.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://snad.ncsl.nist.gov/dartg/edi/fededi.html>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
 - (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
 - (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.
- (f) GSA Advantage!™.
- (1) **GSA Advantage!™** will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. **GSA Advantage!™** enables customers to:
 - (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
 - (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
 - (iii) Use the Federal IMPAC VISA.
 - (2) **GSA Advantage!™** may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.
-

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven system. The INTERNET address for *GSA Advantage!* is: <http://www.fss.gsa.gov>.

ENVIRONMENTAL ADVISORY SERVICES

Federal Supply Schedule Industrial Group 899
Industrial Class 8999

Contractor:
Roy F. Weston, Inc. (WESTON)
215 Union Boulevard
Suite 600
Lakewood, CO 80228

Contract No. GS-10F-0117J
Contract Period:
25 May 1999 – 24 May 2004

Telephone: 303.980.6800
Fax: 303.980.1622
E-mail:
wittm@mail.rfweston.com

Business Size: Other than Small
DUNS No.: 04-451-9429-5A2

Contractor Points of Contact:
Michael E. Witt, Ph.D.,
Program Manager

Joanne C. Arbuckle,
Contract Administrator

Contract Administration:
General Services Administration
Contract Management Division
(9FQC)
450 Golden Gate Avenue
San Francisco, CA 94102-3400

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs): (see attached pages for a general description of services as well as the hourly and daily labor rates)

SIN899-1, Environmental Planning Services & Documentation	SIN899-3, Environmental/Occupational Training Serv.
SIN 899-2, Environmental Compliance Services	SIN 899-4, Waste Management Services

1b. N/A

2. Maximum Order: \$1,000,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic (includes US Territories)

5. Production Point: Same as contractor's address

6. Discount from List Price: Prices shown herein are net prices

7. Quantity Discounts: N/A

8. Prompt Payment Terms: Net 30 Days

9a. Government Purchase Card is accepted for orders below the micropurchase threshold (\$2,500)

9b. Contact Contractor's Representative for credit card acceptance of orders above the micropurchase threshold (\$2,500)

10. Foreign Items: N/A

11a-d. Time of Delivery: To be negotiated with ordering agency on each task order

12. F.O.B. Point(s): To be negotiated with the ordering agency on each task order

13. Ordering Address: Same as contractor's address

14. Payment Address: Roy F. Weston, Inc.
P.O. Box 8500 (S-6175)
Philadelphia, PA 91178-6175

15. Warranty Provisions: N/A

16. Export Packing Charge: N/A

17. Terms and Conditions of Government Credit Card Acceptance: see #9 above

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts: N/A

20a. Terms and Conditions of any other service: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24. Year 2000 (Y2K) Compliant: Yes

25. Environmental Attributes: N/A

26. Data Universal Numbering Systems (DUNS) number: 04-451-9429-5A2

27. Contractor is registered in the Central Contractor Registration (CCR) database

**Scope of Environmental Advisory Services
For
Federal Supply Schedule Industrial Group 899
Industrial Class 8999
Roy F. Weston, Inc.**

SIN 899-1 – Environmental Planning Services & Documentation

- **Environmental Impact Statements & Assessments under NEPA**

Work may include such activities as data identification, collection, and interpretation; preparation of human health risk and environmental impact evaluations and reports; preparation of expert testimony; assisting federal agencies in planning and conducting national assessments of wastewater and sludge; and preparation of material for and attendance at public meetings.

- **Endangered Species, Wetlands, Watersheds and other Natural Resources management Plans, Studies and Consultations**
Work may include such activities as reviewing existing reports and management plans, coordinating with regulatory and federal agencies, contacting state offices for applicable information, performing surveys, and the use of results of data collection to prepare reports/maps.

- **Archeological, Historic and other Cultural Resources Management Plans, Studies, and Consultations**
Work may include such activities as conducting resource surveys/studies, evaluation of resource data, preparation of nominations/reports, and preparation of Management Plans.

- **Economic, Technical, and Risk Analysis in Support of Environmental Needs**

Work may include such activities as conducting analysis of options under consideration for environmental actions, data collection and development, analysis of comments, and conduct regulatory analyses, economic analyses, feasibility analyses, hazard assessments, exposure assessments, and risk analyses.

SIN 899-2 – Environmental Compliance Services

- **Environmental Compliance Audits**

Work may include such activities as determining applicability of public laws, statutes, agency and command regulations/directives, and other federal/state/local regulations; conduct environmental audits; evaluate findings and prepare necessary documentation/reports; and conduct outbriefings.

- **Compliance Management Planning**

Work may include such activities as developing Management Plans that will cover policy, planning, implementation and operation, defining and checking corrective actions, and supporting management reviews.

- **Pollution Prevention Surveys**

Work may include such activities as conducting pollution prevention surveys, developing pollution prevention plans, establishing inventories for hazardous materials, evaluating economic and technical feasibility of process changes and recycling alternatives, and creating databases to track progress in achieving pollution prevention goals.

SIN 899-3 – Environmental/Occupational Training Services (Advancia subcontract)

- **Standard Courses**

Includes the three courses entitled:

Hazardous Waste Operations – HAZWOPER 40

Hazardous Waste Operations – HAZWOPER 24

Hazardous Waste Operations Refresher – HAZWOPER 8

- **Customized Courses for Environmental and Occupational training requirements**

SIN 899-4 – Waste Management Services

- **Conduct of analyses of options**

- **Data collection, analysis of comments, regulatory and economic analyses, feasibility analyses, hazard assessments, exposure assessments, risk analyses**

