



Dear Vendor:

You are invited to submit a proposal to provide services under a Blanket Purchase Agreement (BPA) as both a Hearing Examiner and/or a Grievance Examiner, each as needed on a case by case basis, in accordance with the qualifications set forth in 45 CFR Part 1210, Appendix A, and 45 CFR Part 1211, Appendix A, respectively. (See attached.) These Examiner services needed are for the AmeriCorps*VISTA program of the Corporation for National and Community Service, a Federal agency located in Washington, D.C.

This solicitation is issued under the Federal Acquisition Regulation (FAR) Subpart 8.405-3, Blanket Purchase Agreements (BPAs) with Statements of Work (SOW) as attached. The Corporation for National and Community Service, (Corporation) intends to award up to five (5) Blanket Purchase Agreements (BPAs) for **Hearing/Grievance Examiner Services**.

This requirement is set-aside 100% for Small Business. The period of performance will not exceed five years from the date of award. Anticipated award date will be no later than July 30, 2007.

All firms or individuals responding must have an active commercial and government entity code (CAGE Code), must be registered and active with the Central Contractor Registration (CCR) <https://www.bpn.gov/ccr>. All vendors will either submit a current Representations and Certifications document and/or register on the ORCA website <https://orca.bpn.gov/login.aspx> with their current Reps/Certs. All responsive emerging small business offerors will be considered by the agency.

You may prepare and respond by downloading the attached solicitation and mailing your quote to the address below. We suggest using a commercial delivery carrier (UPS, FedEx, etc) as to not delay the delivery of mail. All regular USPS mail is radiated. You may also send your proposal via email to rvinson@cns.gov no later than the listed closing date/time listed on the FedBizOps Posting. If you send via email, it is incumbent upon yourself to call and verify that your package has been received by the named individual. The Corporation does not assume liability for lost email. Fax requests will not be honored. Once the solicitation is posted, it is incumbent upon the interested parties to review this site frequently for any updates/amendments.

Mailing address: Corporation of National and Community Service
1201 New York Avenue, NW, Rm#8404,
Washington, DC 20525
Attn: Ritchie Vinson

Any and all questions regarding this RFP should be submitted in writing to the following email; rvinson@cns.gov not later than June 12, 2007 3:00 pm EST, for appropriate review and response. Again, it is incumbent upon the interested parties to review this site frequently for any updates/amendments.

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

1. REQUISITION NUMBER

PAGE 1 OF 22

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 05/29/2007	4. ORDER NUMBER	5. SOLICITATION NUMBER HQBZS0703	6. SOLICITATION ISSUE DATE 06/01/2007
7. FOR SOLICITATION INFORMATION CALL: a. NAME Ritchie D. Vinson		b. TELEPHONE NUMBER (No collect calls) (202) 606-5000 ext. 409		8. OFFER DUE DATE/ LOCAL TIME 06/29/2007 3:00 pm

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: 541199 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 Office of the General Counsel Corporation for National and Community Service, 1201 New York Avenue, N.W. Washington, DC 20525 Attn: Frank Trinity	CODE OGC	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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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: 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)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Leroy Dawson, Jr.	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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
	42b. RECEIVED AT <i>(Location)</i>	
	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

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 Statement of Work. The below items are general characteristics of what the Corporation wishes to receive as a minimum for pricing information.

0001	Hearing Examiner Services		0.00		\$ _____	\$ _____
		(08/01/2007 to 07/31/2012)				
	Service per the Statement of Work under section C.1.					

0001AA	Hourly Rate for Hearing Examiner Services			hr	\$ _____	\$ _____
		(08/01/2007 to 07/31/2012)				
	Offeror to insert hourly rate based on an 8-hour day as stated in the Statement of Work.					

0001AB	Sample Scenario #1 - Hearing Examiner		1.00	job	\$ _____	\$ _____
		(08/01/2007 to 07/31/2012)				
	Offeror to submit pricing for sample scenario per SOW					

0002	Grievance Examiner Services		0.00		\$ _____	\$ _____
		(08/01/2007 to 07/31/2012)				
	Service per the Statement of Work under section C.2.					

0002AA	Hourly Rate for Hearing Examiner Services			hr	\$ _____	\$ _____
		(08/01/2007 to 07/31/2012)				
	Offeror to insert hourly rate based on an 8-hour day as stated in the Statement of Work.					

Line Item Summary	Document Num: HQBZS0703	Title Hearing-Greavance Examiner Svs	Page 4 of 22
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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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0002AB	Sample Scenario #1 - Grievance Examiner	(08/01/2007 to 07/31/2012)	1.00	job	\$ _____	\$ _____
Offeror to submit pricing for sample scenario per SOW						

Your point of contact for this RFP is Mr. Ritchie Vinson, 202-606-6988 or Leroy Dawson at 202-606-7551.

