

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1   54
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 06-Aug-2015	4. REQUISITION/PURCHASE REQ. NO. N3057115RC25902		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVSUP FLC NORFOLK CONTRACTING PHILADELPHIA OFFICE 700 ROBBINS AVENUE, BLDG 2B PHILADELPHIA PA 19111-5083	CODE N00189	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N00189-15-Q-Z045	
		X	9B. DATED (SEE ITEM 11) 24-Jul-2015	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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 <u>1</u> 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)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make corrections to RFQ as well as publish questions and answers to the RFQ. For additional information, see summary of changes. The deadline for questions is 4:00 pm (Eastern), 19 August 2015.				
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED  06-Aug-2015	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES**(1) Q1: Please clarify, is the contract start date September 1, 2015 or November 15, 2015.**

A1: The anticipated contract start date is 15 November 2015.

The PWS Section C.2.1 Period of Performance has been corrected to read:

Base period of performance is twelve (12) months from 15 November 2015 or date of award whichever is later.

**(2)** CLINS 0003, 0006, 0009, 0012, and 0015 for “Data I/A/W CDRL, DD Form 1423, Exhibit A” are corrected to include Not Separately Priced (NSP).

**(3)** Added INSTRUCTIONS OF OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1)(JAN 2006), the following is added:

NOTE: All references to “offeror(s)” and “offer” are replaced with “quoter(s)” and “quote” respectively.

**(4) Section L**

(2) Volume II - Price Quote, (a) is amended as follows:

FROM:

This volume shall include the completed solicitation documents with all supporting information.

TO:

This volume shall include the completed solicitation documents with all supporting information. The price quote should include G&A on Material and ODCs.

**(5) Section L**

(2) Volume II - Price Quote, (a) is amended as follows:

FROM:

(a) Separate price information shall be submitted for each time period specified in the pricing pages of the solicitation. Quoter is to provide FFP quote based on the estimated quantity of courses and trainings found in Section B and again in the chart below:

TO:

(a) Separate price information shall be submitted for each time period specified in the pricing pages of the solicitation. Quoter is to provide FFP quote **per course** based on the estimated quantity of courses and trainings found in Section B and again in the chart below:

#### SECTION SF 1449 - CONTINUATION SHEET

#### SUPPLIES OR SERVICES AND PRICES

##### CLIN 0003

The CLIN extended description has changed from Base Period - Data in accordance with CDRL, DD FORM 1423 Exhibit A to Base Period - Data in accordance with CDRL, DD FORM 1423 Exhibit A. Data is Not Separately Priced..

##### CLIN 0006

The CLIN extended description has changed from Option Period 1 - Data in accordance with CDRL, DD FORM 1423 Exhibit A to Option Period 1 - Data in accordance with CDRL, DD FORM 1423 Exhibit A. Data is Not Separately Priced.

##### CLIN 0009

The CLIN extended description has changed from Option Period 2 - Data in accordance with CDRL, DD FORM 1423 Exhibit A to Option Period 2 - Data in accordance with CDRL, DD FORM 1423 Exhibit A. Data is Not Separately Priced..

##### CLIN 0012

The CLIN extended description has changed from Option Period 3 - Data in accordance with CDRL, DD FORM 1423 Exhibit A to Option Period 3 - Data in accordance with CDRL, DD FORM 1423 Exhibit A. Data is Not Separately Priced..

The following have been modified:

CONTINUATION SHEET

#### NOTES TO QUOTERS

1. This requirement will be procured pursuant to the Federal Acquisition Regulations (FAR) Subpart 13.5 – Test Procedures for Certain Commercial Items.
2. This requirement is a total small business set-aside. The applicable NACIS CODE is 611430 and the applicable size standard is \$11,000,000.00.
3. Quotations should be received by the date and time specified on the cover page of this document, unless revised by written amendment. Quotations should be addressed and delivered to the following location:

NAVSUP Fleet Logistics Center Norfolk, Contracting Dept., Philadelphia Office  
700 Robbins Ave., Bldg. 2B  
Philadelphia, PA 19111-5083  
Attn: Ms. Janice Sheldon, Code 270.1E

**THE OUTER PACKAGE OF THE QUOTATION SHOULD BE MARKED:  
RFQ N00189-15-Q-Z045**

Quotes are to be submitted to the Contracting Officer in hard copy on or before the closing date cited in the RFQ. Faxes, e-mails, and/or responses through NECO or any other method other than that set forth in this provision are NOT ACCPETABLE.

Hand-carried quotes are NOT encouraged. The Contracting Office is located on a secured compound. Only personnel with current DOD Common Access Cards (CACs) or appropriate military credentials will be able to access the compound. There will be no ability to drop off the quotes outside the compound.

The Contracting Office is located on a secure compound; the use of commercial carriers that typically deliver to the secured compound (e.g. FedEx), is suggested.

**4. DEADLINE FOR QUESTIONS**

All questions regarding the subject RFQ should be received No Later Than (NLT) Close of Business (COB) [4:00 PM Eastern], on 19 August 2015. All questions are to be submitted via email to: [janice.sheldon@navy.mil](mailto:janice.sheldon@navy.mil)  
Verbal inquiries will NOT be accepted.

5. Point of Contact for this RFQ is as follows:

Janice Sheldon  
Code 270.1E  
Phone: 215-697-5181  
Email: [janice.sheldon@navy.mil](mailto:janice.sheldon@navy.mil)

6. References to offeror(s) and offer in the RFQ are replaced with quoter(s) and quote respectively.

7. This is a follow-on effort to N00189-12-D-Z027. The incumbent contractor is Peninsula Mediation Center , Inc., Williamsburg, VA.

## COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Sean McGinley  
NAVSUP FLC Norfolk, DET Philadelphia  
700 Robbins Ave., Bldg 2B  
Phila., PA 19111-5083  
215-697-9620

## CLAUSES AND PROVISIONS

### CONTRACTOR MANPOWER REPORTING

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the OGC ADR Program** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>"

### DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the National Security Program Operating Manual (DD 5220.22-M).

#### PROHIBITED PACKING/PACKAGING MATERIALS

The use of asbestos, newspaper or shredded paper (all types of wax paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

#### SUBCONTRACTING PLAN - NOT REQUIRED

Since the contractor has been determined to be a Small Business Concern under the Small Business size standard established in this solicitation, no Small Business or Small Disadvantaged Business subcontracting plan is required.

#### LIABILITY, AUTOMOBILE AND WORKMEN'S COMPENSATION INSURANCE

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

TBD

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

TBD

#### REQUIRED STANDARD OF WORKMANSHIP (FISC DET PHILA)(OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

## SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (DEC 2006)

a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

## EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

## DURATION OF CONTRACT PERIOD

This contract shall become effective approximately 15 November 2015 or 30 days after date of award, whichever is later and the performance period will continue in effect during the period ending 12 months thereafter, unless extended pursuant to option provisions\* or extended by other provisions or terminated in accordance with other provisions herein. The ordering period shall begin on 15 November 2015 or 30 days after the date of award, whichever is later, and continue in effect during the period ending 12 months thereafter, unless extended pursuant to option provisions\* or extended by other provisions or terminated in accordance with other provisions herein. Additionally, the Government may reduce the basic performance period to reflect any delay in the actual contract award date at the unit prices specified in the "Schedule of Supplies/Services" without further discussions.

