

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 5

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 06/20/2007	4. ORDER NUMBER	5. SOLICITATION NUMBER HQBZS0704	6. SOLICITATION ISSUE DATE 06/20/2007
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ritchie D. Vinson	b. TELEPHONE NUMBER (No collect calls) (202) 806-5000 ext. 409	8. OFFER DUE DATE/ 07/18/2007 LOCAL TIME 12:00 am

9. ISSUED BY Office of Procurement Services Corporation for National and Community Service 1201 New York Avenue, NW Washington, DC 20525 TEL: (202) 606-6987 ext. FAX: (202) 606-3488 ext.	CODE 60400	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: Over 17,000,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %
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15. DELIVER TO No Shipping Information Attn:	CODE	16. ADMINISTERED BY Office of Procurement Services Corporation for National and Community Service, 1201 New York Avenue, NW Washington, DC 20525	CODE 60400
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17a. CONTRACTOR/OFFEROR No Contractor Information Available	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Accounting and Financial Management Services Corporation for National and Community Service, 1201 New York Avenue, N.W. Suite 8500 Washington, DC 20525	CODE AFMS
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TELEPHONE NO.	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/>	29. AWARD OF CONTRACT: REF. _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Ritchie D. Vinson	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
	42b. RECEIVED AT <i>(Location)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Line Item Summary	Document Number HQBZS0704	Title Sr. Corps Training/Tech Writing	Page 3 of 5
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Contractor shall submit a pricing proposal in accordance with the Statements of Work. The below items are general characteristics of what the Government wishes to receive as a minimum for pricing information. Also, attached is a list of known content experts available for consulting/subcontracting opportunities.

0001	Develop a Train-the-Trainer Independent Living Training Curriculum	(09/28/2007 to 09/27/2008)	0.00	yr	\$ _____	\$ _____
Service per the Statement of Work under Section C.						

0001AA	Task 1: Project Team Coordination and Management	(09/28/2007 to 09/27/2008)	12.00	mos	\$ _____	\$ _____
Offeror to insert monthly administrative fee per Statement of Work.						

0001AB	Task 2: Development of Train-the-Trainer Independent Living Curriculum	(09/28/2007 to 09/27/2008)	1.00	job	\$ _____	\$ _____
Offeror to submit fixed price for entire set of deliverables per Statement of Work						

0001AC	Task 3: Deliverables	(09/28/2007 to 09/27/2008)	1.00	job	\$ _____	\$ _____
Offeror to submit a fixed price for entire set of deliverables per Statement of Work						

0002	Update to the existing Technical Assistance Manual	(09/28/2007 to 09/27/2008)	0.00		\$ _____	\$ _____
Service per the Statement of Work under Section C.						

Line Item Summary	Document Number HQBZS0704	Title Sr. Corps Training/Tech Writing	Page 4 of 5
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AA	Task 1: Project Team Coordination and Management	(09/28/2007 to 09/27/2008)	12.00	mos	\$ _____	\$ _____
	Offeror to submit fixed monthly administrative fee. Any associated travel costs will be paid "in addition to" the monthly administrative fee.					
0002AB	Task 2: Project Research and Results	(09/28/2007 to 09/27/2008)	12.00	mos	\$ _____	\$ _____
	Offeror shall submit fixed monthly administrative fee per Statement of Work.					
0002AC	Task 3: Deliverables	(09/28/2007 to 09/27/2008)	1.00	job	\$ _____	\$ _____
	Offeror shall submit a fixed price for the entire set of deliverables per the Statement of Work.					
0003	Training for New Senior Corps Project Directors	(09/28/2007 to 09/27/2008)	0.00		\$ _____	\$ _____
	Provide Service per the Statement of Work under Section C.					
0003AA	Task 1: Project Team Coordination and Management (Year 1)	(09/28/2007 to 09/27/2008)	12.00	mos	\$ _____	\$ _____
	Offeror shall submit pricing as a fixed monthly administrative fee per statement of work.					

Line Item Summary	Document Number HQBZS0704	Title Sr. Corps Training/Tech Writing	Page 5 of 5
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0003AB	Task 2: Development of New Project Director Training Curriculum (Year 1)	(09/28/2007 to 09/27/2008)	1.00	job	\$ _____	\$ _____
	Offeror shall submit a fixed price for the entire deliverable task.					
0003AC	Task 3: Deliverables (Year 1)	(09/28/2007 to 09/27/2008)	12.00	mos	\$ _____	\$ _____
	Offeror shall submit price as a monthly development/administrative fee for the task.					
0004	Option Period 1, Line Item 0003, Task 3	(09/28/2008 to 09/27/2009)	12.00	mos	\$ _____	\$ _____
	Offeror shall submit price as a monthly development/administrative fee for the task.					
0005	Option Period 2, Line Item 0003, Task 3	(09/28/2009 to 09/27/2010)	12.00	mos	\$ _____	\$ _____
	Offeror shall submit price as a monthly development/administrative fee for the task.					

Your point of contact for technical issues is Angela Roberts, 202-606-6822. Point of contact for contractual issues is Ritchie Vinson, 202-606-6988, or Leroy Dawson, 202-606-7551.