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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/> or <http://farsite.hill.af.mil/>

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.

(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);
- 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:

 X (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 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).
- X (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).
- X (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:

- ___ (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.).

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____ (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 ALT I	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -	FEBRUAR Y 2000
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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:

 X (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.

 X (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).

___X_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___X_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___X_ (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).

___X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___X_ (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).

___X_ (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).

X (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).

X (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (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:

___ (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.).

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(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 I -- CONTRACT CLAUSES

I.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):

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-07	Central Contractor Registration	October 2003
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.	May 2004
52.225-13	Restrictions on Certain Foreign Purchases	February 2006

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 total awarded dollars.

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

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

OCTOBER
1997

Clause not applicable
(End of clause)

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER
INFORMATION WITH OFFER

MAY 1999

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

**Statement of Work Hearing/Grievance Examiner Services
For Fact-Finding Inquiries and Investigations**

A. Background:

1. The Corporation for National and Community Service (Corporation) requires prompt as-needed fact-finding and case analysis services provided for the Corporation’s AmeriCorps*VISTA program by Examiners who are qualified as both Hearing and/or Grievance Examiners in accordance with 45 CFR Part 1210, Appendix A, and 45 CFR Part 1211, Appendix A. Such Examiners shall, as needed, conduct, Hearing Examiner duties – that is, they shall conduct Inquiries into, review, and analyze, appeals filed by former AmeriCorps*VISTA members regarding their “for cause” terminations from the AmeriCorps*VISTA program. Also, as needed, such Examiners shall conduct Grievance Examiner duties – that is, they shall conduct an Investigation of, review, and analyze, grievances filed by current or former members regarding matters related to the terms or conditions of their service in the AmeriCorps*VISTA program.
2. Corporation to Volunteer Relationship: The contractor should be aware of the “special” relationship between the Corporation and the Volunteer’s.....Insert Legal jargon here.....
3. BPA Call Process:
 - a. Contractor Notification of Need: All BPA holders will be given the opportunity to submit a quote each time the Office of AmeriCorps*VISTA COTR has a need for either type of Examiner services under the descriptions set forth in the statement of work.
 - i. Upon notification from the COTR the BPA holder will need to respond as follows:
 1. If the notification is **before** 11:59 AM (EST) quotes should be received by the close (4:30 pm EST) of that same business day.
 2. If the notification is **after** 11:59 AM (EST) quotes should be received by 12:00 pm (EST) of the next business day.
 - ii. Quotes can be faxed or emailed to the COTR.
 - iii. All quotes will set forth a burdened hourly or daily rate (Per BPA Schedule awarded), exclusive of direct travel costs. The daily rate, if quoted, will be assumed to be an “eight-hour” day for evaluation purposes.
 - iv. Travel will always be listed as a not-to-exceed line item and paid as described within the statement of work.
 - v. Quotes will be evaluated on technical ability, when the vendor is available to start the investigation, price, and performance history.
 - b. Notification to Selected Contractors: The selected contractors will be notified as follows:
 - i. The selected contractors will be notified directly by the Contract Specialist or Contracting Officer, via email or fax to proceed with the investigation as quoted.

**Statement of Work Hearing/Grievance Examiner Services
For Fact-Finding Inquiries and Investigations**

- ii. All notifications will be confirmed within 5-days in writing by official issuance of a written BPA call with the Contracting Officer's signature.
4. Agency Expectations:
- a. The commencement of all such Examiner services must be almost immediate, starting on or about the date of award of the procurement to the selected contractor.
 - b. To the extent practicable, the investigative portion of the services should be completed in short order, preferably within fourteen (14) calendar days of commencement. In instances when the completion of the investigative portion of the services may reasonably take longer than fourteen (14) calendar days, the Corporation would need the awarded contractor to provide interim reports on investigative findings and/or periodic updates on the progress and findings of the investigation to that point.
 - c. The Corporation's AmeriCorps*VISTA program office is located at the Corporation's Headquarters in Washington, D.C. About half of the Corporation's workforce (about 300 people) are located at the Headquarters worksite. The other half of the Corporation workforce (about 300 people) are deployed and dispersed in offices in most states throughout the United States.

