

Introduction

JW Associates Inc. (JWA) is a small, woman-owned company founded in 1991. We help our clients efficiently achieve their natural resource project goals and objectives in a timely manner. We work closely and collaboratively with our clients, stakeholders, and business partners. We offer the best possible natural resource expertise using a “best management practices” approach. Our streamlined company structure maximizes flexibility and efficiency on our projects.

This document provides information on JWA's GSA Environmental Services contract.

Services Provided

JWA is a small, woman-owned company located in Summit County, Colorado. For the past 14 years our primary business has been managing all aspects of National Environment Policy Act (NEPA) projects for the Federal Land Management Agencies. This work has included extensive agency interaction and coordination. During the course of these projects, we have developed extensive experience in running public meetings, organizing and running interdisciplinary teams and meetings, completing analyses, providing communication, producing draft and final EISs, and completing content analyses and responses to public comments. We have also been responsible for many of the technical studies including; watershed assessments, recreational studies, fire/fuels management.

We have experience and skilled professionals to provide the following services;

Environmental Planning & Compliance

JWA provides expert services in the National Environmental Policy Act, Endangered Species Act, Clean Water Act, and many others. We have completed several large EISs as well as smaller EAs. Brad Piehl has been identified as a Subject Matter Expert on NEPA by the US Forest Service.

Watershed/Landscape Assessments

JWA has used innovative approaches to landscape-scale assessments that result in prioritizing watersheds based upon key issues. These projects have been completed within challenging schedules when required.

Recreation

JWA has experience with trail planning, visitor and tourism market research, recreation economics and policy analysis, and off-highway vehicle (OHV) planning. We have provided innovative approaches to OHV route designation, and to collaborative, multi-jurisdictional planning projects.

Public Involvement/ Facilitation

JWA has been involved with diverse projects addressing controversial issues. We have experience in planning and conducting public meetings, public scoping, and content analysis of public comment on large controversial projects. We have also provided facilitation for collaborative processes within projects.

Hydrology

JWA has provided expertise for many aspects of hydrologic analyses. We have provided technical services in wildland hydrology, reservoir modeling, stream modeling and surveys. We have completed analysis for sediment yield, peakflow and water yields, as well as erosion predictions. We have also completed large-scale geomorphic evaluations.

Fire/Fuels/Forestry

JWA has extensive experience in forest restoration and wildfire risk reduction projects, especially in the southwest ponderosa pine forest. We have completed several large-scale forest planning projects for forest restoration. We provide reasonable approaches to fire/fuels management at all planning levels.

Specific GSA Services

JWA provides the following services under this contract.

SIN 899-1: Environmental Planning Services & Documentation

1. NEPA documents
2. Endangered Species Act (ESA) surveys and documents
3. Watershed and other Natural Resource Management Plans
4. Archeological and/or Cultural Resource Management Plans
5. Environmental Program Management and Environmental Regulation Development
6. Economic, Technical and/or Risk Analysis
7. Vulnerability Assessments
8. Public Involvement/Facilitation
9. Landscape or Watershed Assessments
10. Recreation Planning
11. Socioeconomic planning and documents

Personnel

JWA has four full-time staff that are listed below. We have successfully used part-time staff in situations where we need additional help. If we see a need to hire more full-time staff then we will research our clients' needs and the available people for hire. A careful decision will be made to hire additional staff as we do not want to burden our current clients with additional overhead.

Our current staff has worked successfully on many large projects including some with very demanding schedules. As a very small business we depend on our quality of work to provide for future opportunities. This means that we will make sure that we have the best staff on the project to ensure quality and meet the schedule and budget.

Jessica Wald

Jessica Wald is the president of J.W. Associates. Her experience includes the creation and implementation of public involvement strategies on many controversial projects. She is also an experienced project manager, having led many large, interdisciplinary EISs for federal agencies. Jessica has 15 years of consulting experience and holds an MS in Water Resources Engineering from the University of Colorado.

Brad Piehl

Brad Piehl is a project manager, hydrologist and NEPA expert. He has managed many large and small NEPA projects, and is considered a NEPA expert by several public agencies. Brad's specialty is in developing innovative approaches to landscape level assessments that result in prioritizing projects at

the watershed and subwatershed level. He has managed projects at the landscape level, EIS, EA and policy analysis for federal agencies and private clients. Brad has 19 years of consulting experience and holds an MS in Forest Engineering from Oregon State University.

John Baas

Dr. John Baas is a project manager and recreation expert. He has experience conducting academic research, teaching and training professionals, managing interdisciplinary projects, ensuring regulatory compliance, and strategic environmental planning. This unique mix of skills and experience enables Dr. Baas to solve a variety of problems. He has recently worked on several OHV projects. John has 19 years of experience and holds a PhD from Oregon State University.

Laura Scotford

Laura Scotford is a fire/ fuels and forestry expert. Laura has worked for several federal agencies and therefore has a understanding of federal land management. She has provided silvicultural, fire/fuels, air quality and botany technical services on many large and small projects. Laura has 18 years of experience and holds a MF degree from Oregon State University.