\*Option I – covers 12-month period after the expiration of the Base Period

Option II – covers 12-month period after the expiration of Option Period I

Option III – covers 12-month period after the expiration of Option Period II

Option IV – covers 12-month period after the expiration of Option Period III

## MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the total contract minimum quantity is a total of \$50,000.00 worth of orders at the contract unit price(s). The contract maximum quantity is a total of Total Amount of the Contract.

NOTE: (1) Indicate the minimum order value which must be more than nominal, yet it should not exceed the amount which the Government is fairly certain to order.

(2) The "Total Amount of Contract" set forth on the face of the contract document should be preceded by the phrase "NOT TO EXCEED."

## INDEFINITE DELIVERY &amp; OPTION TO EXTEND SERVICES CLAUSE

Clause No.	Title
52.216-18	Ordering (OCT 1995) (a) issued from effective date for performance period through 12 months there after unless extended by option provisions or other contract provisions.
52.216-19	Order Limitations (OCT 1995) (a) less than __\$50.00_____ (b)(1) in excess of _Total Contract Value_____ (b)(2) in excess of _Total Contract Value_____ (b)(3) within _1_ days (d) within ____1_ days
52.216-22	Indefinite Quantity (OCT 1995) (d) __6 months after the contract expiration date__
52.217-8	Option to Extend Services (NOV 1999)

## ORDERING

(a) Ordering: Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Task Orders on SF 1449 by the ordering office: FISC Norfolk Contracting Department Philadelphia Division. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any Order. When mailed, a Delivery/task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

## WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)(NAVSUP 5252.216-9403) (JAN 1992)

Written order (on SF 1449) will contain the following information consistent with the terms of the contract:

- (a) Date of order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions, if required.
- (g) Accounting and appropriation data.
- (h) Any other pertinent information.

## ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVSUP 5252.216-9402) (JAN 1999)

- (a) Oral orders may be placed provided the following conditions are complied with:
  - (1) No oral order will exceed \$100,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.
  - (2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.
  - (3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within ten (10) working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

#### AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

NOTE: All references to "offeror(s)" and "offer" are replaced with "quoter(s)" and "quote" respectively.

#### INSTRUCTIONS TO OFFERORS --COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2006)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST ( <http://assist.daps.dla.mil> ).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )

(iii) ASSISTdocs.com ( <http://assistdocs.com> ).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(j) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. 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 offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors 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.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## CLAUSES AND PROVISIONS

### Offeror Representations and Certifications -- Commercial Items (52.212-3) (May 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material

change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:


[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured

child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

[\_] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS  
(FAR 52.212-3) (APR 2002) ALTERNATE I (APR 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (10) [Reserved]

(11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

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

- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4).)
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- \_\_\_ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- \_X\_ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_X\_ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(38) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2005)

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

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

(End of provision)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (252.212-7001) (AUG 2011)

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

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

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

(1)  [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  [252.203-7003](#), Agency Office of the Inspector General (SEP 2010)(Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3)  [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4)  [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5)  [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i)  [252.225-7001](#), Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. chapter 83, E.O. 10582).

(ii)  Alternate I (DEC 2010) of [252.225-7001](#).

(7)  [252.225-7008](#),  
Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8)  [252.225-7009](#),  
Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9)  [252.225-7012](#),  
Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10)  [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11)  [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12)(i)  [252.225-7021](#), Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii)  Alternate I (SEP 2008) of [252.225-7021](#).

(iii)  Alternate II (DEC 2010) of [252.225-7021](#).

- (13) \_\_\_\_ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) \_\_\_\_ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15)(i) \_\_\_\_ [252.225-7036](#), Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2010) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (JUL 2009) of [252.225-7036](#).
- (iii) \_\_\_\_ Alternate II (DEC 2010) of [252.225-7036](#).
- (iv) \_\_\_\_ Alternate III (DEC 2010) of [252.225-7036](#)
- (16) \_\_\_\_ [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (17) \_\_\_\_ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_\_ [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (19) X \_\_\_\_ [252.227-7015](#), Technical Data—Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (20) \_\_\_\_ [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (21) X \_\_\_\_ [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (22) \_\_\_\_ [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (23) \_\_\_\_ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (24) \_\_\_\_ [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (25) \_\_\_\_ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (26) \_\_\_\_ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (27)(i) \_\_\_\_ [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_\_ Alternate I (MAR 2000) of [252.247-7023](#).
- (iii) \_\_\_\_ Alternate II (MAR 2000) of [252.247-7023](#).
- (iv) \_\_\_\_ Alternate III (MAY 2002) of [252.247-7023](#).
- (28) \_\_\_\_ [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- (1) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (3) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (4) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (5) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).
- (6) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Sean McGinley (Code 270.1)  
 NAVSUP Fleet Logistics Center, Philadelphia  
 700 Robbins Ave. Bldg. 2B  
 Philadelphia, PA 19111-5083

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

AUTHORIZED NEGOTIATORS

The offer or quote represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of authorized negotiators]

NAME	TITLE	TELEPHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following contract clauses are hereby incorporated by reference:

52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.204-13	SAM Maintenance (JUL 2013)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation (MAY 2011)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.212-1	Instructions to Offerors
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-28	Post Award Small Business Program Re-representation (APR 2009)
52.222-38	Compliance With Veterans' Employment Reporting Requirements (SEP 2010)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations (June 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-3	Protest after Award (AUG 1996)
52.242-15	Stop-Work Order (AUG 1989)
52.249-2	Termination for Convenience of the Government (Fixed-Price)(MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
252.243-7001	Pricing of Contract Modifications (DEC 1991)
252.249-7002	Notification of Anticipated Contract Termination or Reduction (DEC 2006)

#### CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://farsite.hill.af.mil/vffar1.htm>

<http://farsite.hill.af.mil/VFDFAR1.HTM>

## LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS

### EXHIBITS

EXHIBIT A – CONTRACT DATA REQUIREMENTS LIST DD FORM 1423

ATTACHMENT 1 – STUDENT COURSE EVALUATION FORM

ATTACHMENT 2 – TIER III EVALUATION PROTOCOL

ATTACHMENT 3 - DEPARTMENT OF THE NAVY CONSENT TO MEDIATE

ATTACHMENT 4 – CO-MEDIATION EVALUATION FORM

ATTACHMENT 5 – A GUIDE FOR FEDERAL EMPLOYEE MEDIATORS

ATTACHMENT 6 - CONTRACT ADMINISTRATION PLAN (CAP)  
FOR FIXED PRICE CONTRACTS

ATTACHMENT 7 – PAST PERFORMANCE FORM

### SECTION C PWS

#### **PERFORMANCE WORK STATEMENT**

##### **C1.0 Purpose**

The Department of the Navy (DON) Alternative Dispute Resolution (ADR) Program intends to procure program management support as well as current workplace, healthcare, and other ADR program services in support of the DON Workplace Mediation Certification Program.