**Senior Corps Statements of Work
List of Known Content Experts**

Name	Title	Organization	E-Mail	Phone
Jane Watkins	President	National Association of FGP Project Directors	jwatkins@fgpcf.fdn.com	407-579-4180
Camellia Pisegna	President	National Association of SCP Project Directors	camelliapisegna@arcaagencyonaging.org	269-983-7058
Melodye Kleinman	President	National Association of RSVP Project Directors	melnlen@verizon.net	310-473-4630
Mary Jane Duckett			maryjduckett@hotmail.com	302-945-5001
April Forsythe	Social Science Research Analyst	Centers for Medicare and Medicaid Services	April.Forsythe@cms.hhs.gov	410-786-3262
Gary Smith		Human Services Research Institute	gsmith@hsri.org	503-924-3783
Laura Beck	Program Director	Eden at Home – The Eden Alternative	Lbeck@edenalt.com	607-351-3082
Karen Key	Director, Volunteer Alliances	AARP	KKey@aarp.org	202-434-3396
John Pribyl	SCP Project Director	Lutheran Services in America	John.pribyl@lssmn.org	651-310-9444

**Statement of Work
Senior Corps
Train-the-Trainer Independent Living Curriculum**

Introduction/Background

As the baby boom population ages the need for assisting this large segment of the population to live outside of institutions will become more critical. Through its network of more than 200 projects, the Corporation for National and Community Service's Senior Companion Program projects nationwide, more than 16,000 volunteers age 60 and over deliver independent living services to more than 57,000 frail seniors annually. The vast majority of services are delivered to frail elderly in their homes. A small number of Senior Companions serve in community-based settings such as Adult Day Care. In addition, through its RSVP program, more than 35,100 volunteers deliver independent living services to frail seniors.

Senior Companion Program volunteers, many of whom serve 20 hours or more each week, receive the necessary pre-service orientation to ensure that they are effective when serving the needs of their clients. They also attend monthly 4-hour in-service training sessions that focus on trends in aging, effective practices for volunteers serving homebound seniors, and other topics. RSVP volunteers receive service-oriented training through their placement sites, also known as volunteer stations.

Because volunteers are in continuous contact with their clients, and because their own effectiveness increases with ongoing training applicable to their assignments, the Corporation for National and Community Service through its Senior Corps Program is seeking the services of a qualified contractor to accomplish the following work:

GENERAL OVERVIEW: Develop a *Train-the-Trainer Independent Living Training Curriculum* with the following characteristics that is focused on ways in which Senior Companion and RSVP volunteers can provide higher levels of service to their independent living clients:

- a. Train the trainer model – the Independent Living Training Curriculum developed would represent a standard set of materials that can be understood and used by a trainer, such as a Senior Corps project director, to directly train volunteers;
- b. Hands-on and concrete – centered on creative and easy to use strategies and ideas that volunteers delivering independent living services can adapt when serving their own clients;
- c. Linking theory to practice – helping the volunteers receiving the training to understand the foundation knowledge behind delivery of suggested service strategies and activities.

GENERAL OBJECTIVE/PURPOSE:

- Provide Senior Companion projects and RSVP projects that have volunteers delivering independent living services with a standardized and easy-to-use training curriculum that can be used to enhance the services delivered by the volunteers; and
- Help Senior Companion and RSVP volunteers delivering independent living services receive ongoing training to help make them more effective and creative in serving their clients

Scope of Work

The contractor's proposal must describe how it will perform the tasks and sub-tasks as identified in the following scope of work. If the contractor's intent is to subcontract specific components in the scope of work, the proposed subcontractor(s) and the work to be performed must be identified.

Task and Sub-Tasks
I. Train-the-Trainer Independent Living Training Curriculum
Task 1: Project Team Coordination and Management The contractor will work with individuals identified by the Senior Corps as additional content experts to ensure all relevant topics are addressed in the training curriculum. Under the leadership of the Senior Corps COTR and the contractor, this group will meet on a regular basis via conference calls and e-mail to review drafts and to provide input and feedback on the training curriculum. <ol style="list-style-type: none">1. Estimated face to face meetings: One kick-off meeting of 1 ½ days in duration with Key Contractor Staff in conjunction with Senior Corps Sounding Board (To be held at CNCS HQ – Washington, DC)2. Estimated bi-weekly conference calls a period of 9 months3. Estimated weekly e-mails to conduct ongoing business
Task 2: Development of Train-the-Trainer Independent Living Curriculum The Curriculum must respond to the following specifications: <ol style="list-style-type: none">1) The Independent Living Curriculum will be used to train Senior Companion and RSVP volunteers providing independent living services by:<ul style="list-style-type: none">◆ Senior Companion and RSVP Project Directors and Volunteer Leaders◆ Volunteer Station Supervisor and Staff as applicable.2) The Independent Living Curriculum will be used in the following venues:<ul style="list-style-type: none">◆ Pre-serving orientation◆ Senior Companion volunteer in-service training;◆ RSVP volunteer training as applicable;◆ Other group trainings arranged and conducted at a community or other training site;◆ Experienced volunteers, such as Senior Companion Leaders, to deliver to peers.3) The Train-the-Trainer Independent Living Curriculum will contain modules or sections on relevant topics. The modules will provide not only introductory information, but also information to help the volunteer's progress in implementing creative and effective services with clients.<ul style="list-style-type: none">• Each module or section will start with learning objectives for the section, an outline and timeline for delivery of materials, handouts to be used, description of training activities and instructions for delivery.

Task and Sub-Tasks

Any PowerPoint or visual aids to be used will be included by section.

- A training evaluation form will be developed and included that asks participants to rate the training against the learning objectives of the training and on trainer delivery.
- Each module should be designed for 45 minutes of training.
- At the discretion of the trainer, modules may be combined during a training session to deliver one or more modules at one time.