B. Description of Services:

- 1. As-needed, fact-finding Inquiries conducted by Hearing Examiners, and Investigations conducted by a Grievance Examiners, shall at a minimum include:
 - a. Detailed interviews with the former or current AmeriCorps*VISTA member who has appeal his/her termination "for cause" or filed a grievances.
 - Include interviews as needed with any other relevant persons who the Examiner determines to have credible and relevant information;
 - b. Written affidavits or statement(s) from such individuals with information or views relevant to the allegations; and
 - c. Written analyses, based on the findings of the investigation and relevant law and regulations, as to whether there is sufficient evidence to sustain any or all of the allegations.
- 2. Requirements -- For Hearing Examiners and/or Grievance Examiners, as indicated:
 - a. Signed Witness Statements or Affidavits – For Hearing Examiners and Grievance Examiners:
At least one signed and dated sworn statement or affidavit from each person.
 - b. Comprehensive Report – For Hearing Examiners: All activities and functions necessary to perform as a Hearing Examiner for the termination appeal of a former AmeriCorps*VISTA member, as required by 45 CFR Parts §1210.3-7 and §1210.3-8. The Comprehensive Report shall include a summary of the Inquiry, and a written analysis as described immediately below in paragraph c.

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c. Written Analysis – For Hearing Examiners: An analysis, applying any applicable law, guidelines or policies, determining whether there is sufficient evidence to sustain any of the allegations made.

d. Comprehensive Report – For Grievance Examiners: All activities and functions necessary to perform as a Grievance Examiner for the grievance of a current or former AmeriCorps*VISTA member, as required by 45 CFR Parts §1211.1-12 and §1211.1-13. The Comprehensive Report shall include a summary of the Investigation, and a written analysis.

C. Deliverables and Associated Requirements:

1. For Hearing Examiners Services

a. Conduct an Inquiry: Each Contractor who performs Hearing Examiner services shall conduct an Inquiry, as defined by 45 CFR Part §1210.3-7.

b. Prepare a Termination File and Examiner's Report: Each Contractor who performs Hearing Examiner services shall prepare a Termination File and Examiner's Report, in accordance with 45 C.F.R. §1210.3-8. The Termination File shall contain all relevant evidence including documents related to the termination, including statements of witnesses, records or copies thereof. The Examiner's Report shall contain a report of findings and recommendations which shall be made part of the Termination File. The report of findings and recommendations shall also contain an analysis, applying any applicable law, guidelines or policies, determining whether there is sufficient evidence to sustain any of the allegations made. The Examiner's Report will be used by the AmeriCorps*VISTA program to determine a former or current AmeriCorps*VISTA member's appeal merits further agency action, corrective or otherwise.

c. Send Termination File and Examiner's Report to AmeriCorps*VISTA Director: Each Contractor who performs Hearing Examiner services shall send to the AmeriCorps*VISTA Director the Termination Report and Examiner's Report, which includes a report of findings and recommendations.

d. Timeframes and Deadlines For Delivery of Termination File and Examiner's Report to the AmeriCorps*VISTA Director: To the extent practicable, each Contractor who performs Hearing Examiner services should transmit to the AmeriCorps*VISTA Director, at the Office of AmeriCorps*VISTA, in Washington, DC, the complete Termination File and Examiner's Report, following the Inquiry, within 30 days of the commencement of the Inquiry. In all cases, the Hearing Examiner shall transmit to the AmeriCorps*VISTA Director the complete Termination and Examiner's Report no later than 45 days from the date of award of the BPA call.

2. For Grievance Examiner Services

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a. Conduct an Investigation: Each Contractor who performs Grievance Examiner services shall conduct Inquiries, as defined by 45 CFR Part §1211.1-12.

b. Prepare a Grievance File and Examiner's Report: Each Contractor who performs Grievance Examiner services shall prepare a Grievance File and Examiner's Report, in accordance with 45 C.F.R. §1211.1-13. The Termination File shall contain all relevant evidence including documents related to the termination, including statements of witnesses, records or copies thereof. The Examiner's Report shall contain a report of findings and recommendations which shall be made part of the Grievance File. The report of findings and recommendations shall also contain an analysis, applying any applicable law, guidelines or policies, determining whether there is sufficient evidence to sustain any of the allegations made. The Examiner's Report will be used by the AmeriCorps*VISTA program to determine whether a former or current AmeriCorps*VISTA member's grievance merits further agency action, corrective or otherwise.

c. Send Grievance File and Examiner's Report to AmeriCorps*VISTA Director: Each Contractor who performs Grievance Examiner services shall send to the AmeriCorps*VISTA Director the Grievance Report and Examiner's Report, which includes a report of findings and recommendations. The report of findings and recommendations shall also contain an analysis, applying any applicable law, guidelines or policies, determining whether there is sufficient evidence to sustain any of the allegations made.

d. Timeframes and Deadlines For Delivery of Grievance File and Examiner's Report to the AmeriCorps*VISTA Director: To the extent practicable, each Contractor who performs Hearing Examiner services should transmit to the AmeriCorps*VISTA Director, at the Office of AmeriCorps*VISTA in Washington, DC, the complete Grievance File and Examiner's Report, following the Inquiry, within 30 days of the commencement of the Inquiry. In all cases, the Hearing Examiner shall transmit to the AmeriCorps*VISTA Director the complete Grievance File and Examiner's Report no later than 45 days from the date of award of the BPA call.