- **Waste characterization studies, recycling**

- **Regulatory and economic analyses**

GSA Federal Supply Schedule Pricelist

SIN 888-1: ENVIRONMENTAL PLANNING SERVICES AND DOCUMENTATION
WESTON Labor Rates

Labor Category	Year 1 May 99 - May 00		Year 2 May 00 - May 01		Year 3 May 01 - May 02		Year 4 May 02 - May 03		Year 5 May 03 - May 04	
	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate
Principal/Vice President	\$126.65	\$1,013.20	\$134.45	\$1,043.60	\$107.91	\$1,074.91	\$138.39	\$1,107.18	\$142.55	\$1,140.37
Manager - Senior	\$103.26	\$828.11	\$106.36	\$850.88	\$87.42	\$878.42	\$112.84	\$902.71	\$116.22	\$929.79
Manager	\$87.19	\$697.54	\$89.81	\$718.47	\$82.50	\$740.02	\$95.26	\$782.22	\$98.14	\$785.09
Engineer - Senior	\$79.50	\$638.03	\$81.89	\$655.12	\$84.35	\$674.77	\$88.86	\$695.01	\$89.46	\$715.88
Engineer - Mid	\$71.15	\$569.20	\$73.26	\$586.28	\$75.46	\$603.87	\$77.75	\$621.88	\$80.06	\$640.84
Engineer - Junior	\$50.16	\$401.41	\$51.86	\$413.46	\$53.23	\$425.86	\$54.83	\$438.65	\$56.47	\$451.70
Scientist - Senior	\$68.80	\$558.84	\$71.69	\$573.54	\$73.84	\$590.75	\$76.06	\$608.47	\$78.34	\$626.73
Scientist - Mid	\$58.08	\$448.83	\$57.76	\$462.06	\$56.46	\$475.96	\$51.28	\$480.23	\$53.12	\$504.94
Scientist - Junior	\$41.32	\$330.58	\$42.56	\$340.48	\$43.84	\$350.89	\$45.15	\$361.21	\$46.51	\$372.05
Estimator	\$87.15	\$687.19	\$88.76	\$718.11	\$82.46	\$739.65	\$95.23	\$791.84	\$98.09	\$784.70
Principal Designer	\$77.74	\$621.81	\$80.07	\$640.57	\$82.47	\$659.78	\$84.86	\$679.58	\$87.50	\$699.96
Sr. Designer	\$58.95	\$471.80	\$60.72	\$485.75	\$62.54	\$500.33	\$64.42	\$516.34	\$66.36	\$530.80
Designer	\$53.32	\$426.56	\$54.92	\$439.96	\$56.57	\$452.54	\$58.26	\$468.11	\$60.01	\$480.10
Draftsperson III	\$31.21	\$249.69	\$32.15	\$257.18	\$33.11	\$264.90	\$34.11	\$272.85	\$35.13	\$281.03
CADD Operators	\$42.52	\$340.17	\$43.80	\$350.38	\$45.11	\$360.89	\$46.46	\$371.72	\$47.86	\$382.87
GIS Analysts	\$57.32	\$458.52	\$58.03	\$472.28	\$60.81	\$486.44	\$62.63	\$501.04	\$64.51	\$516.07
Graphics & Video Specialists	\$49.86	\$398.88	\$51.36	\$410.84	\$52.94	\$423.17	\$54.46	\$435.86	\$56.12	\$448.94
Technical Information Specialists	\$51.79	\$414.31	\$53.34	\$428.74	\$54.94	\$439.54	\$56.59	\$452.73	\$58.29	\$468.31
Computer Operator	\$31.79	\$254.28	\$32.74	\$261.91	\$33.72	\$269.77	\$34.73	\$277.86	\$35.77	\$286.20
Programmer/Analyst - Junior	\$42.94	\$343.50	\$44.23	\$353.80	\$45.55	\$364.41	\$46.92	\$375.35	\$48.33	\$386.61
Programmer/Analyst - Senior	\$65.97	\$527.79	\$67.95	\$543.83	\$69.98	\$559.83	\$72.09	\$576.73	\$74.25	\$594.03
Technical/Systems Specialists	\$76.58	\$610.88	\$78.65	\$629.20	\$81.01	\$646.08	\$83.44	\$667.52	\$85.94	\$687.55
Technical Editor - Junior	\$44.76	\$358.08	\$46.10	\$368.53	\$47.48	\$379.89	\$48.91	\$391.29	\$50.38	\$403.03
Technical Editor - Senior	\$63.61	\$508.91	\$65.82	\$524.78	\$67.48	\$539.81	\$69.51	\$556.10	\$71.80	\$572.79
Contract Administrator	\$86.14	\$689.11	\$88.72	\$709.79	\$91.39	\$731.06	\$94.13	\$753.01	\$96.95	\$775.80
Subcontract Administrator	\$63.61	\$508.91	\$65.52	\$524.18	\$67.49	\$539.81	\$69.51	\$556.10	\$71.80	\$572.79
Purchasing Agent/Buyer	\$44.87	\$359.00	\$46.22	\$368.78	\$47.81	\$380.88	\$49.04	\$392.28	\$50.51	\$404.05
Financial/Cost Analyst - Senior	\$68.71	\$548.71	\$70.78	\$568.20	\$72.90	\$588.19	\$75.09	\$600.68	\$77.34	\$618.70
Financial/Cost Analyst - Mid	\$49.79	\$398.35	\$51.28	\$410.30	\$52.83	\$422.81	\$54.41	\$435.29	\$56.04	\$448.34
Financial/Cost Analyst - Junior	\$37.61	\$300.85	\$38.74	\$309.89	\$39.90	\$319.18	\$41.09	\$328.75	\$42.33	\$338.61
Technician - Senior	\$47.52	\$380.17	\$48.95	\$391.57	\$50.42	\$403.32	\$51.93	\$416.42	\$53.49	\$427.86
Technician - Mid	\$34.68	\$277.43	\$35.72	\$285.75	\$36.79	\$294.33	\$37.89	\$303.18	\$39.03	\$312.25
Technician - Junior	\$20.89	\$167.11	\$21.52	\$172.13	\$22.18	\$177.29	\$22.83	\$182.61	\$23.51	\$188.09
Administrative Assistant	\$37.34	\$286.73	\$38.46	\$307.98	\$39.62	\$318.92	\$40.80	\$328.43	\$42.03	\$338.22
Word Processing Operator	\$34.64	\$277.10	\$35.68	\$285.41	\$36.75	\$293.97	\$37.85	\$302.79	\$38.98	\$311.86