##### **C.1.1 Introduction**

The Department of the Navy (DON) Alternative Dispute Resolution (ADR) Program of the Office of the General Counsel of the Department of the Navy encourages and facilitates the use of ADR techniques to resolve disputes at the lowest possible level. Services provided under this contract will support current workplace, healthcare, and other ADR programs. The intent of this contract is to allow the DON maximum flexibility in designing ADR and related conflict prevention and resolution programs and in training personnel at local, regional, national, and international levels regarding disputes in which the DON may become involved.

##### **C.1.2 The Department of the Navy Workplace Mediation Certification Program**

The DON has developed a mediation certification program for Workplace Disputes, within DON's ADR Program. The Workplace Mediation Certification Program will be the major recipient of the program management and mediation certification support services provided under this contract.

1.12.1 This program permits DON civilian managers and/or employees involved in a workplace dispute to request a certified DON internal mediator to provide mediation services.

1.2.2 To be certified as a DON internal mediator, candidates must successfully complete a sequential four-tier training program that includes Tier I (Basic Mediation Skills), Tier II (Advanced Mediation Skills), Tier III (Screening and Evaluation of DON Mediator-Candidates), and Tier IV (Co-Mediations).

1.2.3 Once certified, DON internal mediators are required to attend continuing mediation education training established by the DON ADR Program. The DON will offer such training on a periodic basis.

1.2.4 The Department of the Navy is not limited to using DON internal mediators to resolve workplace disputes. External mediators may also be used.

### **C.1.3 Mediators and Neutrals**

Mediators (including mentor-mediators) are also referred to as neutrals within this performance work statement.

### **C.2.0 Place for Performance**

The contractor shall provide contract services at any location within the 50 United States and U.S.A. territories, as requested by the Navy. The contractor shall use local personnel to reduce travel costs within the 50 United States to the maximum extent possible. Occasional travel may be required to locations outside the continental U.S.A. such as Naples, Italy; Rota, Spain; Souda Bay, Greece; Manama, Bahrain; Guam, Japan, and other overseas locations as requested by the Navy. (Occasional travel may be defined as 1-2 trips throughout the effort).

### **C.2.1 Period of Performance**

Base Period of Performance is twelve (12) months from 15 November 2015 or date of award whichever is later. There are four (4) one-year option periods. Period of performance is not to exceed 60 months.

### **C.3.0 Services Required**

The services required to be performed by the contractor include, but are not limited to: program management support services, facilitative-type mediation services, basic mediation skills training (i.e., Tier I); advanced mediation skills training with emphasis on role play (i.e., Tier II); assistance in screening and evaluation of DON Mediator-Candidates (i.e., Tier III); co-mediations with coaching before and after mediation sessions (i.e., Tier IV); group facilitation, ADR Stakeholder Awareness Training; Convener Training; Expert Skills Training; Basic Mediation Skills with Emphasis on Healthcare Model; conflict coaching, mentor-mediator training, Americans with Disabilities/Rehabilitation Act training, group facilitation training, and various other continuing education training for neutrals, managers and other individuals selected by the DON ADR Program Office.

### **C.3.1 Training and Mediation Services Requirements**

3.1.1 The DON ADR Program Office will determine the class size and attendees of all training provided. Generally, the class size of the mediation skills training (i.e., Tiers I-III) may be up to twenty (20) attendees. The class size of all other training classes may be up to sixty (60) attendees. The contractor may be asked to provide training during an ADR conference sponsored by the DON ADR Program Office. The class size of this training is estimated to be between fifty (50) and one hundred (100) attendees.

3.1.2 The contractor shall provide all training material, personnel, organization, and administrative control necessary to perform services required in this contract. The contractor may seek reimbursement for the items listed below provided that the contractor obtains prior written authorization from the COR or contracting officer prior to purchasing the items:

- a. Printing costs of training materials for classes that exceed sixty (60) attendees; and,
- b. Special training materials such as conflict dynamic profiles or books to be provided to and retained by class attendees.

The DON ADR Program Office retains the discretion to require the contractor to provide an electronic copy of training materials in order to utilize the DON's internal document shop to reproduce training materials for classes with more than sixty (60) scheduled attendees.

3.1.3 The contractor shall obtain DON approval of training material in advance of any training. Unless a shorter time is authorized by the COR, the Contractor shall submit all materials to the COR thirty (30) calendar days prior to use in a training session. The COR will review, and submit comments to the contractor within twelve (12) calendar days. Resubmissions, if required by the COR, shall be made by the contractor so that the materials are received by the COR at least 8 calendar days prior to the training session. If the materials are not acceptable to the COR, at least five (5) calendar days prior to the training, the Government may cancel at no cost to the Government. All materials shall be consistent with federal policies, statutes, regulations and common laws, and in particular, must be consistent with MSPB, EEOC, OPM, DOD, and DON regulations and policy statements. Submissions shall be made electronically.

3.1.4 All training material distributed to attendees at and during training conducted by the contractor shall prominently attribute the DON ADR Program as the sponsor of the training, and shall include the address of the DON ADR Program, and the DON ADR Program's Website, [www.adr.navy.mil](http://www.adr.navy.mil). All training material must be delivered to the DON without any restrictive markings. All training material shall be delivered to the DON with unlimited rights, and may be released or disclosed by the DON without restriction. If the contractor develops training materials that include previously copyrighted materials developed by the contractor, the contractor will provide DON with written authorization to use and distribute the copyrighted materials within DON for training purposes.

3.1.5 Reserved

3.1.6 The contractor shall solicit voluntary evaluations from the participants at each training session. Evaluation forms will be provided by the COR. Attachment 1 is the current training session evaluation form. The DON may modify the evaluation form in the future. No course evaluations other than those evaluation forms provided by the COR shall be solicited by the contractor. The contractor shall provide the original completed evaluation forms received from each of the participants who completes a form. The contractor shall record the names and other information pertaining to attendees at training sessions using forms provided by the COR. These attendance rosters shall be furnished to the COR by the contractor with the course evaluation forms.

### **C.3.2 Tier I: Basic Mediation Skills**

Tier I training shall be a comprehensive 24 hour introductory course that teaches basic facilitative mediation skills designed for the novice in dispute resolution. The course shall include an introduction to conflict, an overview of the principles and practices of mediation, and training in the stages of mediation (the opening statement, joint discussion, caucuses, building the agreement, writing the agreement, and the closing statement). The introductory course shall have special emphasis on the facilitative mediation of workplace disputes, and shall include participation in mediation role-plays, dealing with difficult people, handling bias, developing communication skills, creative problem-solving, maintaining confidentiality, and

ethical standards for mediators. The course shall include role-plays to demonstrate the practice of mediation, and to give the participants an ability to develop and practice the skills necessary to be an effective mediator. The combination of theoretical and experiential techniques shall provide the participants with a thorough introduction to skills necessary for effective mediation. The course shall also introduce the Navy Model, and shall include a demonstration mediation (role play) using the Navy Model guided by the Tier III evaluation criteria.