D. Location where services are to be performed:

The location where the Grievance or Hearing Examiner services are to be performed shall vary depending on the case, and can be at a variety of locales throughout the continental United States, Hawaii, and Puerto Rico. Pertinent facts are as follows:

1. The Corporation's Headquarters are located in Washington, D.C. and about half of its workforce (about 300 people) is located at this worksite.
2. The other half of the Corporation workforce (about 300 people) is deployed and dispersed in offices in small and large cities throughout the continental United States, Hawaii and Puerto Rico.
3. Deployments: For temporary periods of time, segments of the Corporation workforce are on work-related travel or otherwise work in locations other than their permanent Corporation duty stations.

E. Travel:

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1. In most cases, out-of-town or long distance travel to perform Inquiry/Investigative services shall be warranted. It is not uncommon for long distance travel to require air transportation. Travel shall depend on where the former or current AmeriCorps*VISTA member served or still serves, and where s/he may currently reside. Where the Examiner must travel to conduct witness interviews and otherwise conduct the Inquiry or Investigation is determined on a case by case basis. The Examiner must be able and prepared, in short order, to commence services in cities throughout the United States.
2. As applicable, the selected contractors 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>

F. Period of Performance:

The period of performance for as-needed fact-finding Examiner services shall be for five (5) years from the date of the award of the Blanket Purchase Agreement (BPA).

G. Contracting Officer's Technical Representative:

The Contracting Officer designates the following individual as the Contracting Officer's Technical Representative (COTR):

Name of Contact: TBD after award
Office Phone Number: (202) 606-
E-Mail:

The COTR is responsible for administering the performance of work under the blanket purchase agreement. A copy of the COTR appointment letter will be given to the contractor at time of award.

Evaluation Criteria for Proposal Submissions: Technical and other non-priced factors are considered to be more important than price in this evaluation.

The Corporation will evaluate the Technical Competency of an offer in three subset categories:

- **Past performance**
- **Examiner Resumes**
- **Examiner approach to Response time and Travel**

The Corporation will evaluate the Price of the offer based on information supplied under paragraph #5, below.

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1. Past performance (Similar services)
 - a. Please supply three references of ongoing or completed actions of a similar nature
 - b. Complete with current phone, email and points of contact.
 - c. Indicate whether you have had professional experience with the AmeriCorps*VISTA program, or other federally-conducted programs; and if so, describe the nature of that experience.
2. Resumes for Examiners
 - a. Submit at least one resume of relevant professional experience
3. Response Time
 - a. Please clearly identify how your office plans on responding to our agency needs as it relates to the timeliness of the Examiner services needed.
4. Travel: Please respond on how your office handles travel contingencies for areas across the United States that are outside your local office area.
5. Price: In addition to supplying a quotation to the sample Examiner Services scenario's listed above, please identify how you intend to price your services: (Hourly rate, daily rate, per investigation) and include such pricing within the proposal. Note: Travel pricing is already outlined in the SOW.

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Sample Scenarios -- For a Hearing Examiner and a Grievance Examiner

1) Hearing Examiner Scenario:

The Corporation terminated, for cause, a former AmeriCorps*VISTA member, Jane Doe, on January 28, 2007. Ms. Doe was serving at a small, non-profit sponsoring organization, Community Works, in Reno, NV. Community Works is the AmeriCorps*VISTA project site where Ms. Doe had been serving her year-long term of service. Her term of service was scheduled to end a week later on February 2, 2007. In late December 2006, the Corporation's Nevada State Office began getting phone calls and e-mails from Community Works that Ms. Doe was engaging in disruptive behaviors at the project site, including yelling at staff and at indigent individuals that Community Works served. Also, by January 1, 2007, Ms. Doe had also exhausted all of her allowable leave for the year long term.