GSA Federal Supply Schedule Pricelist

SIN 899-2: ENVIRONMENTAL COMPLIANCE SERVICES
WESTON Labor Rates

Labor Category	Year 1 May 00 - May 01		Year 2 May 01 - May 02		Year 3 May 02 - May 03		Year 4 May 03 - May 04		Year 5 May 04 - May 05	
	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate
Principal/Vice President	\$128.65	\$1,013.20	\$130.45	\$1,043.60	\$134.36	\$1,074.81	\$138.30	\$1,107.16	\$142.25	\$1,140.37
Manager - Senior	\$103.20	\$826.11	\$106.36	\$850.89	\$109.55	\$876.42	\$112.84	\$902.71	\$116.22	\$928.79
Manager	\$87.19	\$687.54	\$89.91	\$718.47	\$92.50	\$740.02	\$95.28	\$762.22	\$98.14	\$785.00
Engineer - Senior	\$79.50	\$638.03	\$81.80	\$655.12	\$84.35	\$674.77	\$86.88	\$695.01	\$89.48	\$715.06
Engineer - Mid	\$71.15	\$569.20	\$73.26	\$586.28	\$75.48	\$603.87	\$77.75	\$621.80	\$80.08	\$640.64
Engineer - Junior	\$59.18	\$471.41	\$61.66	\$493.46	\$64.23	\$515.88	\$66.83	\$539.63	\$69.47	\$561.79
Scientist - Senior	\$69.60	\$556.84	\$71.69	\$573.64	\$73.84	\$590.75	\$76.06	\$608.47	\$78.34	\$626.73
Scientist - Mid	\$59.08	\$468.03	\$61.76	\$482.08	\$63.49	\$495.85	\$65.26	\$510.23	\$67.12	\$524.84
Scientist - Junior	\$41.32	\$330.56	\$42.58	\$340.48	\$43.84	\$350.89	\$45.19	\$361.21	\$46.51	\$372.05
Estimator	\$87.15	\$697.19	\$89.78	\$718.11	\$92.40	\$739.65	\$95.23	\$761.84	\$98.09	\$784.70
Principal Designer	\$77.74	\$621.81	\$80.07	\$640.57	\$82.47	\$659.78	\$84.95	\$679.56	\$87.59	\$699.96
Sr. Designer	\$58.95	\$471.60	\$60.72	\$485.54	\$62.54	\$500.33	\$64.42	\$515.34	\$66.35	\$530.90
Designer	\$53.32	\$426.56	\$54.92	\$439.26	\$56.57	\$452.54	\$58.26	\$468.11	\$60.01	\$485.10
Draftsperson III	\$31.21	\$248.69	\$32.15	\$257.18	\$33.11	\$264.90	\$34.11	\$272.65	\$35.13	\$281.03
CAD/CAM Operators	\$42.62	\$340.17	\$43.89	\$350.38	\$45.11	\$360.99	\$46.46	\$371.72	\$47.86	\$382.87
GIS Analysts	\$57.32	\$458.52	\$59.03	\$472.58	\$60.81	\$486.44	\$62.63	\$501.04	\$64.51	\$516.07
Graphics & Video Specialists	\$49.88	\$398.88	\$51.30	\$410.84	\$52.90	\$423.17	\$54.48	\$435.88	\$56.12	\$448.94
Technical Information Specialists	\$51.78	\$414.11	\$53.34	\$428.74	\$54.94	\$439.54	\$56.50	\$452.73	\$58.29	\$468.31
Computer Operator	\$31.19	\$254.28	\$32.74	\$261.81	\$33.72	\$269.77	\$34.73	\$277.86	\$35.77	\$286.20
Programmer/Analyst - Junior	\$42.84	\$343.58	\$44.23	\$353.80	\$45.55	\$364.41	\$46.82	\$375.35	\$48.33	\$386.61
Programmer/Analyst - Senior	\$85.67	\$627.79	\$87.85	\$643.83	\$89.85	\$659.83	\$92.09	\$676.73	\$94.25	\$694.02
Technical/Systems Specialists	\$76.30	\$610.88	\$78.85	\$629.20	\$81.01	\$646.08	\$83.44	\$667.52	\$85.94	\$687.55
Technical Editor - Junior	\$44.70	\$358.89	\$46.10	\$368.83	\$47.49	\$379.89	\$48.91	\$391.29	\$50.38	\$403.02
Technical Editor - Senior	\$53.81	\$428.81	\$55.52	\$434.18	\$57.49	\$450.81	\$59.51	\$468.10	\$61.86	\$482.78
Contract Administrator	\$86.14	\$688.11	\$89.72	\$709.79	\$93.39	\$731.08	\$94.10	\$753.01	\$96.05	\$775.89
Subcontract Administrator	\$83.81	\$668.81	\$85.52	\$674.18	\$87.49	\$690.91	\$89.51	\$708.10	\$91.85	\$727.79
Purchasing Agent/Buyer	\$44.87	\$359.00	\$46.22	\$368.78	\$47.81	\$380.86	\$48.04	\$382.28	\$50.51	\$404.05
Financial/Cost Analyst - Senior	\$68.71	\$549.71	\$70.78	\$566.20	\$72.96	\$583.18	\$75.09	\$600.86	\$77.34	\$618.70
Financial/Cost Analyst - Mid	\$49.78	\$398.35	\$51.20	\$410.30	\$52.83	\$422.61	\$54.41	\$435.29	\$56.04	\$448.34
Financial/Cost Analyst - Junior	\$37.61	\$300.85	\$38.74	\$309.88	\$39.90	\$319.16	\$41.09	\$329.75	\$42.33	\$338.61
Technician - Senior	\$47.62	\$380.17	\$48.95	\$391.67	\$50.42	\$403.32	\$51.93	\$415.42	\$53.49	\$427.88
Technician - Mid	\$34.68	\$277.43	\$35.79	\$285.75	\$36.79	\$294.33	\$37.89	\$303.16	\$39.03	\$312.25
Technician - Junior	\$20.89	\$167.11	\$21.52	\$172.13	\$22.16	\$177.29	\$22.83	\$182.61	\$23.51	\$188.09
Administrative Assistant	\$31.34	\$256.73	\$32.46	\$263.69	\$33.62	\$271.97	\$34.80	\$280.43	\$36.03	\$290.22
Word Processing Operator	\$34.04	\$277.10	\$35.68	\$285.41	\$36.75	\$293.97	\$37.85	\$302.79	\$38.98	\$311.88