### **C.3.3 Tier II: Advanced Mediation Skills**

Tier II training shall consist of 16 hours of advanced training with an emphasis on role play. Tier II shall reinforce the skills, strategies, and techniques learned in the Tier I training. Advanced mediation skills training shall provide critical experiential learning that integrates theory with practice in a supervised setting. Lecture, simulation, exercises, and evaluation/feedback shall be included. This training shall provide the Mediator-Candidate the opportunity to participate in a minimum of three simulated mediations and shall serve as mediator in at least one role-play. The Mediator-Candidate shall receive evaluation by Professional Mediators who shall oversee the simulation, complete observation sheets outlining the skills required of the Mediator-Candidate (e.g., maintaining neutrality, active listening, effective questioning, re-framing, summarizing, and negotiating techniques), discuss ethical behavior, including the importance of maintaining confidentiality, and shall provide individualized feedback to the Mediator-Candidate. In addition, the Mediator-Candidate shall review essential points/skill for successful mediation, perform exercises in advanced mediation skills, and develop and sharpen effective agreement-writing skills.

### **C.3.4 Tier III: Screening and Evaluation of DON Mediator-Candidates**

Tier III shall evaluate the mediation skills of the Mediator-Candidates who seek certification under the DON Workforce Mediation Certification Program. Tier III evaluations shall also be convened in whole or in part to review the skills of previously certified mediators that might need additional training. The contractor shall assist the Navy's certifying official or his/her representative as directed by the Navy and consistent with the following requirements:

3.4.1 Tier III sessions shall last from one (1) to three (3) business days, as needed depending on the number of Mediator-Candidates. The contractor shall participate during the entire session. The number of Mediator-Candidates evaluated will not exceed eight Mentor-Candidates per day for any given evaluation session.

3.4.2 The contractor shall evaluate Mediator-Candidates to assess their facilitative mediation skills. DON personnel will also evaluate Mediator-Candidates. Each Mediator-Candidate shall be screened in accordance with an evaluation protocol set forth in Attachment 2 (Tier III Evaluation Protocol) in a mock mediation. Specific skills assessed shall include issue and option identification, caucusing, communication, and other appropriate mediation techniques.

3.4.3 The contractor shall provide oral feedback to the Mediator-Candidate at the conclusion of the role-play. The contractor shall provide written feedback, using Attachment 2 (Tier III Evaluation Protocol), to the Navy screener at the session.

### **C.3.5 Tier III Refresher Course**

This is a 16-hour refresher program offered over two (2) sequential days that includes the specifics of the Navy's facilitative model of mediation, along with some practice role-plays. This course is offered immediately before the Tier III evaluation described in 3.4.1 and 3.4.2.

### **C.3.6 Tier IV: Co-Mediations**

Tier IV co-mediation training shall consist of a mentor-mediator (hereinafter "mentor") coaching a Mediator-Candidate through an actual DON workplace mediation. The contractor shall provide mentors who meet the qualifications set forth in 7.0. During a co-mediation, the mentor shall use qualified, professional judgment to conduct the mediation in such a manner as to make it a meaningful mediation for the parties, while at the same time appropriately relinquishing direct control in favor of the Mediator-Candidate to ensure that the Mediator-Candidate learns how to conduct a complete mediation.

3.6.1 In each co-mediation the mentor shall provide a pre-brief to the Mediator-Candidate and discuss with the Mediator-Candidate the roles and expectations for each mediation. While every co-mediation session is different, the training shall include:

- (a) an overview of the principles and practices of mediation;
- (b) mediation preparation;
- (c) addressing participants by their titles and last names (e.g. Ms Smith and CAPT Jones);
- (d) training in the stages of facilitative mediation including:
  - i) opening statements;
  - ii) discussing the Consent to Mediate Form (Attachment 3);
  - iii) uninterrupted time for each party to express their issues;
  - iv) working with attorneys, representatives and subject matter experts;
  - v) joint discussions;
  - vi) determining the issues of both the initiating and responding participants;
  - vii) caucusing;
  - viii) exploring the options for agreement, drafting and executing the settlement agreement; and,
  - ix) closing out the mediation process with or without a resolution.

3.6.2 After the co-mediation, the mentor shall provide the Mediator-Candidate with constructive suggestions for improvement and comments on general performance. The mentor shall complete the evaluation form found in Attachment 4 (Co-mediation Evaluation Form), and provide one completed copy to the Mediator-Candidate and one completed copy to the Contracting Officer Representative (COR) within three business days after concluding a co-mediation.

3.6.3 The convener and COR will make arrangements with the contractor for the co-mediation training. The convener will provide the date, time and location for the co-mediation training, and will try to provide all of this information at least 14 calendar days prior to the date for training to commence. The contractor shall provide a qualified mentor to conduct the co-mediation training.

3.6.4 Duration of co-mediations. Most workplace dispute co-mediations will last no longer than one full 8.5-hour business day. The Government, however, does not guarantee that the parties can resolve their disputes within that time-frame, and additional joint or caucus sessions might be required to professionally handle the co-mediation. Co-Mediations involving multiple parties may be scheduled under this contract, however, class action "co-mediations" will not be scheduled under this contract.

### **C.3.7 ADR Stakeholder Awareness Training**

3.7.1 This course shall introduce the mediation process to DON employees, supervisors, managers, legal counsel and employee representative, e.g. union officials. The course shall be 2-8 hours, depending on the needs of the audience, as determined by the COR.

3.7.2 The course shall present conflict theory, provide an overview of the principles and practices of facilitative mediation, and explain how to prepare for mediation. The course shall have an emphasis on the benefits of facilitative mediation in conflict resolution. This course shall contain a mock workplace facilitative mediation or video to demonstrate the ADR process.

3.7.3 The contractor shall instruct DON personnel on the administrative processes applicable to the MSPB, OPM, EEOC, DOD and DON regulations and policy, the ADR process in federal workplace dispute forums, and the procedures for initiating the ADR process.

3.7.4 The contractor shall tailor this training to the DON activity where the ADR Stakeholder Awareness Training is being conducted.

### **C.3.8 Convener Training**

Convener Training shall be a two-day, 16-hour interactive training course for selected DON personnel who convene ADR events with a focus on exploring ways to resolve disputes, early dispute resolution, and scheduling mediations. The course shall teach ADR convening personnel:

- (a) how to explain the facilitative mediation process;
- (b) how to explain the interest based negotiation;
- (c) how to explain the mediation process; and
- (d) how to use conciliatory and facilitative techniques in the intake and convening process to resolve party concerns, and how ADR intake differs from EEO Intake and EEO/Employee Relations counseling.

The course shall enable participants to acquire skills in interest-based negotiation, facilitation, conciliation, conflict management, problem solving, confidentiality, intake procedures and record keeping including the use of ADR Tracker (the DON's automated ADR record keeping system). All course materials shall be consistent with DON regulations and policy.

### **C.3.9 Conflict Resolution Skills for Managers**

This one-day, eight-hour course will provide supervisors and managers with awareness and basic skills to improve their ability to resolve and manage conflicts in constructive ways. They will learn techniques borrowed from Interest Based Negotiation and practice a model for keeping difficult conversations constructive and professional. This course shall include an overview of ADR processes and how to access the ADR processes within DON. This course is an example of the Expert Skills Training further described in Section 3.14. DON reserves the right to expand or reduce the hours of this training course as required to meet ADR program needs.