On January 7, 2007, the Corporation's Nevada State Office removed Ms. Doe from the Community Works project site, placed her in Administrative Hold status, and gave her written notice of her proposed termination for cause from the AmeriCorps*VISTA program, in accordance with 45 C.F.R. §1210.3-4(b). In her proposed termination, Ms. Doe was advised that she had until January 23, 2007 to respond, after which time the Nevada State Office would determine whether it was still appropriate to issue a final decision terminating her for cause. On January 26, 2007, Ms. Doe sent to the Nevada State Office her only response. On January 28, 2007, after fully considering Ms. Doe's untimely response, and the entire record, the Nevada State Office determined she should be terminated for cause.

In her January 26, 2007 response, Ms. Doe admitted to the misconduct asserted by the sponsoring organization; however, she reported that she has a chronic psychiatric disorder – bipolar disorder – which effects her moods and caused her to engage in the misconduct. There is no evidence that Community Works was aware of Ms. Doe's reported medical condition while she served there. Ms. Doe also claimed that she had not yet exhausted all her allotted leave. On January 28, 2007, when the Nevada State Office terminated Ms. Doe, she was provided a right to appeal to the Corporation Southwest Region Area Manager Michael Jones, in accordance with 45 C.F.R. § 1210.3-6(a). Ms. Doe was terminated from the AmeriCorps*VISTA program on January 28, 2007, five days before she would have concluded yearlong service on February 2, 2007.

On February 3, 2007, Ms. Doe appealed the decision to the Corporation Area Manager Jones. On February 8, 2007, Area Manager Jones, after reviewing the entire record before him, affirmed the termination decision. In his appeal decision, Area Manager Jones notified Ms. Doe that if she was dissatisfied with his decision, in accordance with 45 C.F.R. §1210.3-6(b), she had 5 days to request the Corporation's appointment of a Hearing Examiner to conduct an Inquiry into the circumstances regarding her termination, and prepare a Termination File and Examiner's Report with findings and recommendations for the AmeriCorps*VISTA Director.

On February 10, 2007, Ms. Doe requested from Area Manager Jones the appointment of a Hearing Examiner.

Please remember: Corporation to Volunteer Relationship: The contractor should be aware of the "special" relationship between the Corporation and the Volunteer's.....Insert Legal jargon here.....

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2) Grievance Examiner Scenario:

On February 4, 2007, the Corporation terminated, for lack of suitable assignment, a former AmeriCorps*VISTA member, Danny Brown. Mr. Brown has been serving in California at a small sponsoring organization, Service/Corps, which had a single project site in Oakland, CA. Mr. Brown's year-long term of service was scheduled to end in October 2007. On December 30, 2006, the Corporation's California State Office got a phone call and an e-mail from Mr. Brown, that his live-in girlfriend, who was not serving in the AmeriCorps*VISTA program, needed to move to Albany, New York immediately. He wished to relocate with her. He asked that the California State Office permit him to leave his project site in Oakland, CA and to let him seek to secure a reassignment at another AmeriCorps*VISTA, in or near Albany, NY.

On January 2, 2007, the California State Office spoke with the New York State Office and explained Mr. Brown's request. The New York State Office agreed to allow Mr. Brown to be reassigned to an AmeriCorps*VISTA position in New York, if he was able to find one. The New York State Office also cautioned that there were no open slots for AmeriCorps*VISTA positions in the Albany, NY area. Thus, the California State Office sent Mr. Brown a letter, and telephoned him, with the news that based on his request, he has been removed from the Oakland, CA project site effective January 2, 2007, placed in Administrative Hold status with living allowance pay, while he sought reassignment in New York. The letter did not guarantee his success in achieving assignment, but stated that he may secure reassignment anywhere in New York and that he had until January 30, 2007 to do so. The letter further promised that Corporation's AmeriCorps*VISTA program would pay his relocation allowance if he secured a reassignment by the deadline. The letter made clear that if Mr. Brown could not secure reassignment at an AmeriCorps*VISTA project in New York by January 30, 2007, his status in Administrative Hold would be lifted and he would be terminated from the AmeriCorps*VISTA program, for lack of suitable assignment, a non-cause reason, in accordance with 45 C.F.R. §1210.3-2(c)(2).

On January 2, 2007, the same day that the California State Office spoke with the New York State Office, the California State Office also contacted the Oakland, CA project site and notified the Service/Corps project site supervisor, Laura Smith, that Mr. Brown had been removed from the project site. Ms. Smith thanked the California State Office for the information and advised the California State Office that it was fortuitous that Mr. Brown was removed because the AmeriCorps*VISTA operations at Service/Corps were shutting down permanently, by January 15, 2007. The Service/Corps project site could not sustain the operations due to budgetary constraints. Therefore, no AmeriCorps*VISTA members could remain there after that date.