Subcontractors

JWA uses subcontractors when our clients have a technical need that we do not have the expertise to provide. We have been very successful at subcontracting. For the Idaho Panhandle National Forests EIS projects discussed above we subcontracted more than \$500,000 of work to seven different companies. We have relationships with a large number of small subcontractors that will provide high quality services when needed.

Contact Information

For further information please contact;

Brad Piehl

PO Box 3759

431 Silver Circle

Breckenridge, CO 80424-3759

Phone 970.406.0085

jwawater@jw-associates.org

Contract Information and Pricing

GSA contract number: GS-10F-0108S

DUNS Number: 623792371

Minimum order \$100.00

Maximum order \$1,000,000.00

JWA's labor rates are presented in Table 1. The rates shown are fully burdened labor rates.

Table 1. GSA Contract Labor Rates for Sins 899-1

Labor Category	Labor Rates (\$/hour)	Duties/ Responsibilities	Education Requirements	Experience Requirements
Partner	\$ 110.00	Client and project management that require special skills or experience	MS degree	>15 years
Senior Project Manager	\$ 100.00	Manage large complex projects	MS degree	15 years
Project Manager	\$ 90.00	Manage all aspects of projects	MS degree	10 years
Senior Scientist	\$ 80.00	Technical lead for projects and scientist duties	BS degree	10 years
Scientist	\$ 70.00	Author reports and junior scientist duties	BS degree	5 years
Junior Scientist	\$ 60.00	Complete technical analyses	BS degree	none
GIS	\$ 75.00	GIS mapping and analyses	BS degree	5 years with ESRI products
Other Support	\$ 50.00	Document and technical support	none	none
	Totals			

THE SERVICE CONTRACT ACT (SCA) IS APPLICABLE TO THIS CONTRACT AS IT APPLIES TO THE ENTIRE ENVIRONMENTAL SERVICES SCHEDULE AND ALL SERVICES PROVIDED. WHILE NO SPECIFIC LABOR CATEGORIES HAVE BEEN IDENTIFIED AS BEING SUBJECT TO SCA DUE TO EXEMPTIONS FOR PROFESSIONAL EMPLOYEES (FAR 22.1101, 22.1102 AND 29 CRF 541.300), THIS CONTRACT STILL MAINTAINS THE PROVISIONS AND PROTECTIONS FOR SCA ELIGIBLE LABOR CATEGORIES. IF AND / OR WHEN THE CONTRACTOR ADDS SCA LABOR CATEGORIES / EMPLOYEES TO THE CONTRACT THROUGH THE MODIFICATION PROCESS, THE CONTRACTOR MUST INFORM THE CONTRACTING OFFICER AND ESTABLISH A ACA MATRIX IDENTIFYING THE GSA LABOR CATEGORY TITLES, THE OCCUPATIONAL CODE, SCA LABOR CATEGORY TITLES AND THE APPLICABLE WD NUMBER. FAILURE TODO SO MAY RESULT IN CANCELLATION OF THE CONTRACT."

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

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 (those noted are incorporated in full elsewhere in this solicitation)

(a) Provisions.

* * 552.237-70 Qualifications of Offerors

(b) Clauses.

- * * 552.203-71 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)
- * * 552.215-72 Price Adjustment —Failure to Provide Accurate Information
- * * 552.219-70 Allocation of Orders—Partially Set-Aside Items
- * * 552.228-70 Workers' Compensation Laws
- * * 552.229-70 Federal, State, and Local Taxes
- * * 552.232-8 Discounts for Prompt Payment
- * * 552.232-23 Assignment of Claims
- * * 552.232-71 Adjusting Payments
- * * 552.232-72 Final Payment
- * * 552.232-73 Availability of Funds
- * * 552.237-71 Qualifications of Employees
- * * 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List **(In Full Text)**
- * * 552.232-78 Payment Information
- * * 552.238-74 Industrial Funding Fee and Sales Reporting **(In Full Text)**
- * * 552.238-75 Price Reductions **(In Full Text)**
- * * 552.242-70 Status Report of Orders and Shipments
- * * 552.243-72 Modifications (Multiple Award Schedule) **(In Full Text)**
- * * 552.246-73 Warranty—Multiple Award Schedule
- * * 552.246-76 Warranty of Pesticides

C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

- 3 GRATUITIES (APR 1984)
- 2 SECURITY REGULATIONS (AUG 1996)
- 4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

- 52.208-9 CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY FOR SERVICES (FEB 2002)

- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JULY 1995)

- 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- 1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE SERVICE (FEB 1999)

- 29 NOTIFICATION OF VISA DENIAL (JUNE 2003)

- 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
[This clause is applicable to professional services only]

- 1 PRIVACY ACT NOTIFICATION (APR 1984)
[This clause is applicable when the design, development or operation of a system of records on individuals is required to accomplish an agency function]

- 52.224-2 PRIVACY ACT (APR 1984)
[This clause is applicable when the design, development or operation of a system of records on individuals is required to accomplish an agency function]