### **C.3.10 Americans with Disabilities/Rehabilitation Act Course**

The one-day, eight-hour course will explore the ADAA, the ADA, and Rehabilitation Act requirements and perspectives in mediation and conflict resolution when one or more of the parties have a disability. Participants will learn ways mediators can make accommodations for people with disabilities to ensure effective communication occurs. Participants will put the information obtained into practice through a range of role-plays and interactive activities. This course is an example of the Expert Skills Training further described in Section 3.14. DON reserves the right to expand or reduce the hours of this training course as required to meet ADR program needs.

### **C.3.11 Tier I Healthcare: Basic Mediation Skills with Emphasis on Healthcare Model**

This course shall be a comprehensive five-day, 40-hour introductory course that teaches basic facilitative mediation skills designed for the novice in dispute resolution. The course shall include an introduction to conflict, an overview of the principles and practices of mediation, and training in the stages of mediation (the opening statement, joint discussion, caucuses, building the agreement, and the closing statement). The introductory course shall have special emphasis on the facilitative mediation of healthcare issues rather than workplace issues, including but not limited to the following:

- (a) offer specific guidance on applying dispute resolution skills into resolving patient-provider conflicts when harm has occurred to patients; and,
- (b) instruct participants on concluding mediated sessions when signed agreements are not permissible.

The course shall include conducting mediation role-plays designed to address hospital-related issues rather than workplace issues, dealing with difficult people, handling bias, developing communication skills, creative problem-solving, maintaining confidentiality, and ethical standards for mediators. The mediation role-plays conducted shall demonstrate proactive approaches of mediation, and to give the participants an ability to develop and practice the skills necessary to be an effective mediator in hospital-related issues. Mediator-Candidates must participate in a minimum of three (3) simulated mediations, including serving as the mediator in at least one of the three. Design evaluation criteria for participants shall be provided. Bibliography of relevant resources for participants to fulfill continuing education requirements shall be provided. The Mediator-Candidates shall receive evaluation by professional mediators who shall oversee the simulation, complete observation sheets outlining the skills required of the Mediator-Candidate (e.g. maintaining neutrality, active listening, effective questioning, reframing, summarizing and negotiating techniques), discuss ethical behavior, including the importance of maintaining confidentiality, and shall provide individualized feedback to the Mediator-Candidate. The combination of theoretical and experiential techniques shall provide the participants with a thorough introduction to skills necessary for effective mediation. This basic training shall be geared toward a healthcare model to prepare mediator candidates for involvement with healthcare conflicts, with emphasis upon unexpected or adverse outcomes of care. The contractor will meet in person or via telephone with a representative of the Healthcare Program as designated by DON prior to developing the healthcare mediation training materials.

### **C.3.12 Group Facilitation Training**

This one-day, eight-hour course will provide DON Certified Mediators with an introduction of the six (6) core competencies to have a successful "group facilitation" as defined by the International Association of Facilitators (IAF).

### **C.3.13 Mediation Services**

3.13.1 The contractor shall maintain a roster of mediators meeting the requirements set forth in 7.0., for workplace mediations. These mediators shall be available to serve as mediators for DON workplace disputes.

3.13.2 The COR will initially notify contractor about the mediation. The Convener will then provide the date, time and location for the mediation, and will attempt to provide this information at least 14 calendar days prior to the date of the mediation. The contractor shall provide a qualified mediator from the roster of mediators available to conduct the scheduled mediation.

3.13.3 Duration of mediations. Most workplace dispute mediations will last no longer than one full 8.5-hour business day. The Government, however, does not guarantee that the parties can resolve their disputes within that time-frame, and additional joint or caucus sessions might be required to professionally handle the mediation. Mediations involving multiple parties may be scheduled under this contract; however, "class action mediations" will not be scheduled under this contract.

### **C.3.14 Expert Skills Training**

The contractor shall provide expert skills courses designed for neutrals, trainers, representatives, and participants in ADR proceeding including continuing education training for members of the DON Workforce Mediation Certification Program. The courses shall last 4 hours, 8 hours, 12 hours or 16 hours. Training topics include, but are not limited to, ethics, confidentiality in mediation, group facilitation, techniques for advancing the future needs of the parties, questions appropriate for joint discussion and caucus, unauthorized practice of law, legal issue identification, discovery requests on neutrals, the neutrality of Government mediators, advocacy, negotiation, the legality of settlement agreements, potential conflicts with other federal statutes, and how to transition from one component to another in the mediation process. Instructors shall stress the correct use of paraphrasing, reframing, validating, transitions and other communication techniques.

### **C.3.15 Conflict Coaching**

Up to eight hours of conflict coaching on a "one-on-one basis" provided by the same conflict coach, including a required in-person assessment meeting with the conflict coachee, and follow-on meetings and/or phone calls with the conflict coachee not to exceed eight hours total.

### **C.4.0 Initial Meeting and Monthly Reporting**

4.1 The COR shall schedule within one (1) month after award and the contractor shall attend an initial one-day meeting at the Navy ADR Program Office, Washington Navy Yard, Washington, DC to discuss matters related to the performance of this contract. The contractor's attendance at this meeting shall be at no cost to the Government.

4.2 The contractor shall provide the COR with a monthly report on or before the 10<sup>th</sup> day of each month. Each report shall cover the preceding month. For example, by April 10<sup>th</sup> of a given year, the contractor shall provide a report covering the period from March 1 to March 31 of that year. The report shall describe work performed by the contractor during the month covered under the report. The report shall also include a description of how the contractor has used local personnel to reduce travel costs within the 50 United States to the maximum extent possible.

### **C.5.0 Mediator Ethics**

Establishing and maintaining a professional and ethical ADR program is of the utmost concern and importance to the DON. Mediators (including mentor-mediators) provided under this contract shall abide by the "Guide for Federal Employee Mediators" (Attachment 5) or such standards as may be adopted from time to time by the DON. Further, in accordance with 5 U.S.C. § 573(a), mediators "shall have no official, financial, or personal conflict of interest with respect to the issues in controversy, unless such interest is fully disclosed in writing to all parties and all parties agree that the neutral may serve." As used in C.4.0 and subparts hereof, the term "Mediator" refers to mediators and mentor-mediators. This course shall be 2-4 hours depending on the needs of the audience, as determined by the COR.

### **C.5.1 Conflict of Interest Screening and Disclosure**

Prior to making a mediator available under paragraphs 3.6 and 3.12, the contractor shall screen for actual or potential conflicts of interest. Mediators provided under this contract shall submit a disclosure statement

describing present and past positions and associations to comply with 5 U.S.C. §571(a). The mediator shall include in such disclosure statement all information that could disclose an actual or potential conflict of interest.

5.1.1 The contractor shall provide the proposed mediator's disclosure statement to the COR and Convener at least fifteen (15) calendar days prior to the commencement of the first joint session of the mediation. The convener shall provide the proposed mediator's disclosure statement to the parties at least ten (10) calendar days prior to the commencement of the first joint session of the mediation.