By February 4, 2007 – five days after the January 30, 2007 deadline -- Mr. Brown had not secured a reassignment to any AmeriCorps*VISTA project in New York. The California State Office had not heard from Mr. Brown since mid-January 2007 when he expressed his intent to be moving to New York in a few days. The California State Office contacted the New York State Office and confirmed that the New York State Office never heard from Mr. Brown. Consequently, on February 5, 2007, the California State Office sent Mr. Brown that his Administrative Hold status was lifted and he was terminated for lack of suitable assignment effective that day.

As it turns out, Mr. Brown never left California to go to New York. A reported personal crisis ensued that prevented him from traveling. He received the California State Office's February 5, 2007 termination for lack of suitable assignment notification on February 7, 2007. The following week, citing to 45 C.F.R. §1211.1-10 – i.e., the AmeriCorps*VISTA informal grievance procedure -- Mr. Brown sent

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a written grievance to the California State Office Director and complained that his termination was unfair and that he should be able to go back to serving at the Oakland, CA project site.

On February 9, 2007, the California State Office Director issued a decision denying Mr. Brown's informal grievance, stating his termination for lack of suitable assignment was appropriate. The Director also noted that even if Mr. Brown's termination were somehow deemed inappropriate, he could not go back to his prior assignment at the Oakland, CA site since the project shut down in mid-January 2007. The California State Office Director's denial of Mr. Brown's informal grievance advised him that if he was not satisfied with her decision, he could submit a formal grievance in writing, within 5 days, to the Corporation's Western Area Manager, Janet Service, in accordance with 45 C.F.R. §1211.1-10(b).

On February 13, 2007, Mr. Brown initiated a formal grievance to Area Manager Service, continuing to assert his termination was unfair and demanding to return to his prior Oakland, CA project site. On February 23, 2007, Area Manager Service issued a Decision, denying Mr. Brown's formal grievance, and providing the grounds for the denial. Area Manager Service's Decision notified Mr. Brown that if he was dissatisfied, in accordance with 45 C.F.R. §1211.1-11(f), he had 5 days to request the Corporation's appointment of a Grievance Examiner to conduct an Investigation into the circumstances regarding his grievance, and prepare a Grievance File and Examiner's Report with findings and recommendations for the AmeriCorps*VISTA Director.

On February 27, 2007, Mr. Brown requested from Area Manager Service the appointment of a Grievance Examiner.

Subpart C—VISTA Volunteer Early Termination

§ 1210.3-1 Grounds for termination.

ACTION may terminate or suspend a Volunteer based on the Volunteer's conduct for the following reasons:

- (a) Conviction of any criminal offense under Federal, State, or local statute or ordinance;
- (b) Violation of any provision of the Domestic Volunteer Service Act of 1973, as amended, or any ACTION policy, regulation, or instruction;
- (c) Failure refusal or inability to perform prescribed project duties as outlined in the Project Narrative and/or volunteer assignment description and as directed by the sponsoring organization to which the Volunteer is assigned;
- (d) Involvement in activities which substantially interfere with the Volunteer's performance of project duties;
- (e) Intentional false statement, omission, fraud, or deception in obtaining selection as a Volunteer;
- (f) Any conduct on the part of the Volunteer which substantially diminishes his or her effectiveness as a VISTA Volunteer; or
- (g) Unsatisfactory performance of Volunteer assignment.

§ 1210.3-2 Removal from project.

(a) Removal of a Volunteer from the project assignment may be requested and obtained by a written request supported by a statement of reason by:

- (1) The Governor or chief executive officer of the State or similar jurisdiction in which the Volunteer is assigned or,
- (2) The sponsoring organization. The sole responsibility for terminating or transferring a Volunteer rests with the ACTION Agency.

(b) A request for removal of a Volunteer must be submitted to the ACTION State Director, who will in turn notify the Volunteer of the request. The State Director, after discussions with the Volunteer and in consultation with the Regional Director, if necessary, has 15 days to attempt to resolve the situation with the sponsor or the Governor's office. If the situation is not resolved at the end of the 15 day period, the Volunteer will be removed from the project and placed on Administrative Hold, pending a decision as set forth in paragraph (c) of this section.

(c) The State office will take one of the following actions concerning a Volunteer who has been removed from a project assignment:

(1) Accept the Volunteer's resignation;

(2) If removal was requested for reasons other than those listed in §1210.3-1, ACTION will attempt to place the Volunteer on another project. If reassignment is not possible, the Volunteer will be terminated for lack of suitable assignment, and he or she will be given special consideration for reinstatement; or

(3) If removal from the project is approved based on any of the grounds for early termination as set forth in §1210.3-1, the Volunteer may appeal the termination grounds as detailed in subpart C of this part to establish whether such termination is supported by sufficient evidence. If ACTION determines that the removal based on grounds detailed in §1210.3-1 is not established by adequate evidence, then the procedures outlined in §1210.3-2(c)(2) will be followed.