- 4) Contractor will develop a *Workshop Leader's Guide* for trainers who will be delivering the curriculum to volunteers. Essential modules of the curricula will include, but not be limited to:
- a. Understanding independent living services delivered by volunteers – what they are and what they are not;
 - b. Understanding the challenges experienced by the homebound and often frail clients – physical, emotional, social;
 - c. Understanding the symptoms of dementia and other cognitive disorders associated with aging;
 - d. Effective and respectful communications – tips on how to respond when clients may communicate in ways that are hard to follow or that reflect anger or hopelessness;
 - e. Reading the client's body language and how to respond appropriately, including sitting quietly and providing comfort through proximity;
 - f. Beyond companionship services – tips, ideas, strategies and how-to suggestions that volunteers can use to help independent living clients increase quality of life and to alleviate:
 - ◆ Loneliness and Social isolation;
 - ◆ Feelings of uselessness or helplessness;
 - ◆ Effects of physical or cognitive limitations
 - g. Becoming an effective care partner:
 - ◆ Helping the volunteers to recognize the benefits to themselves as a result of their service;
 - ◆ Helping the volunteers to see themselves as a member of a team with the client and others who serve the client; and
 - ◆ Helping the volunteers to see the reciprocity of their care partner relationship to the clients – that they both provide services and receive benefits through their interaction with their clients.

All sections of the Curriculum should contain practical suggestions and examples that volunteers can employ when interacting with their clients. For example:

- ◆ How to help clients eat a healthy diet;
 - ◆ Importance of exercise;
 - ◆ Monitoring medications;
 - ◆ Ways to report concerns to the volunteer station supervisor;
 - ◆ Arranging a home session with a therapy dog for stimulation;
 - ◆ Surprising the client with a small but vibrant token of some kind, such as a colorful beach ball;
 - ◆ Bringing a surprise snack or special book to read aloud;
 - ◆ Playing a simple board game or arranging flowers;
 - ◆ Opening a window on a warm day to feel the breeze and experience the sounds of the outdoors
- h. Worksheets, checklists, and other tools to help the volunteers organize their goals with the client for a visit or session;
 - i. Communicating with other volunteers delivering the same services to form support and peer teams; and

Task and Sub-Tasks

- j. Effective practices in topics essential for volunteers delivering independent living services to frail seniors to know.

The contractor will solicit feedback and input from the project team throughout the curriculum development phase. As modules are developed, they will be previewed by other content experts as the Senior Corps COTR deems appropriate.

The Government requires a minimum of two business weeks to review and return comments and changes on all documents.

- 5) The contractor will conduct a pilot test of the curriculum in one location when notified by the Contracting Officer. The location and monitoring of the test will be determined by the Senior Corps COTR and the Senior Corps team. Based on the test feedback/results the contractor may be required to make adjustments.

Task 3: Deliverables

- 1) One Outline and Table of Contents of the Train-the-Trainer Independent Living Curriculum in Microsoft Word.
- 2) One first draft of the Train-the-Trainer Independent Living Curriculum with each module and as required, program-specific modules in MSWord and PowerPoint or in combination at the discretion of the contractor. The contractor may propose design and layout specifications that must be approved through the contracting Officer via the Senior Corps COTR prior to full design and layout.
- 3) One final draft of the Train-the-Trainer Independent Living Curriculum in MSWord and PowerPoint or in combination at the discretion of the contractor. The final layout of the Training Curriculum will be clear, clean, easy to read, using a font no smaller than 12 point for the core text. On slides and other presentation materials, the text and graphics should be readable and easy to understand.
- 4) The final Curriculum will be complete with all final modules with content, slides, graphics, evaluation forms, and other components to reflect a finished product.

New paragraph not in this section: Corporation (Government) Provided Equipment/Services

The contractor shall not be responsible for:

- Submitting web-ready copy that is formatted in final layout. This will be the responsibility of the Corporation for National and Community Service.

Managing the process to migrate the web-ready copy to the National Service Resource Center and other online repositories. This will be the responsibility of the Corporation for National and Community Service.

- 5) The contractor will deliver a series of Train-the-Trainer sessions in conjunction with Senior Corps sanctioned events identified to be delivered during June of 2008

Proposal Requirements

A. Terms, Conditions etc.: The purchase order will be written in accordance with FAR and is considered to be a commercial item and/or service under FAR Part 12.

B. Submission: Offerors should submit with their proposal the following: (1) Technical proposal; (2) Cost proposal; (3) Statement of past performance.

1. The technical proposal should include the proposed technical approach to the statement of work as requested in the below technical statement. However, the technical proposal is not to exceed 30-pages.
2. The cost proposal should include all aspects of cost/price surrounding Tasks 1, 2, and 3 as identified within the statement of work.
 - Task #1 shall be priced as a fixed monthly administrative fee;
 - Task #2 shall be fixed-price for the entire set of deliverables outlined under the task., and
 - Task #3 shall be fixed-price for the entire set of deliverables outlined under the task.
3. Past performance Information: Supply a list of three prior contracts (Current names, addresses, phone and email) within the last 3-years of similar size/nature. Include a brief description of each contract regarding the offeror’s experience performing similar work efforts. Emphasis should be given to work performed in training development for other small federal government clients.

C. Proposal Evaluation Criteria

CNCS will award a commercial purchase order resulting from this solicitation based on an analysis to determine the offeror whose proposal conforming to this solicitation is be the most advantageous to the Government, price and other factors considered. Technical and other non-priced factors are considered to be equal price. Technical, Price and Past Performance will be used as evaluation criteria for this procurement.

D. Proposal Submission: See cover letter for actual date/times as applicable.

Contractor Technical Capabilities and Assessment Criteria

The offerer’s technical proposal will be evaluated on the following technical capabilities according to the accompanying assessment criteria.