GSA Federal Supply Schedule Pricelist

SIN 899-3: ENVIRONMENTAL/OCCUPATIONAL TRAINING SERVICES
WESTON Labor Rates

Labor Category	Year 1 - May 00		Year 2 - May 01		Year 3 - May 02		Year 4 - May 03		Year 5 - May 04	
	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate
Principal/Vice President	\$126.85	\$1,013.20	\$130.45	\$1,043.60	\$134.36	\$1,074.91	\$138.38	\$1,107.18	\$142.55	\$1,140.37
Manager - Senior	\$103.26	\$826.11	\$106.36	\$850.89	\$109.55	\$876.42	\$112.84	\$902.71	\$116.22	\$928.79
Manager	\$87.19	\$697.54	\$89.81	\$718.47	\$92.50	\$740.02	\$95.28	\$762.22	\$98.14	\$785.09
Engineer - Senior	\$79.50	\$636.03	\$81.89	\$655.12	\$84.35	\$674.77	\$86.86	\$693.81	\$89.49	\$715.86
Engineer - Mid	\$71.15	\$569.20	\$73.28	\$586.28	\$75.48	\$603.87	\$77.75	\$621.88	\$80.08	\$640.64
Engineer - Junior	\$50.18	\$401.41	\$51.65	\$413.46	\$53.23	\$425.86	\$54.93	\$438.63	\$56.47	\$451.78
Scientist - Senior	\$69.80	\$556.84	\$71.69	\$573.54	\$73.84	\$590.76	\$76.08	\$608.47	\$78.34	\$626.73
Scientist - Mid	\$58.08	\$448.83	\$57.76	\$462.09	\$59.49	\$475.85	\$61.28	\$490.23	\$63.12	\$504.84
Scientist - Junior	\$41.32	\$330.56	\$42.56	\$340.46	\$43.84	\$350.69	\$45.15	\$361.21	\$46.51	\$372.05
Estimator	\$87.15	\$697.19	\$89.76	\$718.11	\$92.46	\$739.65	\$95.23	\$761.84	\$98.09	\$784.70
Principal Designer	\$77.74	\$621.91	\$80.07	\$640.57	\$82.47	\$659.78	\$84.95	\$678.58	\$87.50	\$699.98
Sr Designer	\$58.95	\$471.80	\$60.72	\$485.75	\$62.54	\$500.33	\$64.42	\$515.34	\$66.35	\$530.80
Designer	\$53.32	\$428.56	\$54.92	\$439.36	\$56.57	\$452.64	\$58.28	\$468.11	\$60.01	\$480.10
Draftsperson III	\$31.21	\$248.69	\$32.15	\$257.18	\$33.11	\$264.90	\$34.11	\$272.85	\$35.13	\$281.03
CADD Operators	\$42.52	\$340.17	\$43.60	\$350.36	\$44.11	\$360.89	\$44.46	\$371.72	\$44.86	\$382.87
GIS Analysts	\$57.32	\$458.52	\$58.03	\$472.28	\$58.81	\$486.44	\$59.63	\$501.04	\$60.51	\$516.07
Graphics & Video Specialists	\$49.86	\$398.89	\$51.36	\$410.84	\$52.90	\$423.17	\$54.48	\$435.86	\$56.12	\$448.84
Technical Information Specialists	\$51.79	\$414.31	\$53.34	\$428.74	\$54.94	\$439.54	\$56.59	\$452.73	\$58.29	\$468.31
Computer Operator	\$31.79	\$254.26	\$32.74	\$261.91	\$33.72	\$269.77	\$34.73	\$277.86	\$35.77	\$286.20
Programmer/Analysts - Junior	\$42.94	\$343.50	\$44.23	\$353.80	\$45.55	\$364.41	\$46.92	\$375.35	\$48.33	\$386.61
Programmer/Analysts - Senior	\$65.97	\$527.78	\$67.95	\$543.63	\$69.99	\$558.93	\$72.09	\$578.73	\$74.25	\$594.03
Technical/Systems Specialists	\$76.36	\$610.86	\$78.65	\$629.20	\$81.01	\$648.06	\$83.44	\$667.52	\$85.94	\$687.55
Technical Editor - Junior	\$44.76	\$358.06	\$46.10	\$368.83	\$47.49	\$378.89	\$48.91	\$391.29	\$50.38	\$403.03
Technical Editor - Senior	\$63.61	\$508.91	\$65.52	\$524.18	\$67.49	\$539.91	\$69.51	\$556.10	\$71.60	\$572.79
Contract Administrator	\$88.14	\$698.11	\$89.72	\$709.78	\$91.39	\$731.06	\$94.13	\$753.01	\$96.95	\$775.60
Subcontract Administrator	\$83.61	\$658.91	\$85.52	\$674.18	\$87.49	\$689.91	\$89.51	\$706.10	\$91.60	\$722.79
Purchasing Agent/Buyer	\$44.87	\$359.00	\$46.22	\$369.78	\$47.61	\$380.66	\$49.04	\$392.28	\$50.51	\$404.05
Financial/Cost Analyst - Senior	\$68.71	\$549.71	\$70.78	\$568.20	\$72.90	\$587.20	\$75.09	\$605.88	\$77.34	\$624.70
Financial/Cost Analyst - Mid	\$48.79	\$398.35	\$51.29	\$410.30	\$52.83	\$422.61	\$54.41	\$435.29	\$56.04	\$448.34
Financial/Cost Analyst - Junior	\$37.61	\$300.85	\$38.74	\$309.88	\$39.90	\$319.18	\$41.09	\$328.75	\$42.33	\$338.61
Technician - Senior	\$47.52	\$390.17	\$48.95	\$391.57	\$50.42	\$403.32	\$51.93	\$415.42	\$53.49	\$427.88
Technician - Mid	\$34.68	\$277.43	\$35.72	\$285.75	\$36.79	\$294.33	\$37.86	\$303.18	\$39.03	\$312.25
Technician - Junior	\$20.89	\$167.11	\$21.52	\$172.13	\$22.16	\$177.29	\$22.83	\$182.61	\$23.51	\$188.09
Administrative Assistant	\$37.34	\$298.73	\$38.46	\$307.89	\$39.62	\$316.92	\$40.90	\$326.43	\$42.03	\$336.22
Word Processing Operator	\$34.64	\$277.10	\$35.68	\$285.41	\$36.75	\$293.97	\$37.85	\$302.78	\$38.98	\$311.86