(d) A Volunteer's removal during a term of service may also occur as a result of either the termination of, or refusal to renew, the Memorandum of Agreement between ACTION and the sponsoring organization, or the termination or completion of the initial Volunteer assignment. In such cases, the Volunteer will be placed in Administrative Hold status while the Regional Office attempts to reassign the Volunteer to another project. If no appropriate reassignment within the Region is found within the Administrative Hold period, the Volunteer will be terminated but will receive special consideration for reinstatement as soon as an appropriate assignment becomes available. If appropriate reassignment is offered the Volunteer and declined, ACTION has no obligation to offer additional or alternative assignments.

§ 1210.3-3 Suspension.

(a) The ACTION State Director may suspend a Volunteer for up to 30 days in order to determine whether sufficient evidence exists to start termination proceedings against the Volunteer. Suspension is not warranted if the State Director determines that sufficient grounds already exist for the initiation of termination. In that event, the termination procedures contained in §1210.3-4 will be followed.

(b) Notice of suspension may be written or verbal and is effective upon delivery to the Volunteer. Within 3 days after initiation of the suspension, the Volunteer will receive a written notice of suspension setting forth in specific detail the reason for the suspension. During the suspension period the Volunteer may not engage in project activities, but will continue to receive all allowances, including stipend.

(c) At the end of the suspension period, the Volunteer must either be reassigned to a project, or termination proceedings must be initiated.

§ 1210.3-4 Initiation of termination.

(a) *Opportunity for Resignation.* In instances where ACTION has reason to believe that a Volunteer is subject to termination for any of the grounds cited in §1210.3-1, an ACTION staff member will discuss the matter with the Volunteer. If, after the discussion, the staff member believes that grounds for termination exist, the Volunteer will be given an opportunity to resign. If the Volunteer chooses not to resign, the administrative procedures outlined below will be followed.

(b) *Notification of Proposed Termination.* The Volunteer will be notified, in writing by certified mail, of ACTION's intent to terminate him or her by the ACTION State Director at least 15 days in advance of the proposed termination date. The letter must give the reasons for termination, and notify the Volunteer that he or she has 10 days within which to answer in writing and to furnish any affidavits or written material. This answer must be submitted to the ACTION State Director or a designee identified in the notice of proposed termination.

(c) *Review and Notice of Decision.* (1) Within 5 working days after the date of receipt of the Volunteer's answer, the State Director or designee will send a written Notice of Decision to the Volunteer by certified mail. (If no answer is received from the Volunteer within the time specified, the State Director or designee will send such notice within 5 days after the expiration of the Volunteer's time to answer.)

(2) If the decision is to terminate the Volunteer, the Notice will set forth the reasons for the decision, the effective date of termination (which, if the Volunteer has filed an answer, may not be earlier than 10 days after the date of the Notice of Decision), and the fact that the Volunteer has 10 days in which to submit a written appeal to the Regional Director.

(3) A Volunteer who has not filed an answer pursuant to the procedures outlined above is not entitled to appeal the decision or request a hearing and may be terminated on the date of the Notice.

(d) *Allowances and Project Activities.* (1) A Volunteer who files an answer within the 10 days allowed by §1210.3-4(b) with the State Director or designee following receipt of the notice of proposed termination, will be placed in Administrative Hold status, and may continue to receive regular allowances, but no stipend, in accordance with ACTION policy, until the appeal is finally decided. The Volunteer may not engage in any project related activities during this time.

(2) If the proposed termination is reversed, the Volunteer's stipend and any other allowances lost during the period of review will be reinstated retroactively.

§ 1210.3-5 Preparation for appeal.

(a) *Entitlement to Representation.* A Volunteer may be accompanied, represented and advised by a representative of the Volunteer's own choice at any stage of the appeal. A person chosen by the Volunteer must be willing to act as representative and not be disqualified because of conflict of position.

(b) *Time for Preparation and Presentation.* (1) A Volunteer's representative, if a Volunteer or an employee of ACTION, must be given a reasonable amount of time off from assignment to present the appeal.

(2) ACTION will not pay travel expenses or per diem travel allowances for either a Volunteer or the Volunteer's representative in connection with the preparation of the appeal, except to attend the hearing as provided in §1210.3-7(c)(5).