5.1.2 If either party formally alleges to the Convener within five (5) calendar days prior to the commencement of the first joint session of the mediation any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for a mediator, the Convener shall immediately notify the contractor and the COR. Upon notification the contractor shall either:

- (1) propose a substitute mediator, or;
- (2) submit a written statement via e-mail transmission to the COR identifying the alleged conflict and explaining why the proposed mediator believes that she or he can remain unbiased toward the parties.

#### **C.5.2 Failure to Abide by Ethical Standards**

Failure by the contractor to abide by the "Guide for Federal Employee Mediators" (Attachment 5) is grounds for termination of the contract, or any part thereof, for cause.

#### **C.6.0 Scheduling Mediation Sessions**

Mediation sessions require the scheduling commitments of Government managers, employees, contract personnel, and perhaps third parties. Common experience shows that scheduling can be difficult. Accordingly, mediators and mentor-mediators supplied under paragraphs 3.6 and 3.12, shall not be deemed "scheduled" until an electronic confirmation is provided to the contractor by either the COR or Contracting Officer.

#### **C.6.1 Cancellation(s)**

##### **6.1.1 Government Cancellations:**

The COR or Contracting Officer may cancel a mediation or co-mediation under paragraphs 3.6 and 3.12 without charge at any time five duty/workdays or more before the start of a confirmed, scheduled mediation. Government cancellation less than five duty/work days before the mediation shall entitle the contractor to payment of actual travel expenses incurred relating to the cancelled mediation. If the contractor has already travelled to the site of mediation and the government cancels the mediation while the contractor is already on travel, the contractor shall be paid for fifty percent of the cancelled mediation. If on the day the mediation is scheduled a necessary party fails to appear within two-hours after the confirmed mediation time, the mediation may be deemed cancelled, entitling the contractor to collect payment for the full services. This provision does not preclude the contractor from conducting the mediation if a party fails to appear within the prescribed time when the contractor determines that sufficient parties are available to conduct the mediation and the parties in attendance agree to proceed with the mediation.

6.1.2 If either party rejects a proposed mediator after commencement of the first session, then mediation will be terminated. The contractor will be paid for the full service unless the grounds for rejection pertain to an actual or potential conflict of interest not disclosed by the mediator as required by 5.1. The COR shall unilaterally determine whether the mediator should have known of the potential conflict for the purpose of 5.1.

#### 6.1.3 Contractor Cancellations:

If the mediator (including mentors) supplied by the contractor fails to attend a confirmed mediation session, the Contractor shall not be entitled to any payment including actual travel expenses incurred relating to the confirmed mediation session.

#### 6.1.4 Cancellations caused by weather, security conditions, or other unforeseen causes.

6.1.5 The Task Manager, COR or contracting officer may cancel or reschedule a mediation or co-mediation under paragraphs 3.5 and 3.13 without charge in the following circumstances:

a. Weather conditions have caused a closure of the activity where the mediation is scheduled to occur, or where the participants to the mediation are employed;

b. The Office of Personnel Management has closed the operating area where the mediation is scheduled to occur for any reason, or;

c. Security conditions at the location where the mediation is scheduled to occur make it impracticable to conduct the mediation as scheduled.

6.1.6 In the event that a cancellation is effected for these reasons the contractor shall be reimbursed for actual travel expenses incurred relating to the cancelled mediation.

### **C.7.0 Scheduling Training**

The Contractor will be given a minimum of five (5) weeks notice prior to the date on which training is scheduled if the training course to be provided has not been previously developed by the contractor and approved by the Navy as provided herein. The Contractor will be given a minimum of three weeks' notice prior to the date on which training is scheduled if the training course to be provided has been previously developed by the contractor and approved by the Navy as provided herein. Government cancellation less than five duty/work days before the training shall entitle the contractor to payment of actual travel expenses incurred relating to the cancelled training. If the contractor has already travelled to the site of training and the government cancels the training while the contractor is already on travel, the contractor shall be paid for fifty percent of the cancelled training.

### **C.8.0 Mediator, Mentor-Mediator, Conflict Coaches, Facilitators and Trainer (excluding Tier I Healthcare Mediation Skills Trainers) Minimum Qualifications**

All mediators, mentor-mediators, conflict coaches, facilitators, and trainers provided under this contract shall have the following minimum qualifications:

#### C.8.1 Mediators, Mentor-Mediators and Conflict Coaches shall have the following credentials:

(a) a mediation certificate or other equivalent credential issued by or pursuant to a state or District of Columbia mediation certification program, or have completed an equivalent program of training, which establishes that the mediator (including mentor-mediator) has basic and advanced facilitative mediation skills training including ethics training from an approved state or equivalent program, which requires basic and advanced facilitative mediation skills training or equivalency, and ethics training. If the state or equivalent program cited by the contractor provides for special certification or training for mentors, then mentor-mediators under this contract shall meet the additional qualification.

(b) a conflict coach, in addition to (a) above, must have completed a completed an equivalent program of training that demonstrate basic and advanced conflict coaching skills.

C.8.2 Mediators, Mentor-Mediators and Conflict Coaches shall have the following experience:

The mediators and mentor-mediators shall have conducted at least 10 facilitative or transformative federal workplace mediations as lead mediators in the past 24 months from the date of the scheduled mediation. The conflict coaches shall have conducted at least 10 conflict coaching sessions in the past 24 months from the date of the scheduled mediation. References from other federal agencies shall be submitted to the COR by the contractor when a mediator or mentor mediator is first proposed.

C.8.3 Facilitators shall have the following experience:

The facilitators (including mediators and mentor-mediators providing facilitation services) shall have conducted at least 10 group facilitations as lead facilitators in the past 24 months from the date of the scheduled facilitation. References from other federal agencies shall be submitted to the COR by the contractor when a facilitator is first proposed.

C.8.4 Mediators, Mentor-Mediators, Conflict Coaches, and Facilitators shall have the following degrees:

The mediators, mentor-mediators, conflict coaches, and facilitators shall have a bachelor's degree in Conflict Analysis and Resolution, Psychology, or Sociology or a related field of study. An advanced degree in conflict management, organizational design, psychology, law, or related field is preferred.

C.8.5 Trainers shall have the following experience and degrees:

Trainers provided to conduct training under this contract shall have a bachelor's degree in Conflict Analysis and Resolution, Psychology, or Sociology or a related field of study and at least one-year experience in instructing the matter that is the subject of the training. An advanced degree in conflict management, organizational design, psychology, law, or related field is preferred.

**C.9.0 Tier I Healthcare Mediation Skills Trainers shall have the following experience and knowledge:**

C.9.1 A mediation certificate or equivalent credential issued by a state or District of Columbia mediation certificate program, or have completed an equivalent program of training, which establishes that the mediator trainers have basic and advanced mediation skills training including ethics training from an approved state or equivalent program.

C.9.2 Experience(s) in transitioning dispute resolution into the healthcare environment when unexpected or adverse outcomes of care have occurred.

C.9.3 Experience(s) in training hospital or other medical/healthcare facility mediators and/or Ombudsman practitioners.