SIN 899-3: ENVIRONMENTAL/OCCUPATIONAL TRAINING SERVICES

Advanced Labor Rates

Labor Category	Year 1 May 99 - May 00		Year 2 May 00 - May 01		Year 3 May 01 - May 02		Year 4 May 02 - May 03		Year 5 May 03 - May 04	
	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate
Software Engineer - Level 1	\$ 39.47	\$ 315.80	\$ 41.05	\$ 328.43	\$ 42.69	\$ 341.57	\$ 44.40	\$ 355.23	\$ 45.11	\$ 369.44
Software Engineer - Level 2	\$ 45.24	\$ 361.98	\$ 47.05	\$ 376.43	\$ 48.94	\$ 391.49	\$ 50.86	\$ 407.16	\$ 52.93	\$ 423.44
Software Engineer - Level 3	\$ 49.97	\$ 399.78	\$ 51.97	\$ 415.76	\$ 54.05	\$ 432.36	\$ 56.21	\$ 449.87	\$ 58.46	\$ 467.66
Software Engineer - Level 4	\$ 53.96	\$ 431.66	\$ 56.12	\$ 448.84	\$ 58.36	\$ 466.90	\$ 60.70	\$ 485.58	\$ 63.12	\$ 505.00
Senior Training Analyst - Level 1	\$ 55.50	\$ 444.02	\$ 57.72	\$ 461.78	\$ 60.03	\$ 480.26	\$ 62.43	\$ 499.47	\$ 64.93	\$ 519.45
Senior Training Analyst - Level 3	\$ 70.73	\$ 565.82	\$ 73.56	\$ 588.46	\$ 76.50	\$ 612.00	\$ 79.66	\$ 638.48	\$ 82.74	\$ 661.93
Training Analyst - Level 1	\$ 38.23	\$ 305.64	\$ 39.76	\$ 318.08	\$ 41.35	\$ 330.80	\$ 43.00	\$ 344.03	\$ 44.72	\$ 357.79
Training Analyst - Level 2	\$ 43.17	\$ 345.32	\$ 44.89	\$ 359.14	\$ 46.69	\$ 373.50	\$ 48.58	\$ 388.44	\$ 50.50	\$ 403.98
Training Analyst - Level 3	\$ 48.53	\$ 388.25	\$ 50.47	\$ 403.78	\$ 52.46	\$ 419.83	\$ 54.59	\$ 438.73	\$ 56.77	\$ 454.20
Instructional Technologist - Level 1	\$ 29.61	\$ 238.88	\$ 30.79	\$ 246.36	\$ 32.03	\$ 256.21	\$ 33.31	\$ 266.46	\$ 34.64	\$ 277.12
Professional Engineer	\$ 85.19	\$ 681.49	\$ 86.99	\$ 706.76	\$ 88.74	\$ 737.10	\$ 90.54	\$ 766.99	\$ 92.28	\$ 797.25
Senior Scientist/Engineer - Level 1	\$ 60.46	\$ 483.65	\$ 62.68	\$ 503.00	\$ 65.39	\$ 523.12	\$ 68.01	\$ 544.04	\$ 70.73	\$ 565.90
Senior Scientist/Engineer - Level 3	\$ 70.32	\$ 562.56	\$ 73.13	\$ 585.06	\$ 76.06	\$ 608.48	\$ 79.10	\$ 632.83	\$ 82.26	\$ 658.14
Scientist/Engineer - Level 1	\$ 38.17	\$ 305.34	\$ 39.89	\$ 317.55	\$ 41.26	\$ 330.26	\$ 42.93	\$ 343.47	\$ 44.65	\$ 357.20
Scientist/Engineer - Level 2	\$ 45.95	\$ 365.23	\$ 47.48	\$ 379.64	\$ 49.38	\$ 395.03	\$ 51.36	\$ 410.64	\$ 53.41	\$ 427.27
Scientist/Engineer - Level 3	\$ 50.86	\$ 407.06	\$ 52.82	\$ 423.35	\$ 55.04	\$ 440.28	\$ 57.24	\$ 457.89	\$ 59.63	\$ 476.21
Survey Technician - Level 1	\$ 34.55	\$ 276.37	\$ 35.63	\$ 287.43	\$ 37.36	\$ 298.82	\$ 38.86	\$ 310.88	\$ 40.41	\$ 323.51
Survey Technician - Level 2	\$ 39.47	\$ 315.80	\$ 41.05	\$ 328.43	\$ 42.69	\$ 341.57	\$ 44.40	\$ 355.23	\$ 46.17	\$ 369.44
Survey Technician - Level 3	\$ 44.42	\$ 355.30	\$ 46.19	\$ 369.51	\$ 48.04	\$ 384.28	\$ 49.86	\$ 399.85	\$ 51.66	\$ 415.65
Sample Collector	\$ 32.08	\$ 259.62	\$ 33.36	\$ 268.86	\$ 34.70	\$ 277.56	\$ 36.08	\$ 288.08	\$ 37.53	\$ 300.21
Intern	\$ 20.54	\$ 164.30	\$ 21.36	\$ 170.86	\$ 22.21	\$ 177.71	\$ 23.10	\$ 184.82	\$ 24.03	\$ 192.21
Editor	\$ 25.68	\$ 206.30	\$ 26.89	\$ 213.51	\$ 27.76	\$ 222.06	\$ 28.87	\$ 230.93	\$ 30.02	\$ 240.17

Advanced Standard Courses

Course Length (hrs)	Minimum Participants	Maximum Participants	Cost for Minimum Participants	Cost per each additional person
40	20	24	\$11,900	\$576
24	20	30	\$7,840	\$362
8	20	30	\$2,820	\$130