Contractor Capability	Assessment Criteria
1) Understanding of the Statement of Work and proposed technical approach	As demonstrated by: <ul style="list-style-type: none"> • Contractor’s ability to provide a summary describing its approach to complete the tasks as described in the Statement of Work
2) Specialized knowledge and skills: <ul style="list-style-type: none"> • Concrete and thorough knowledge of the Senior Companion and RSVP Programs, with emphasis on how volunteers deliver 	As demonstrated by: <ul style="list-style-type: none"> • Contractor’s described experience and familiarity with the Senior Corps’ Senior Companion and RSVP Programs – including type of

Contractor Capability	Assessment Criteria
<p>independent living services to frail seniors.</p> <ul style="list-style-type: none"> • Knowledge of independent living for seniors with an emphasis on services appropriately delivered by volunteers and on how to increase the effectiveness and creativity of volunteers to help clients overcome social isolation, feelings of hopelessness, and the limitations of physical or cognitive impairment 	<p>involvement, duration, role, responsibilities, any experience working with new project director peers.</p> <ul style="list-style-type: none"> • Evidence provided by the contractor highlighting knowledge and experience in these topics and in the principles of adult learning.
<p>3) Experience developing training curricula similar to curriculum described in this Statement of Work</p>	<p>As demonstrated by:</p> <ul style="list-style-type: none"> • Submission of experience in development training curricula, particularly for adult learners; • Review of training curricula developed previously
<p>4) Experience with writing high quality technical assistance manuals</p>	<p>As demonstrated by:</p> <ul style="list-style-type: none"> • Review of roster of previous manuals or documents • Review of writing samples for construction, quality, ease of understanding content
<p>5) Project management experience</p>	<p>As demonstrated by:</p> <ul style="list-style-type: none"> • Evidence of managing projects of similar type and scope

Period of Performance: 12 months from date of award.

Location of Work: Contractor/vendor site and other non-Corporation sites

Acceptance: All services and products provided under this contract must pass all applicable reviews and associated tests outlined within this document. The COTR and the Contracting Officer must sign-off on all deliverables prior to processing payments.

Statement of Work
Update to the Existing Technical Assistance Manual
Medicaid Home and Community-Based Waivers:
A Guide for Senior Companion and Foster Grandparent Programs

Introduction/Background:

The Corporation for National and Community Service (Corporation), through its Senior Corps Program Unit, is seeking the services of a qualified individual or organization to update and modify its existing technical assistance manual, *Medicaid Home and Community-Based Waivers: A Guide for Senior Companion Programs* (1997).

This manual continues as a useful reference and technical assistance guide and represents the first guide developed by Senior Corps to provide concrete and practical tips to help its grantees access and obtain additional financial support and service opportunities through Medicaid Home and Community-Based Waivers for Independent Living Services.

In the years since its publication, new information has become available related to both national Medicaid Waiver Policy and growing sophistication on the part of Senior Corps about how its Senior Companion Program grantees can be successful in attaining Medicaid Waiver funding for independent living services to frail seniors. Thus, an updated manual is needed to:

- Reflect the evolved state of the field and to incorporate new policies, procedures, and lessons learned; and
- Provide current and practical technical assistance and strategies for success to Senior Companion Program grantees interested in securing Medicaid Waiver funds to allow its volunteers to deliver independent living services to Medicaid eligible seniors.

General Overview:

- a. Update and modernize the existing *Medicaid Home and Community-Based Waivers: A Guide for Senior Companion Programs* to meet the specifications described in Task 3 to support the Senior Corps' goal of increasing the number of Senior Companion Program grantees who are successful in securing Medicaid Waiver funds, and in doing so, to diversify funding while expanding delivery of independent living services to seniors.
- b. Unlike the original guide that was entitled *Medicaid Home and Community-Based Waivers: A Guide for Senior Companion and Foster Grandparent Programs*, the updated Guide will focus exclusively on the Senior Companion Program.

Separate sections of this Statement of Work describe the qualifications, specialized knowledge needed, and scope of work.

General Objective/Purpose

The objective of this project is to provide Senior Companion projects with a current, relevant and accessible Guide to assist with pursuing and securing Medicaid Waiver funding that will allow

expansion of Senior Companion services to Medicaid eligible seniors in need of independent living support.

Scope of Work

Tasks and Sub-Tasks

Task 1: Project Team Coordination and Management

- 1) Work with content experts or other specialists identified by Senior Corps or contractor, with Senior Corps approval, to assemble and oversee a project quality and review team that will:
 - a. Help to plan and then attend one team meeting to be held at Corporation Headquarters in Washington, DC for the duration of 1 day that may require overnight accommodations; with contractor responsible for:
 - All travel arrangements (transportation, lodging, per diem, etc.) necessary for the contractor team and content experts.
 - Managing travel funds and payments necessary for contractor team and content experts using funds from this award.

NOTE: As applicable, the contractor will be reimbursed for costs for travel, lodging, meals and incidental expenses.

- a. Transportation costs will be reimbursed at actual cost based on a review of receipts submitted with an invoice.
- b. Costs incurred for lodging, meals, and incidental expenses will be approved only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel, as set forth in the Federal Travel Regulation.

i. Current rates can be found at: <http://www.gsa.gov/perdiem>

- b. Provide input in areas of expertise as needed;
- c. Review drafts of manual prior to final draft;
- d. Provide technical or other assistance;
- e. Facilitate ongoing discussion and communication among the writers, content experts, Senior Corps and others as necessary to ensure mutual understanding of the Guide and the status:
 - Convene monthly 90 minute conference calls for the first 3 months of the award.
 - Convene quarterly 90 minute conference calls for the remaining 9 months of the award.
- f. Manage document control and revision process, including maintaining logs of changes and recommendations, providing lists of proposed changes to project team as requested, and archiving past revisions for retrieval and review as needed.
 - The Government requires a minimum of two business weeks to review and return comments and changes.

Task 2: Project Research and Results

- 1) Using online and other information repositories, compile lists of findings that represent the state of the art with respect to Medicaid Home and Community-Based Waivers and Independent Living that can be shared with Senior Corps and that can be incorporated into the manuscript described in Task 3.