C.9.4 Knowledge of resolution options from the perspective of patients, providers and organizations with a clear understanding of the relational dynamics.

**C.10.0 Subpoena's and Other Requests Upon the Contractor**

The provisions of 5 U.S.C. § 573(e) apply to mediations conducted under this contract. If the contractor, its employees, subcontractors or agents receive any discovery request or legal process regarding a dispute resolution communication, the contractor shall immediately inform the COR and the Contracting Officer.

## REIMBURSEMENT OF TRAVEL COST

### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled

between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

## SECTION L

### SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVSUP FLC Norfolk, Philadelphia Office  
700 Robbins Ave., Bldg 2B  
Philadelphia, PA 19111-5083  
Sean McGinley, Code 270.1  
215-697-9620

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### INDEPENDENT REVIEW OF AGENCY PROTESTS (FISC NORFOLK) (MAY 1999)

FAR 33.103 sets forth procedures for inexpensive, informal, procedurally simple and expeditious resolution of protests. Where appropriate and permitted by law, FISC Norfolk encourages the use of those techniques set forth in FAR 33.103 to resolve agency protests. Therefore, offerors may submit protests to the Contracting Officer, who is \_\_\_\_\_\*. Protests should comply with, and will be processed in accordance with the protest procedures set forth in FAR Part 33.103. As an alternative, offerors who protest may request FISC Norfolk to review the merits of the protest independent of the Contracting Officer who is conducting the source selection. FISC Norfolk Detachment Philadelphia Chief of the Contracting Office will conduct this independent review.

\*Contract specialists and buyers should insert the name, phone number and address of the Contracting Officer.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://farsite.hill.af.mil/vffar1.htm>  
DFARS Clauses: <http://farsite.hill.af.mil/VFDFAR1.HTM>

TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm Fixed-Price (FFP), Indefinite Delivery / Indefinite Quantity type contract resulting from this solicitation.

### **SUBMISSION OF QUOTES**

In addition to instructions contained elsewhere in this RFQ, the following instructions are provided.

Initial quotes and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in this RFQ. Faxes, e-mails, and/or responses through NECO or any method other than Hard Copy format are not acceptable.

Quotes should be addressed and delivered to the following location:

NAVSUP Fleet Logistics Center Norfolk, Contracting Department, Philadelphia Office  
700 Robbins Ave., Bldg 2B  
Philadelphia, PA 19111-5083  
Attn: Ms. Janice Sheldon, Code 270.1E

### **THE OUTER PACKAGE OF THE QUOTE SHOULD BE MARKED: RFQ N00189-15-Q-Z045**

Hand-carried quotes are NOT encouraged. The Contracting Office is located on a secured compound. Only personnel with current DoD Common Access Cards (CACs) or appropriate military credentials will be able to access the compound. There will be no ability to drop off the quotes outside the compound.

The Contracting Office is located on a secure compound; the use of commercial carriers that typically deliver to the secured compound (e.g. FedEx), is suggested.

Quoters shall submit their proposals in two separate volumes as follows:

Volume I      Non-price Quote      Original and 4 hard (paper) copies and 1 soft (electronic) copy

Volume II      Price Quote      Original and 1 hard (paper) copy and 1 soft (electronic) copy.

The offeror shall submit ONE (1) original, ONE (1) hard (paper) copy of the price/cost proposal and ONE (1) soft (electronic) copy. The soft copy shall be in Adobe Acrobat (.pdf or .pdfx) format for textual information and Microsoft Excel (.xls or .xlsx) format for price/cost data. Spreadsheets should be functional spreadsheets containing all necessary formulas (i.e. not read-only spreadsheets). Spreadsheets should not be locked or password protected. The soft copy shall be provided on a standard five-inch CD that is separate from the CD containing the non-price

proposal. All copies, including the electronic copy shall be exact duplicates. If there is any difference between the electronic and hard copy, the hard copy shall take precedence.

In addition, offers consist of and shall include the following items as part of Volume II:

Solicitation cover sheet with appropriate blocks completed by the quoter

Solicitation pricing pages completed by the quoter

Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 (if not previously acknowledged).

Representations and Certifications completed by the quoter in accordance with instructions contained elsewhere in this solicitation. If the quoter has completed all of the representations and certifications required by this solicitation in ORCA in accordance with FAR 52.204-8 and DFARS 252.204-7007 ALT A, then the offeror need not submit the hardcopy Representations and Certifications.

The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation and any attachments and/or exhibits hereto. Alternate proposals are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer ineligible for award.

#### Volume I          Non-price Proposal

This volume shall address Management Approach, Corporate Experience, and Past Performance, and include all information required for proposal evaluation.

This volume of the proposal shall exclude any pricing/cost information, that would reveal the total costing/pricing detailed in Volume II of the proposal.

Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

#### Volume II          Price/Cost Proposal

This volume shall include the completed solicitation documents and a complete and detailed price/cost breakdown with all supporting information.

The price quote should include G&A on Material and ODCs.

Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

**IMPORTANT NOTES:**

(1) Quoters shall respond to all requirements of the solicitation document. Quoters are cautioned not to alter the solicitation.

(2) In the event any person who is not a bona fide employee of the offeror participated in the creation, formulation, or writing of any portion of the proposal, a certificate to this effect shall be included in the proposal which shall be signed by an officer of the offeror. Such certificate shall identify the name of the person who is not a bona fide employee, that person's employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

## II. REQUIREMENTS FOR QUOTE CONTENT

(1) Any offeror who will be submitting CLASSIFIED data in its Non-price proposal shall first notify the Contracting Officer by contacting the point of contact in the solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal shall be housed in its own binder, separate from the unclassified portion.

(2) Introduction and Purpose - This section specifies the format that offerors should use in proposals submitted in response to this solicitation. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.

(3) Each volume should contain the following items in addition to the other information required by this solicitation:

Cover:	The cover should indicate the following: Title of the proposal Volume Number (I or II) Solicitation number Name and address of offeror Identification of original signature copies
Table of Contents:	The table of contents should provide detail sufficient to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

(4) Requirements for Style: Each quoter shall submit a proposal that clearly and concisely sets forth the contractor's response to the requirements of the RFQ. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective quote are not desired and may be construed as an indication of the quoter's lack of cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The quote shall contain all the pertinent information in sufficient detail in the one area of the quote where it contributes most critically to the discussion. When necessary, the quoter shall refer to the initial discussion and identify its location within its quote.

### (5) Page Limitations

Volume I, "Non-price Proposal," is limited to a maximum of **20** pages in length inclusive of any charts, diagrams, and/or other graphics. Each "page" is defined as one sheet, 8 ½" x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 ½" x 11" pages. The cover sheet, table of contents (not to exceed one page per volume), tabs, and dividers will not count toward the page limit. The one exception to the font size requirement shown above is that the "corporate experience and past performance information forms" may be completed with a point size of 10 or greater. Pages submitted in excess of the page limitations described above will not be evaluated.

Volume II, "Price Proposal," is not page limited.