Hazardous Waste Operations - HAZWOPER 40

Hazardous Waste Operations - HAZWOPER 24

Hazardous Waste Operations Refresher - HAZWOPER 8

GSA Federal Supply Schedule Pricelist

SIN 899-4: WASTE MANAGEMENT SERVICES
WESTON Labor Rates

Labor Category	Year 1 May 98 - May 00		Year 2 May 00 - May 01		Year 3 May 01 - May 02		Year 4 May 02 - May 03		Year 5 May 03 - May 04	
	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate	Gov't Hourly Rate	Gov't Daily Rate
Principal/Vice President	\$1,013.20									
Manager - Senior	\$926.11									
Manager	\$887.54									
Engineer - Senior	\$79.50	\$638.03	\$81.89	\$655.12	\$84.35	\$674.77	\$86.88	\$695.01	\$89.48	\$715.86
Engineer - Mid	\$71.15	\$599.20	\$73.28	\$608.28	\$75.48	\$603.87	\$77.75	\$621.98	\$80.08	\$640.64
Engineer - Junior	\$50.18	\$401.41	\$51.68	\$413.46	\$53.23	\$425.86	\$54.83	\$438.63	\$56.47	\$451.79
Scientist - Senior	\$89.60	\$556.84	\$71.89	\$573.54	\$73.84	\$590.75	\$76.06	\$608.47	\$78.34	\$626.73
Scientist - Mid	\$56.08	\$448.63	\$57.76	\$462.09	\$59.48	\$475.95	\$61.28	\$490.23	\$63.12	\$504.94
Scientist - Junior	\$41.32	\$330.50	\$42.56	\$340.48	\$43.84	\$350.69	\$45.15	\$361.21	\$46.51	\$372.05
Estimator	\$67.15	\$587.16	\$69.78	\$716.11	\$72.46	\$739.85	\$75.23	\$781.84	\$78.09	\$794.79
Principal Designer	\$77.74	\$621.91	\$80.07	\$640.57	\$82.47	\$659.18	\$84.95	\$678.58	\$87.50	\$698.06
Sr. Designer	\$58.95	\$471.69	\$60.72	\$485.75	\$62.54	\$499.33	\$64.42	\$513.34	\$66.35	\$526.90
Designer	\$53.32	\$428.58	\$54.82	\$438.56	\$56.37	\$448.25	\$57.96	\$458.11	\$59.61	\$468.10
Draftsperson III	\$31.21	\$248.89	\$32.15	\$257.18	\$33.11	\$264.90	\$34.11	\$272.85	\$35.13	\$281.03
CADD Operators	\$42.52	\$340.17	\$43.80	\$350.38	\$45.11	\$360.89	\$46.46	\$371.72	\$47.86	\$382.87
GIS Analysts	\$57.32	\$459.52	\$58.03	\$472.28	\$58.81	\$484.44	\$59.63	\$497.04	\$60.51	\$510.01
Graphics & Video Specialists	\$49.88	\$389.88	\$51.38	\$410.84	\$52.90	\$423.17	\$54.46	\$435.86	\$56.12	\$448.84
Technical Information Specialists	\$51.79	\$414.31	\$53.34	\$428.74	\$54.84	\$443.54	\$56.59	\$458.73	\$58.26	\$468.31
Computer Operator	\$31.79	\$254.28	\$32.74	\$261.91	\$33.72	\$269.77	\$34.73	\$277.86	\$35.77	\$286.29
Programmer/Analyst - Junior	\$42.94	\$343.50	\$44.23	\$353.80	\$45.55	\$364.41	\$46.92	\$375.35	\$48.33	\$386.61
Programmer/Analyst - Senior	\$65.87	\$527.79	\$67.85	\$543.83	\$69.89	\$559.80	\$72.05	\$576.73	\$74.25	\$594.03
Technical/Systems Specialists	\$78.36	\$610.88	\$78.85	\$623.20	\$81.01	\$646.08	\$83.44	\$667.52	\$85.94	\$687.53
Technical Editor - Junior	\$44.76	\$359.08	\$46.10	\$368.83	\$47.49	\$378.89	\$48.91	\$389.26	\$50.38	\$400.03
Technical Editor - Senior	\$63.61	\$508.91	\$65.52	\$524.18	\$67.49	\$539.81	\$69.51	\$556.10	\$71.60	\$572.78
Contract Administrator	\$68.14	\$569.11	\$69.72	\$581.78	\$71.39	\$594.68	\$73.12	\$609.01	\$74.95	\$624.08
Subcontract Administrator	\$83.61	\$688.81	\$85.52	\$704.19	\$87.49	\$719.81	\$89.51	\$735.80	\$91.59	\$752.78
Purchasing Agent/Buyer	\$44.87	\$359.00	\$46.22	\$369.78	\$47.81	\$380.86	\$49.04	\$392.28	\$50.51	\$404.05
Financial/Cost Analyst - Senior	\$69.71	\$549.71	\$70.78	\$560.20	\$72.86	\$571.88	\$75.09	\$583.86	\$77.34	\$596.29
Financial/Cost Analyst - Mid	\$48.79	\$398.35	\$51.29	\$410.30	\$52.83	\$422.61	\$54.41	\$435.29	\$56.04	\$448.34
Financial/Cost Analyst - Junior	\$37.61	\$300.85	\$38.74	\$309.88	\$39.90	\$319.18	\$41.06	\$328.75	\$42.39	\$338.81
Technician - Senior	\$47.52	\$380.17	\$48.85	\$391.57	\$50.42	\$403.32	\$51.80	\$415.42	\$53.40	\$427.86
Technician - Mid	\$34.66	\$277.42	\$35.72	\$285.75	\$36.79	\$294.33	\$37.89	\$303.16	\$39.03	\$312.25
Technician - Junior	\$20.89	\$167.11	\$21.52	\$172.13	\$22.16	\$177.29	\$22.83	\$182.61	\$23.51	\$188.09
Administrative Assistant	\$37.34	\$298.73	\$38.46	\$307.69	\$39.62	\$316.82	\$40.80	\$326.43	\$42.03	\$336.22
Word Processing Operator	\$34.64	\$277.10	\$35.68	\$285.41	\$36.75	\$293.87	\$37.85	\$302.78	\$38.98	\$311.89

**I-R10-10-M (10/97)
CLAUSES INCORPORATED BY REFERENCE**

Notice - The following contract clauses pertinent to this section are hereby incorporated by reference:

- 52.203-3 Gratuities (4/84)
- 52.204-2 Security Requirements (04/84)
- 52.204-4 Printing/Copying Doubled-Sided on Recycled Paper (5/95)
- 52.208-9 Contractor use of Mandatory Sources of Supply (03/96)
- 52.225-14 Inconsistency Between English Version & Transiation of Contract (08/89)
- 52.229-1 State & Local Taxes (04/84)
- 52.229-6 Taxes - Foreign Fixed Price Contracts (01/91)
- 52.247-34 F.O.B. Destination (11/91)
- 552.229-72 Federal Excise Tax - DC Govt (02/90)
- 552.246-73 Warranty - MAS (02/96)
- 552.246-74 Warranty - International MAS (05/89)

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- b) The permissible variation shall be limited to:
 - * __0__ * percent increase
 - * __0__ * percent decrease

This increase or decrease shall apply to * _ALL SINS_ *.

52.215-06 (10/97)**PLACE OF PERFORMANCE:**

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address,
City, County, State, and Zip Code)

Name and Address of Owner and Operator of the
Plant or Facility if Other than Offeror or Respondent

52.215-20 (1/97) ALT IV (10/95) VAR I (8/97)**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
- (1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule).
 - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Table 515-1 of the GSA Acquisition Regulation; or submit information in the Offeror's own format.
 - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of prices(s). Access does not extend to Offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

52.215-21 (10/95) ALT IV (1/97) VAR I (8/97)**REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: (Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), may be used for information other than cost or pricing data.)
- (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplied or services proposed in order to determine the reasonableness of price(s). Access does not extend to the Contractor's determination of the prices to be offered in the catalog or marketplace.

52.216-18 ORDERING (10/95):

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.

52.216-19 (10/95) (VARIATION II - 10/95)**ORDER LIMITATIONS:**

- (a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor the Contractor obligated to furnish, those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) **Maximum order.** The maximum order will be negotiated individually for each contract. The limits will be established based on the concessions granted by the Contractor. The Contractor is not obligated to honor any order when the dollar value of any single item ordered, whether ordered separately or in combination with other items, exceed the dollar amounts set forth below for the items indicated.

The maximum order will be negotiated to one of the levels shown for each Special Item Number, depending on the concessions offered.

ITEM NUMBER/SIN	MAXIMUM ORDER
<u>899-1 - 899-6</u>	<u>\$1,000,000</u>
<u>899-1 - 899-6</u>	<u>\$5,000,000</u>

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 (VARIATION - 10/95)**INDEFINITE QUANTITY:**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum".
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (AUG 1998)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 (02/97)**NOTICE TO THE GOVERNMENT OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-29 (04/84)**NOTIFICATION OF VISA DENIAL**

It is a violation of Executive Order 11246, as amended, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where the work is to be performed or for whom the work will be performed (41 CFR 60-1.10). The Contractor agrees to notify the Department of State, Washington, D.C. Attention: Director, Bureau of Politico-Military Affairs, and the Director, Office of Federal Contract Compliance Programs, when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

52.225-11 (10/96)**RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**

- (a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive Order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea and Sudan.