Tasks and Sub-Tasks

- 2) Using Senior Companion project information provided by Senior Corps, conduct interviews on effective practices that can be incorporated into the manuscript described in Task 3.

Task 3: Deliverables

- 1) One Outline and updated Table of Contents for updated manual in MSWord.
- 2) A first draft of manuscript in MSWord of an updated version of the existing *Medicaid Home and Community-Based Waivers Guide* that contains the following modifications:
 - (a) Limit focus exclusively to the **Senior Companion Program** and Medicaid Waivers that support independent living for seniors;
 - (b) Retain the structure of the Table of Contents, Chapters and Appendices in the original manual and update all sections as needed to reflect changes implemented since the original manual was printed;
 - (c) Update all Appendices with new information as applicable;
 - (d) Insert new and updated examples provided by successful Senior Companion Program grantees that illustrate effective practices; and
 - (e) Insert new information relevant to accessing and working with Medicaid Waiver systems at the state level.
- 3) Dependant upon needed revisions, up to two additional drafts of manuscript in MSWord of an updated version of the existing *Medicaid Home and Community-Based Waivers Guide* that contains the following modifications:
 - Limit focus exclusively to the **Senior Companion Program** and Medicaid Waivers that support independent living for seniors;
 - Retain the structure of the Table of Contents, Chapters and Appendices in the original manual and update all sections as needed to reflect changes implemented since the original manual was printed;
 - Update all Appendices with new information as applicable;
 - Insert new and updated examples provided by successful Senior Companion Program grantees that illustrate effective practices; and
 - Insert new information relevant to accessing and working with Medicaid Waiver systems at the state level.
- 4) One final draft of manuscript in MSWord.

Specifications: The final Guide will be posted by the Corporation on the National Service Resource Center: <http://nationalservicerresources.org/> for view and download by readers.

The contractor will be responsible for providing a final manuscript in MSWord that is complete:

- All final content, edits and copy updated to reflect a finished product.
- All sections of the Guide provided, including Table of Contents and Appendices.
- All charts, tables, graphs, or other graphics included.

Tasks and Sub-Tasks

The contractor **shall not** be responsible for:

- Submitting web-ready copy that is formatted in final layout. This will be the responsibility of the Corporation for National and Community Service.
- Managing the process to migrate the web-ready copy to the National Service Resource Center and other online repositories. This will be the responsibility of the Corporation for National and Community Service.

Reference Materials Accompanying this Request for Proposals .PDF format:

- The original *Medicaid Home and Community-Based Waivers Guide*.
- Roster of Senior Companion Program grantees that currently have Medicaid Waivers to support independent living including contact information.

5) Corporation (Government) Provided Equipment and Services:

- No U.S. Government equipment or services will be provided except as noted in *italics* below:

The Corporation will provide meeting space at its Washington, DC headquarters office for the face-to-face project meeting as referenced in Task 1.

Proposal Requirements

A. Terms, Conditions etc.: The purchase order will be written in accordance with FAR and is considered to be a commercial item and/or service under FAR Part 12.

B. Submission: Offerors should submit with their proposal the following: (1) Technical proposal; (2) Cost proposal; (3) Statement of past performance.

1. The technical proposal should include the proposed technical approach to the statement of work as requested in the below technical statement. However, the technical proposal is not to exceed 30-pages.
2. The cost proposal should include all aspects of cost/price surrounding Tasks 1, 2, and 3 as identified within the statement of work.
 - Task #1 shall be priced as a fixed monthly administrative fee with the note that any associated travel costs will be paid "in addition to" this fee as outlined in the task description. The corporation will allot a NTE Line Item funded specifically for travel on the resulting agreement;
 - Task #2 shall be priced as a fixed monthly administrative fee, and;
 - Task #3 shall be fixed-price for the entire set of deliverables outlined under the task.
3. Past performance Information: Supply a list of three prior contracts (Current names, addresses, phone and email) within the last 3-years of similar size/nature. Include a brief description of each contract regarding the offeror's experience performing similar work efforts. Emphasis should be given to work performed in training development for other small federal government clients.

C. Proposal Evaluation Criteria

CNCS will award a commercial purchase order resulting from this solicitation based on an analysis to determine the offeror whose proposal conforming to this solicitation is be the most advantageous to the Government, price and other factors considered. Technical and other non-priced factors are considered to be equal to price. Technical, Price and Past Performance will be used as evaluation criteria for this procurement.

D. Proposal Submission: See cover letter for actual date/times as applicable.

Contractor Technical Capabilities and Assessment Criteria

The offeror's proposal will be evaluated on the following capabilities according to the accompanying assessment criteria.

Contractor Capability	Assessment Criteria
1) Understanding of the Statement of Work and proposed technical approach	As demonstrated by: <ul style="list-style-type: none">• Contractor's ability to provide a summary describing its approach to complete the tasks as described in the Statement of Work
2) Specialized knowledge and skills: Concrete and thorough knowledge of the Senior Companion Program, including its purpose, scope, statute, regulations, and operations, and the linkage with Medicaid Waiver opportunities.	As demonstrated by: <ul style="list-style-type: none">• Contractor's described experience and familiarity with the Senior Companion Program – including type of involvement, duration, role, responsibilities, any experience operating a project delivering Medicaid Waiver services.
3) Knowledge of how Medicaid Home and Community-Based Waivers for Independent Living operate, including systems and access points.	<ul style="list-style-type: none">• Contractor's described experience and familiarity with Medicaid Waivers – type of experience, duration, purpose, outcomes achieved.
4) Experience with writing high quality technical assistance manuals.	As demonstrated by: <ul style="list-style-type: none">• Review of roster of previous manuals or documents.• Review of writing samples for construction, quality, ease of understanding content.
5) Project management experience.	As demonstrated by: <ul style="list-style-type: none">• Evidence of managing projects of similar type and scope.