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACTS (FEB 2000)

- 1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

- 19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987)

- 52.229-1 STATE AND LOCAL TAXES (APR 1984)

- 7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) ALTERNATE II (FEB 2002)
[This clause applies to time and materials or labor-hour task orders issued under the contract]

- 17 INTEREST (JUN 1996)
- 37 MULTIPLE PAYMENT ARRANGMENTS (MAY 1999)
- 1 SITE VISIT (APR 1984)
[This clause is applicable when services are performed on Government installations]
- 2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
[This clause is applicable when services are performed on Government installations]
- 3 CONTINUITY OF SERVICES (JAN 1991)
[This clause is applicable to services]
- 10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
[This clause is applicable to professional services only]
- 13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP WORK ORDER (AUG 1989)
- 4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)
[This clause is applicable to services only]
- 52.246-6 INSPECTION –TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
[This clause is applicable to time-and-material and labor-hour task orders]

C.5 IFSS103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.
- (b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.
- (c) Offerors are requested to check one of the following boxes:
 - Contractor will provide domestic and overseas delivery.
(Refer to clause IFSS108, Clauses for Overseas Coverage.)
 - Contractor will provide overseas delivery only.
(Refer to clause IFSS108, Clauses for Overseas Coverage.)
 - Contractor will provide domestic delivery only.
- (d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)
- (e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(1)The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by

GSA Environmental Services Contract Information

Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

- (f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause IFSS-106, Guaranteed Minimum, contained elsewhere in this contract.

C.6 I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

C.7 552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
 - (1) Executive agencies.
 - (2) Other Federal Agencies.
 - (3) Mixed-ownership Government corporations.
 - (4) The District of Columbia.
 - (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
 - (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.
- (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
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

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

C.9 G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

C.10 552.216-73 ORDERING INFORMATION (ALT II) (SEP 1999)

- (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.

Brad Piehl
PO Box 3759
Breckenridge, Colorado 80424-3759

- (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.

Brad Piehl
PO Box 3759
Breckenridge, Colorado 80424-3759

- (e) 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.

C.11 52.216-18 ORDERING (OCT 1995)

- (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 in the Schedule. Such orders may be issued from the Date of Award through Contract Expiration.
- (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 or task 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, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.12 52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is 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 Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
All Items	\$5,000,000

- (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) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.13 I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall—
 - (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
 - (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract..
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.23874.

C.15 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (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.

C.16 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Definitions. As used in this clause—

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record “Active”.
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State and Zip Code.

GSA Environmental Services Contract Information

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial

registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

C.17 IFSS646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPA's may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

C.18 I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

C.19 552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

C.20 552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

- (a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

JW Associates Inc.
PO Box 3759
Breckenridge, Colorado 80424-3759

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.
- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

C.21 552.232-77 PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)

- (a) Definitions.
 - “*Governmentwide commercial purchase card*” means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.
 - “*Oral order*” means an order placed orally either in person or by telephone.
- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) 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 under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

C.22 552.232-74 INVOICE PAYMENTS (SEP 1999)

- (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:

GSA Environmental Services Contract Information

- (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) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (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) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) 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.

C.23 552.238-71 SUBMISSION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION JUL 2004)

- a) The Contracting Officer will return one copy of the Authorized FSS Schedule Price List to the Contractor with the notification of contract award.
- b) The Contractor shall provide to the GSA Contracting Officer
 - (i) Two paper copies of Authorized FSS Schedule Price List; and
 - (ii) The Authorized FSS Schedule Price List 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.

- c) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Price List to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

C.24 I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)

(a) Electronic Contract Data.

- (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.23871, Submission and Distribution of Authorized FSS Schedule Price Lists.
- (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virusfree; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause IFSS597, GSA Advantage! for further information.
- (3) Further details on EDI, ICs, and GSA Advantage! can be found in clause IFSS599, Electronic Commerce.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
- (5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

- (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.23871, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).
- (2) The Contractor must prepare a Federal Supply Schedule Price List by either:
 - (i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or
 - (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):
 - (i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an

GSA Environmental Services Contract Information

electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include tollfree WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

- (ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.
- 1a. Table of awarded special item number(s) with appropriate crossreference to item descriptions and awarded price(s).
 - 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
 - 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
 2. Maximum order.
 3. Minimum order.
 4. Geographic coverage (delivery area).
 5. Point(s) of production (city, county, and State or foreign country).
 6. Discount from list prices or statement of net price.
 7. Quantity discounts.
 8. Prompt payment terms.
 - 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
 - 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
 10. Foreign items (list items by country of origin).

GSA Environmental Services Contract Information

- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2day delivery. The Contractor will indicate whether overnight and 2day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
21. List of service and distribution points (if applicable).
22. List of participating dealers (if applicable).
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number.
26. Notification regarding registration in Central Contractor Registration (CCR) database.

GSA Environmental Services Contract Information

27. Uncompensated Overtime. (Indicate if used).

- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
- (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.
- (6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.2124 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
- (7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**