52.225-11 (10/96) (Continued)

- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.
- (c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

52.228-5 (01/97)**INSURANCE—WORK ON A GOVERNMENT INSTALLATION**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.232-17 (06/96)**INTEREST**

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 (01/86)**ASSIGNMENT OF CLAIMS**

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

552.232-23 (05/89)**ASSIGNMENT OF CLAIMS**

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, no claim(s) for amounts due or to become due under this contract, shall be assigned by the Contractor; but it shall be permissible for the Contractor to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any delivery order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment shall be effective only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Contracting Officer issuing the delivery order and the finance office designated in the delivery order to make payment. Unless otherwise stated in the delivery order, payments to an assignee of any amounts due or to become due under any delivery order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.237-2 (04/84)**PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 (07/95)**BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.247-39 (4/84)**F.O.B. INLAND POINT, COUNTRY OF IMPORTATION**

- (a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.
- (b) The Contractor shall—
- (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;
 - (2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and
 - (ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and
 - (3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

552.211-74 CHARGES FOR MARKING (02/96)

The rate provided for in paragraph (b) of 48 CFR 552.211-73, Marking, is \$40.00 per man-hour or fraction thereof.

552.211-75 (2/96)**PRESERVATION, PACKAGING, AND PACKING**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

552.211-77 (2/96)

PACKING LIST

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of the consignor; (2) Name and complete address of the consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).
- (b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card."

552.211-78 (2/96) (Tailored)

COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)

- (a) Time of Delivery. The contractor shall deliver to destination with the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the Schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "STATED" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS
(Special Item Number or
Nomenclature)

GOVERNMENT'S STATED
DELIVERY TIME
(DAYS ARO)

CONTRACTOR'S NORMAL
COMMERCIAL DELIVERY
TIME

ALL

TO BE STATED IN TASK ORDER

552.212-71 (8/97)

**CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF
COMMERCIAL ITEMS**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

- 552.203-70 Restriction on Advertising
- 552.211-73 Marking
- 552.215-70 Examination of Records by GSA
- 552.215-71 Examination of Records by GSA (Multiple Award Schedule) (See full text version)
- 552.215-72 Price Adjustment--Failure to Provide Accurate Information (See full text version)
- 552.219-71 Allocation of Orders--Partially Set-Aside Items
- 552.228-75 Workmen's Compensation
- 552.229-70 Federal, State, and Local Taxes
- 552.232-8 Discounts for Prompt Payment
- 552.232-23 Assignment of Claims (See full text version)
- 552.232-70 Invoice Payments (See full text version)
- 552.232-77 Availability of Funds

552.212-71 (8/97) (Continued)

- 552.232-78 Adjusting Payments
- 552.232-79 Final Payment
- 552.237-70 Qualification of Offerors

- 552.237-71 Qualifications of Employees
- 552.238-72 Contractor's Report of Sales (See full text version)
- 552.238-74 Submission and Distribution of Authorized FSS Schedule Price List (See full text version)
- 552.238-76 Price Reductions (See full text version)
- 552.242-70 Status Report of Orders and Shipments
- 552.243-72 Modifications (Multiple Award Schedule) (See full text version)
- 552.246-73 Warranty—Multiple Award Schedule (See full text version)
- 552.246-76 Warranty of Pesticides

552.215-72: EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE)(AUG 1997)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 Price adjustment – Failure to provide accurate information

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

- (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
- (2) submit information that was current, accurate, and complete; or
- (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted under to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States –

- (1) The amount of the overpayment; and
- (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.216-71 (2/96) (Alternate I)**ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS:**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases result from a reissue or other modification of the Contractor's commercial catalog price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12 month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 5 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d), above, are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall not be effective until signed by the Government. The Contractor shall not issue a new catalog/pricelist to the addressees previously furnished by the Contracting Officer until they have been issued a signed modification. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-73 (6/94) (Alternate II - 6/94)

PLACEMENT OF ORDERS:

- (a) Delivery orders under this contract may be placed by either the using Federal agencies or the General Services Administration's Federal Supply Service (FSS).
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration
 Systems Inventory and Operations Management Center (FCS)
 Washington, DC 20406

Telephone:(703) 305-7741
 FAX:(703) 305-7720

552.216-74 (6/94) (Alternate II - 6/94)

ORDERING INFORMATION:

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either () facsimile transmission or () computer-to-computer Electronic Data Interchange (EDI).
- (b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

- (c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

552.216-74 (6/94) (Alternate II - 6/94) (Continued)

- a) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES () NO ()

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

(End of Provision)

552.219-74 Goals for Subcontracting Plan.

delete
See Amendment 4

As prescribed in 519.708(c), insert the following provision:

GOALS FOR SUBCONTRACTING PLAN (DEC 1995)

(a) Maximum practicable utilization of small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally, i.e. for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, small disadvantaged, and women-owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

- Small Business _____ percent
- Small Disadvantaged Business _____ percent
- Women-Owned Small Business _____ percent

NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will -

552.219-74 (Continued)

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, small disadvantaged, and women-owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

550,219,74

Goals for Subcontracting Plan.

Alternate I (DEC 1995)

The Contracting Officer, as prescribed in 519.708(c), shall delete paragraph (b) of the basic provision and redesignate paragraphs (c) and (d) as paragraphs (b) and (c).

As prescribed in 519.708(c), insert the following provision:

GOALS FOR SUBCONTRACTING PLAN (DEC 1995) (ALTERNATE I – DEC 1995)

- (a) Maximum practicable utilization of small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

- (b) In determining the acceptability of any subcontract plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, small disadvantaged, and women-owned small business concerns; and

Amendment 1

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of Provision)

ATTEN DMM 1

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

552.232-70 (3/98)

INVOICE PAYMENTS

(a) The due date for making invoice payments by the designated payment office is:

(1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(2) For all other orders, the later of the following two events:

(i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810).

(3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.

(c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(d) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

552.232-80 (12/89)

PAYMENT BY PURCHASE CARD (VARIATION I—MAR 1998)

(a) Definitions: "Government purchase card" means a uniquely numbered credit card issued to named individual Government employees or entities to pay for official Government purchases.

"Oral delivery order" means an order placed orally either in person or by telephone, which is paid for by Government purchase card.