Period of Performance: 12 months from date of award.

Location of Work: Contractor/vendor site and other non-Corporation sites except as noted.

Acceptance: All services and products provided under this contract must pass all applicable reviews and associated tests outlined within this document. The COTR and Contracting Officer must sign off on all deliverables prior to approval of payments.

Statement of Work
Senior Corps
Training for New Senior Corps Project Directors
Training Curriculum and Peer-to-Peer Mentoring Program

Introduction/Background

The Corporation for National and Community Service (Corporation), through its Senior Corps Program Unit, is seeking the services of a qualified organization to accomplish the following work:

1. Design a written curriculum for new project directors of the Senior Corps' three programs: RSVP, the Foster Grandparent Program, and the Senior Companion Program;

Reference materials accompanying this Request for Proposals in .PDF format:

The Senior Corps has compiled a set of New Project Director Training materials developed by Senior Corps project directors, Corporation State Program Staff, and others that can serve as a foundation for the training curriculum.

2. Design and manage a peer-to-peer mentoring and support program in which experienced Senior Corps project director mentors are matched with newly hired project directors in their geographic region to provide tips for success and other support to help the new project directors to effectively manage their projects.

Separate sections of this Statement of Work describe the qualifications, specialized knowledge needed, and scope of work.

General Objective/Purpose

The objectives of this project are to:

- Help to ensure that new project directors of the RSVP, Foster Grandparent, and Senior Companion Programs receive training, tools, and materials to help them effectively manage their Senior Corps projects.
- Provide ongoing support to new project directors of the RSVP, Foster Grandparent, and Senior Companion Programs through an organized and well-managed peer-to-peer mentoring program.

Scope of Work

The contractor's proposal must include how it will perform the tasks and sub-tasks as identified in the following scope of work. If the contractor's intent is to subcontract specific components in the scope of work, the proposed subcontractor(s) and the work to be performed must be identified.

Task and Sub-Tasks
I. New Project Director Training Curriculum
Task 1/Year 1: Project Team Coordination and Management <ul style="list-style-type: none">• The contractor will work with the existing Senior Corps Training and Technical Assistance Sounding Board who will serve as additional content experts to ensure all relevant topics are addressed in the training curriculum. Under the leadership of the Senior Corps COTR and the contractor, this group will meet on a regular basis via conference calls and e-mail to review drafts and to provide input and feedback on the training curriculum. • Estimated bi-weekly (26) conference calls that are 90 minutes in duration each.• Estimated weekly e-mails to conduct ongoing business
Task 2/Year 1: Development of New Project Director Training Curriculum <ol style="list-style-type: none">1) The New Project Director Training Curriculum will be used by:<ul style="list-style-type: none">◆ Experienced Project Directors who will serve as peer mentors to newly hired project directors; or◆ National T/TA training providers who may conduct sessions based on the curriculum at state-wide, cluster, or national training events. 2) The New Project Director Training Curriculum will be used in the following venues:<ul style="list-style-type: none">◆ Small group trainings arranged and conducted in a community or other training site;◆ One-on-one training opportunities arranged and delivered by Corporation State Staff or by experienced project directors. 3) The contractor will have access to the existing New Project Director Training materials that were developed by experienced Project Directors and Corporation State Office Program staff. It is anticipated that these materials will contain all required content areas in which training is needed. The primary task of the contractor will be to organize the materials into specific training modules. If essential topics are not included in the materials, the contractor will fill knowledge gaps as needed. Using these materials as well as its own knowledge and other sources, the contractor will finalize a New Project Director Training Curriculum that includes:<ol style="list-style-type: none">a. Workshop Leader's Guide for trainers who will be delivering the curriculum to new Project Directors.b. New Project Director Training Curriculum <p>Training Modules include, but not be limited to, the following content:</p> <ol style="list-style-type: none">a. Understanding key reference materials, including program regulations, grant application, reports;b. Working with the sponsor organization for optimal support;c. Working with community organizations and placement sites (volunteer stations);d. Working with volunteers to ensure quality placements and outcomes;e. Recruiting new volunteers;f. Orientation and training of volunteers;g. Introduction to outcome-based programming;h. Resource development and community support;i. Effective practices for all aspects of project management; andj. Tools, worksheets, and other hands-on management materials.

Task and Sub-Tasks

Under the leadership of the Senior Corps COTR, the contractor will solicit feedback and input from the T/TA Sounding Board throughout the curriculum development phase. As modules are developed, they will be reviewed by members of the Sounding Board and other content experts as the Senior Corps COTR deems appropriate.

Note: The government requires a minimum of two business weeks to review and return comments and changes.

- 4) Senior Corps comprises three distinct programs. In some cases, the information essential for new project directors is the same among the three programs. In other cases, program-specific information is required. The training curriculum must contain separate modules for each program when addressing topics not common across all three programs.

Task 3/Year 1: Deliverables

- 1) One Outline and Table of Contents of the **New Project Director Training Curriculum** in Microsoft Word.
- 2) The contractor will propose layout and design of the Curriculum in MSWord and PowerPoint or in combination at the discretion of the contractor. The designs proposed will be subject to approval by the Senior Corps COTR.
- 2) One full first draft of the New Project Director Training Curriculum with each module and as required, program-specific modules in MSWord and PowerPoint or in combination at the discretion of the contractor.
- 3) One final draft of the Curriculum in MSWord and PowerPoint or in combination at the discretion of the contractor. The layout of the Training Curriculum should be clear, clean, easy to read, using a font no smaller than 12 point for the core text. On slides and other presentation materials, the text and graphics should be readable and easy to understand.