The quoter shall submit ONE (1) original, hard (paper) copy of the price quotation and ONE (1) soft (electronic) copy. The soft copy shall be in Adobe Acrobat (.pdf or .pdfx) format for textual information and Microsoft Excel (.xls or .xlsx) format for price data. Spreadsheets should be functional spreadsheets containing all necessary formulas (i.e. not read-only spreadsheets). Spreadsheets should not be locked or password protected. The soft copy shall be provided on a standard five-inch CD that is separate from the CD containing the non-price quotation. All copies, including the electronic copy shall be exact duplicates. If there is any difference between the electronic and hard copy, the hard copy shall take precedence.

### III. QUOTE CONTENT

#### (1) Volume I – Non-price Quote

This volume of the quote shall exclude any pricing/cost information.

The acquisition will be awarded on a best value basis. The Government intends to make a single award to the eligible, responsible small business concern whose quotation, conforming to the solicitation, is determined most advantageous to the government considering each quoter's technical submission and price. The evaluation will consider the quoter's non-price submission more important than price. The procurement will be processed in accordance with Simplified Acquisition Procedures (SAP). Nonetheless, best value evaluation factors will be included in the solicitation. The non-price quote will consist of the following factors which are listed in descending order of importance. Management Approach as the most important factor, followed by Corporate Experience and Past Performance which are considered equal importance.

##### (a) Management Approach

The quoter shall provide in detail a management approach that will successfully accomplish the requirements of the solicitation, including the PWS. The quoter should describe any risks associated with the solicitation, including the PWS and any risks associated with implementation of the quoter's management approach; describe any techniques and actions to mitigate such risks; and explain whether the techniques and actions identified for risk mitigation have been successfully used by the quoter. The quoter should provide any other information the quoter considers relevant to the solicitation.

- The quoter's ability to provide start-up services within sixty (60) days after contract award, and an overview of the quoter's start-up plan.
- The quoter's staffing approach to accomplish all required tasks including the quoter's plan to recruit and retain sufficient qualified staff, including the quoter's plan to use full-time, part-time, prime, and/or subcontractor employees.
- The quoter's quality control plan to monitor and ensure the quality of services provided, including corrective action procedures.
- The risk associated with the implementation of the quoter's management approach, as well as the steps to mitigate this risk, and an explanation of whether the techniques and methods identified for mitigation have been successfully used by the quoter in the past.

(b) Corporate Experience

The quoter shall demonstrate relevant corporate experience. Relevant corporate experience is experience within the past five years that is the same as, or similar to, the scope, magnitude, and complexity of the work described by this solicitation.

To demonstrate its corporate experience, the quoter shall identify up to **3** of its most relevant contracts or efforts within the past five (5) years, and provide any other information the quoter considers relevant to the requirements of the solicitation. Quoters shall provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. If subcontractor experience is provided as part of the **3** of its most relevant contracts or efforts, the subcontractor experience will be given weight relative to the scope, magnitude and complexity of the aspects of the work under the solicitation that the subcontractor is proposed to perform. Therefore, the quoter's proposal shall detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform.

The corporate experience references will be evaluated in the aggregate in order to allow quoters who may not have the entire scope, magnitude, and complexity of the requirement under one individual contract to still be considered acceptable if experience with the full scope, magnitude, and complexity of the requirement can be demonstrated within the allotted number of references as described above.

The quoter should complete a "[Corporate Experience and Past Performance Information Form](#)" for each reference submitted. The form is an attachment to the solicitation. The forms will count toward the Volume I page limit described above. For additional information regarding a particular reference beyond that which will fit on the form, the quoter may continue onto another sheet of paper. Such continuation sheet(s) for submitted references will count toward the Volume I page limit. Relevant references submitted under the Corporate Experience factor will also be considered in the evaluation of Past Performance. Only a single set of up to five references shall be submitted.

*NOTE: The Corporate Experience factor is defined by what relevant experience the quoter has gained under specific contracts within the five years immediately preceding the submission of its proposal; while the Past Performance factor, identified below, is defined by how well the quoter has performed over those five years. The primary focus of the Past Performance evaluation will be on those contracts identified in the proposal that are found to be relevant to the solicitation's requirements. While Corporate Experience and Past Performance are separate evaluation factors, they principally focus on different aspects of the same contracts. Accordingly, quoters shall submit a single set of corporate experience and past performance information (maximum of [insert number] of its most relevant contracts) to satisfy the submission requirements for both factors.*

(c) Past Performance

The quoter shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past five years) that is of similar scope, magnitude, and complexity to that which is described in the solicitation (as defined under the Corporate Experience factor). The Government will evaluate the relevant references submitted under Corporate Experience factor. Only a single set of up to **3** references shall be submitted.

If the quotation is determined unacceptable in any of the technical evaluation factors and/or subfactors, the quotation may not be considered for award. The Government reserves the right to award the contact to other than the lowest priced quoter.

**(2) Volume II – Price Quote**

This volume shall include the completed solicitation documents with all supporting information. The price quote should include G&A on Material and ODCs.

Each page of each copy should include the following legend:

SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104

Volume II shall include the completed solicitation documents with all supporting documentation to assist the Government in determining price reasonableness for this effort.

(a) Separate price information shall be submitted for each time period specified in the pricing pages of the solicitation. Quoter is to provide FFP quote per course based on the estimated quantity of courses and trainings found in Section B and again in the chart below:

Estimated Quantities of Courses and Trainings

		Base	OY 1	OY 2	OY 3	OY 4
Course	PWS	Max. Qty.				
Tier I Training: Basic Mediation Skills	C.3.2	8	8	8	8	8
Tier II Training: Advance Mediation Skills	C.3.3	8	8	8	8	8
Tier III Training: Screening and Evaluation of DON Mediator-Candidates	C.3.4	15	15	15	15	15
Tier III Refresher Course	C.3.5	5	5	5	5	5
Tier IV Co-Mediations	C.3.6	80	80	80	80	80
ADR Stakeholder Awareness Training	C.3.7	5	5	5	5	5
Convener Training	C.3.8	8	8	8	8	8
Conflict Resolution Skills for Manager	C.3.9	8	8	8	8	8
Americans with Disabilities / Rehabilitation Act Course	C.3.10	8	8	8	8	8
Tier I Healthcare: Basic Mediation w/ Emphasis on Healthcare Model	C.3.11	3	3	3	3	3
Group Facilitation Training	C.3.12	10	10	10	10	10
Mediation Services	C.3.13	15	15	15	15	15
Expert Skills (4-hour Course)	C.3.14	8	8	8	8	8
Expert Skills (8-hour Course)	C.3.14	10	10	10	10	10
Expert Skills (12-hour Course)	C.3.14	5	5	5	5	5
Expert Skills (16-hour Course)	C.3.14	5	5	5	5	5
Conflict Coaching	C.3.15	8	8	8	8	8

(b) The government will incorporate the quoter's quoted priced in any resultant contract. The evaluated price will be based on the quoted price and the government's estimated number of courses and trainings.

(i) Reserved

(ii) Reserved

(iii) Reserved

(g) If the quoter is currently being audited, or has been audited, by the Defense Contract Audit Agency, the name and location of the assigned DCAA office should be furnished with the price/cost proposal.

(End of Summary of Changes)