(b) Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. This is not intended to limit the acceptance of the Government purchase card under this contract for dollar amounts that exceed this threshold if otherwise agreeable between the Contractor and the customer; therefore, contractors are encouraged to accept payment by the Government purchase card for all orders. If the Contractor is unwilling to accept payment by the Government purchase card for a delivery order, the Contractor must so advise the ordering agency within 24 hours of receipt of order.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

552.238-72 (04/98)

CONTRACTOR'S REPORT OF SALES

- (a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-77).
- (b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.
- (c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.
- (d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from: Department of the Treasury, Financial Management Service, International Funds Branch, 3700 East-West Highway, PGCI, Room 5A19, Hyattsville, MD 20782, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>
- (e) The report is due 30 days following the completion of the reporting period. The Contractor must provide a close-out report within 120 days after the expiration date of the contract. This close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

NOTE: FEE (IFF) will not be charged on Travel. On report break-out the fee being. VS

552.238-74 (07/98)**SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS**

- (a) **Definition.** For the purposes of this clause, the Mailing List is *_OOSC 8714_*.
- (b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
- (c) (1) ~~The Contractor shall provide to the GSA Contracting Officer:~~
- (i) Two paper copies of Authorized FSS Schedule Pricelist; and
 - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (2) The Contractor shall provide to each addressee on the mailing list either:
- (i) One paper copy of the Authorized FSS Schedule Price List; or
 - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line ~~Multiple~~ Award Schedule electronic data base.
- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

552.238-75 (09/94)**IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES**

- (a) **Definitions.** "Energy-efficient office equipment," as used in this clause, means office equipment that, in representative use, provides equivalent or better performance and value to users, but uses significantly less energy than most functionally equivalent models.

"Recovered materials," as used in this clause, means waste material and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused, within an original manufacturing process (42 U.S.C. 6903(19)). For paper, it also includes postconsumer materials, and manufacturing and certain other wastes. (42 U.S.C. 6962(h)).

"Remanufactured products," as used in this clause, means equipment or parts that have been factory remanufactured or rebuilt to meet new equipment or part performance specifications and have had no use subsequent to their remanufacture.

552.238-75 (09/94) (Continued)**IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES**

- (b) The offeror shall identify in its offer and include in any commercial catalogs and pricelists and any resultant Government catalogs or pricelists submitted to the Contracting Officer, energy-efficient office equipment and supplies that contain recovered material, remanufactured products, or other environmental attributes. Examples of energy-efficient office equipment are microcomputers and associated equipment that meet the requirements of the Environmental Protection Agency's (EPA's) Energy Star Computers Program. Supplies that contain recovered materials and other environmental attributes include, but are not limited to, products identified in EPA procurement guidelines (40 CFR Subchapter I) and products that are either degradable, ozone safe, recyclable, contain low volatile organic content compounds, contribute to source reduction, or otherwise are designed or manufactured to achieve environmental improvement. For example, an offeror can identify products that are safe or safer alternatives for more toxic or hazardous products and products that can be substituted for ones manufactured with toxic or hazardous materials. Such supplies shall satisfy the guidance contained in 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims.
- (c) An offeror, in identifying an item with an environmental attribute, shall possess evidence or rely upon a reasonable basis to substantiate the claim (see 16 CFR 260.5). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—
- (1) Participation in a Federal agency sponsored program, e.g., EPA's Energy Star Computer program;
 - (2) Verification by an independent organization that specializes in certifying such claims; or
 - (3) Possession of competent and reliable evidence. For any test, analysis, research, study or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-76 (10/94)**PRICE REDUCTIONS**

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

552.238-76 (10/94) (Continued)
PRICE REDUCTIONS

- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—
- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that was the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales—
- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order limitation specified in this contract;
 - (2) To Federal agencies; or
 - (3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

552.238-77 (04/98)**INDUSTRIAL FUNDING FEE**

- (a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-72, Contractor's Report of Sales. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. *NOTE*
- (b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-72 at the time the close-out report is submitted to GSA.
- (c) The contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.

552.238-77 (04/98) (Continued)
INDUSTRIAL FUNDING FEE

(1) If paying the IFF by check, the Contractor must forward the check to the following address:

~~General Services Administration,~~
~~Accounts Receivable Branch~~
P.O. Box 70500
Chicago, IL 60673-0500.

(2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-576-3690 to make arrangements.

- (d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).
- (e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.

552.243-72 (08/97)
MODIFICATIONS (MULTIPLE AWARD SCHEDULE)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

- (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
- (ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
- (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
- (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules).
- (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-06, Place of Performance.
- (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data; and 552.223-71, Hazardous Material Information; and as requested by the Separate Charge for Performance Oriented Packaging clause of this contract, if applicable.

**552.243-72 (08/97) (Continued)
MODIFICATIONS (MULTIPLE AWARD SCHEDULE)**

- (vii) Recovered Material estimate(s) and certification (if applicable) must be submitted as required by 52.223-8 (or 52.223-8 (ALT I) or 52.223-8 (ALT II), Estimate of Percentage of Recovered Material for Designated Items to be used in the Performance of the Contract; and 52.223-9, Certification of Recovered Material Content for EPA Designated Items used in Performance of the Contract.
- (viii) Any information requested by 52.212-3(f), Offerors Representations and Certifications - Commercial Items, that may be necessary to assure compliance with 52.225-9, Trade Agreements Act.
- (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
- (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of subparagraph (c)(1) of the Price Reduction clause at 552.238-76. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.
- (c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reduction clause at 552.238-76.
- (d) Electronic file updates. The Contractor shall update electronic file submissions to reflect all modifications. Except for price reductions and corrections, the Contractor shall obtain the contracting officer's approval before transmitting changes. Contract modifications will not be made effective until updates to electronic files are received. Price reductions and correction may be transmitted without prior approval. However, the contracting officer shall be notified as set forth in the Price Reduction clause at 552.238-76.
- (e) Amendments to paper Federal Supply Schedule Price Lists. The Contractor shall distribute a supplemental paper Federal Supply Schedule Price List reflecting accepted changes within 15 days after the effective date of the modification. At a minimum, distribution shall be made to these ordering activities that previously received the basic document. In addition, two copies of the supplemental price list shall be submitted to the contracting officer, and one copy shall be submitted to the FSS Schedule Information Center.

**552.246-73 (02/96)
WARRANTY—MULTIPLE AWARD SCHEDULE**

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list will apply to this contract.

**552.246-74 (05/89)
WARRANTY—INTERNATIONAL MULTIPLE AWARD SCHEDULE**

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except: (a) the Contractor shall provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product; (b) parts and labor required under the warranty provisions shall be supplied free of charge; (c) transportation costs of returning the products to and from the repair facility, or the costs involved with contractor personnel traveling to the Government facility for the purpose of repairing the product onsite shall be borne by the Contractor during the 90-day warranty period.

**D-FSS-471 (04/84)
MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT**

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.

- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

E-FSS-522 (03/96)**INSPECTION AT DESTINATION**

- (a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.
- (b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.
- (c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

**F-FSS-202-F (4/84)
DELIVERY PRICES**

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

**F-FSS-230 (01/94)
DELIVERIES TO THE U.S. POSTAL SERVICE**

- (a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

**F-FSS-736-A (10/88)
EXPORT TRAFFIC RELEASE**

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