The contractor will **not** be responsible for:

- Submitting web-ready copy that is formatted in final layout. This will be the responsibility of the Corporation for National and Community Service.
- Managing the process to migrate the web-ready copy to the National Service Resource Center and other online repositories. This will be the responsibility of the Corporation for National and Community Service.

4)

Reference materials included in .PDF format:

- Information about the Senior Corps' T/TA Sounding Board.
- Existing New Project Director Training Curriculum materials developed by existing project directors and Corporation State Office Program staff.
- Program Regulations for the RSVP, Foster Grandparent, and Senior Companion Programs.

Task and Sub-Tasks

II. Peer-to-Peer Mentoring for New Project Directors

Task 1/Years 1, 2, 3: Peer-to-Peer Mentoring Program Design and Management

- 1) The contractor will develop a peer-to-peer mentoring program where experienced Senior Corps project directors serve as mentors to less experienced peers with the following principles extant:
 - ◆ Audience to be mentored: New Senior Corps project directors of the RSVP, Foster Grandparent, and Senior Companion programs with 18 months or fewer on the job. There are approximately 230 to 240 new project directors entering the Senior Corps network annually.
 - ◆ The contractor will include a plan in the proposal for experienced project directors to be matched with less

Task and Sub-Tasks

experienced peers to ensure at least two face to face meetings and establish a plan of ongoing contact.

- ◆ Whenever possible, experienced project directors and new project directors are matched within the closest geographic distance or within the same state – whichever the Corporation State Program Director of the new project director believes is best.
 - ◆ Experienced project director mentors and new project directors will be of the same program (RSVP to RSVP, Foster Grandparent to Foster Grandparent, Senior Companion to Senior Companion);
- 2) Corporation (government) provided services/products
The contractor will **not** be solely responsible for determining the eligibility of project director mentors or for making the selection of project director mentors. The Corporation will provide input to the contractor, with the Senior Corps COTR serving as the coordinator.
- ◆ Eligibility of mentors will be based on criteria that will include:
 - a. Demonstration of a quality project
 - b. Demonstration of project outcomes;
 - c. Experience in project management;
 - d. Demonstration of responsiveness of federal reporting to the Corporation, including on time submissions of reports and records management; and
 - e. Experience in securing non-Corporation resources;
- 3) Once the peer mentor candidates are made final, the contractor will be responsible for:
- ◆ Maintaining the roster of experienced project directors who will serve as mentors;
 - ◆ Conducting outreach to identify new project directors in need of TA and maintain a log of the status (in need of TA, post-training);
 - ◆ Matching mentors to new project directors in need of TA;
 - ◆ Convening conference calls with mentors to review materials and prepare them for their assignments;
 - ◆ Monitoring the status of TA;
 - ◆ Conducting follow up and evaluations with both mentors and newly trained project directors;
 - ◆ Providing written monthly updates to the Senior Corps COTR; and
 - ◆ Managing all project expenses, including systems to peer mentor travel and other necessary expenses to conduct mentoring;

Proposal Requirements

A. Terms, Conditions etc.: The purchase order will be written in accordance with FAR and is considered to be a commercial item and/or service under FAR Part 12.

B. Submission: Offerors should submit with their proposal the following: (1) Technical proposal; (2) Cost proposal; (3) Statement of past performance.

1. The technical proposal should include the proposed technical approach to the statement of work as requested in the below technical statement. However, the technical proposal is not to exceed 30-pages.
2. The cost proposal should include all aspects of cost/price surrounding Tasks 1, 2, and 3 as identified within the statement of work.
 - Task #1 shall be priced as a fixed monthly administrative fee,
 - Task #2 shall be fixed-price for the entire deliverable task, and

- Task #3 shall be priced as a monthly Development/Administrative fee for the task.
 - All option period pricing shall follow the same price standards, as applicable, as listed above.
3. Past performance Information: Supply a list of three prior contracts (Current names, addresses, phone and email) within the last 3-years of similar size/nature. Include a brief description of each contract regarding the offeror's experience performing similar work efforts. Emphasis should be given to work performed in training development for other small federal government clients.

C. Proposal Evaluation Criteria

CNCS will award a commercial purchase order resulting from this solicitation based on an analysis to determine the offeror whose proposal conforming to this solicitation is be the most advantageous to the Government, price and other factors considered. Technical and other non-priced factors are considered to be equal to price. Technical, Price and Past Performance will be used as evaluation criteria for this procurement.

D. Proposal Submission: See cover letter for actual date/times as applicable.

Contractor Capabilities and Assessment Criteria

The offerer's proposal will be evaluated on the following capabilities according to the accompanying assessment criteria.

Contractor Capability	Assessment Criteria
1) Understanding of the Statement of Work and proposed technical approach	As demonstrated by: Contractor's ability to provide a summary describing its approach to complete the tasks as described in the Statement of Work
2) Specialized knowledge and skills: <ul style="list-style-type: none"> • Concrete and thorough knowledge of the Senior Corps' three programs, with emphasis on the knowledge and skills needed to by new project directors. 	As demonstrated by: <ul style="list-style-type: none"> • Contractor's described experience and familiarity with the Senior Corps Programs – including type of involvement, duration, role, responsibilities, any experience working with new project director peers.
3) Experience developing training curricula similar to curriculum described in this Statement of Work	As demonstrated by: <ul style="list-style-type: none"> • Submission of experience in development training curricula, particularly for adult learners; • Review of training curricula developed previously
4) Experience with writing high quality technical assistance manuals	As demonstrated by: <ul style="list-style-type: none"> • Review of roster of previous manuals or documents • Review of writing samples for construction, quality, ease of understanding content
5) Project management experience	As demonstrated by:

Contractor Capability	Assessment Criteria
	<ul style="list-style-type: none"> <li data-bbox="792 224 1377 289">• Evidence of managing projects of similar type and scope

Period of Performance: Task #1 and #2 shall be completed within 12-months from date of Award. Task #3 has a 1-year from date of award performance period, plus two 1-year options.

Location of Work: Contractor/vendor site and other non-Corporation sites except as noted.

Acceptance: All services and products provided under this contract must pass all applicable reviews and associated tests outlined within this document. The COTR and Contracting Officer must sign off on all deliverables prior to approving payment for services.

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

-----<http://www.acquisition.gov>-----

[Insert one or more Internet addresses]

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-01	Instructions to Offerors--Commercial Items	January 2006
52.212-04	Contract Terms and Conditions--Commercial Items	September 2005

2 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS.

MARCH
2005

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications 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 (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern--

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

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

"Women-owned 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 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.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 Name _____
 TIN _____.

(c) Offerors must complete the following representations when the resulting contract will 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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.
 - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

- (i) It [] has, [] has not participated in a previous contract or subcontract subject 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 \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component", "domestic end product", "end product", "foreign 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 end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--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.

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 (JAN 2004). 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 (JAN 2004). 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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) 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 representations 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 (b) through (i) 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.]

(End of provision)

3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS FEBRUAR Y 2006

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 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 shall check as appropriate.]

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

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)[Reserved]

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 2003) of 52.219-5.

- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

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

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

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 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)).

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

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

___ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 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.]

___ x (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

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

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

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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.

(End of Clause)

4 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUAR
ALT I IMPLEMENT STATUTES OR EXECUTIVE ORDERS - Y 2000
COMMERCIAL ITEMS (APR 2005) - ALTERNATE I

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

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

[Contracting Officer shall check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

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

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

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

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

(iii) Alternate II (MAR 2004) of 52.219-6.

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

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

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (28) 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)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

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

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

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

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

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

---http://www.acquisition.gov-----

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

----<http://www.acquisition.gov>-----

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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-----<http://www.acquisition.gov>-----

[Insert one or more Internet addresses]

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	September 2005
52.204-02	Security Requirements	August 1996
52.204-02 Alt I	Security Requirements (Aug 1996) - Alternate I	April 1984
52.204-07	Central Contractor Registration	October 2003
52.204-07 Alt. I	Central Contractor Registration (Oct 2003) Alternate I	October 2003
52.207-05	Option To Purchase Equipment	February 1995
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.215-02	Audit and Records--Negotiation	June 1999
52.215-02 Alt III	Audit and Records--Negotiation (Jun 1999) - Alternate III	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.216-04	Economic Price Adjustment-Labor and Material	January 1997
52.217-06	Option For Increased Quantity	March 1989
52.217-08	Option To Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-26	Equal Opportunity	April 2002
52.222-26 Alt I	Equal Opportunity (Apr 2002) - Alternate I	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001

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52.222-35 Alt I	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) - Alternate I	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-36 Alt I	Affirmative Action for Workers With Disabilities (Jun 1998) - Alternate I	June 1998
52.222-41	Service Contract Act Of 1965, As Amended	July 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	February 2002
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.227-14	Rights in Data--General	June 1987
52.227-14 Alt I	Rights in Data--General (Jun 1987) - Alternate I	June 1987
52.227-14 Alt II	Rights in Data--General (Jun 1987) - Alternate II	June 1987
52.227-14 Alt III	Rights in Data--General (Jun 1987) - Alternate III	June 1987
52.227-14 Alt IV	Rights in Data--General (Jun 1987) - Alternate IV	June 1987
52.227-14 Alt V	Rights in Data--General (Jun 1987) - Alternate V	June 1987
52.227-17	Rights In Data-Special Works	June 1987
52.227-18	Rights in Data--Existing Works	June 1987
52.227-19	Commercial Computer Software- Restricted Rights	June 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	January 1997
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.228-05	Insurance - Work On A Government Installation	January 1997
52.229-03	Federal, State And Local Taxes	April 2003
52.229-04	Federal, State And Local Taxes (State and Local Adjustments)	April 2003
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-18	Availability Of Funds	April 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.239-01	Privacy or Security Safeguards	August 1996
52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.243-01 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	April 1984
52.243-01 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	April 1984
52.243-07	Notification Of Changes	April 1984

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52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.245-04	Government-Furnished Property (Short Form)	June 2003
52.246-20	Warranty Of Services	May 2001
52.246-25	Limitation Of Liability--Services	February 1997
52.247-67	Submission of Transportation Documents for Audit	February 2006
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

I.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

I.3 52.216-25 CONTRACT DEFINITIZATION (SEE NOTE 1.) OCTOBER 1997

(a) A fixed-price [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price [insert specific type of proposal; e.g., fixed-price or cost-and-fee] proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:

_____ not later than 30 September 2007 _____

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

I.4 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE. MAY 2004

(a) Definition. "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).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

I.5 52.222-19 CHILD LABOR- COOPERATION WITH AUTHORITIES AND
REMEDIES

JANUARY
2006

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or

(4) Aruba, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

I.6 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

FEBRUAR
Y 2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.7 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR
Y 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):

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[Insert one or more Internet addresses]

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER
1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.2 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

AUGUST
2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

-----http://www.acquisition.gov-----

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.215-01	Instructions to Offerors--Competitive Acquisition	January 2004

L.2 52.233-02 SERVICE OF PROTEST

AUGUST
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 _____ Corporation for National and Community Service

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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):

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[Insert one or more Internet addresses]

Clause	Title	Date
52.214-22	Evaluation Of Bids For Multiple Awards	March 1990
52.217-05	Evaluation Of Options	July 1990