(c) *Access to Agency Records.* (1) A Volunteer is entitled to review any material in his or her official Volunteer folder and any relevant Agency documents to the extent permitted by the Privacy Act and the Freedom of Information Act, (5 U.S.C. 552a; 5 U.S.C. 552). Examples of documents which may be withheld from Volunteers include references obtained under a pledge of confidentiality, official Volunteer folders of other Volunteers and privileged intra-Agency memoranda.

(2) A Volunteer may review relevant documents in the possession of a sponsor to the same extent ACTION would be entitled to review them.

§ 1210.3-6 Appeal of termination.

(a) *Appeal to Regional Director.* A Volunteer has 10 days from the Notice of Decision issued by the State Director or designee in which to appeal to the Regional Director. The appeal must be in writing and specify the reasons for the Volunteer's disagreement with the decision. The Regional Director has 10 days in which to render a written decision on the Volunteer's appeal, indicating the reason for the decision. In notifying the Volunteer of the decision, the Regional Director must also inform the Volunteer of his or her opportunity to request the appointment of a Hearing Examiner and the procedure to be followed.

(b) *Referral to Hearing Examiner.* If the Volunteer is dissatisfied with the decision of the Regional Director, the Volunteer has 5 days in which to request the appointment of a Hearing Examiner. The Regional Director must act on that request within 5 days. The Hearing Examiner must possess the qualifications specified in Appendix A to this part, and may not be an employee of ACTION unless his or her principal duties are those of Hearing Examiner.

§ 1210.3-7 Inquiry by Hearing Examiner.

(a) *Scope of Inquiry.* (1) The Examiner shall conduct an inquiry of a nature and scope appropriate to the issues involved in the termination. If the Examiner determines that the termination involves relevant disputed issues of fact, the Examiner must hold a hearing unless it is waived by the Volunteer. If the Examiner determines that the termination does not involve relevant disputed issues of facts, the Examiner need not hold a hearing, but must provide the parties an opportunity for oral presentation of their respective positions. At the Examiner's discretion, the inquiry may include:

(i) The securing of documentary evidence;

(ii) Personal interviews, including telephone interviews;

(iii) Group meetings; or

(iv) Affidavits, written interrogatories or depositions.

(2) The Examiner's inquiry shall commence within 7 days after referral by the Regional Director. The Examiner shall issue a report as soon as possible, but within 30 days after referral, except when a hearing is held. If hearing is held, the Examiner shall issue a report within 45 days after the referral.

(b) *Conduct of Hearing.* If a hearing is held, the conduct of the hearing and production of witnesses shall conform with the following requirements:

(1) The hearing shall be held at a time and place determined by the Examiner who shall consider the convenience of parties and witnesses and expense to the Government in making the decision.

(2) Ordinarily, attendance at the hearing will be limited to persons determined by the Examiner to have a direct connection with it. If requested by the Volunteer, the Examiner must open the hearing to the public.

(3) The hearing shall be conducted so as to bring out pertinent facts, including the production of pertinent records.

(4) Rules of evidence shall not be applied strictly, but the Examiner may exclude irrelevant or unduly repetitious testimony or evidence.

(5) Decisions on the admissibility of evidence or testimony shall be made by the Examiner.

(6) Testimony shall be under oath or affirmation, administered by the Examiner.

(7) The Examiner shall give the parties an opportunity to present oral and written testimony that is relevant and material, and to cross-examine witnesses who appear to testify.

(8) The Examiner may exclude any person from the hearing for conduct that obstructs the hearing.

(c) *Witnesses.* (1) All parties are entitled to produce witnesses.

(2) Volunteers, employees of a sponsor, and employees of ACTION shall be made available as witnesses when requested by the Examiner. The Examiner may request witnesses on his or her own initiative. Parties shall furnish to the Examiner and to opposing parties a list of proposed witnesses, and an explanation of what the testimony of each is expected to show, at least 10 days before the date of the hearing. The Examiner may waive the time limit in appropriate circumstances.

(3) Employees of ACTION shall remain in a duty status during the time they are made available as witnesses.

(4) Volunteers, employees and any other persons who serve as witnesses shall be free from coercion, discrimination, or reprisal for presenting their testimony.

(5) The Examiner must authorize payment of travel expense and per diem at standard Government rates for the Volunteer and a representative to attend the hearing.

(6) The Examiner may authorize payment of travel expense and per diem at standard Government rates for other necessary witnesses to attend the hearing if he or she determines that the required testimony cannot be satisfactorily obtained by affidavit, written interrogatories or deposition at less cost.

(d) *Report of Hearing.* (1) The Examiner shall determine how any hearing shall be reported and shall have either a verbatim transcript or written summary of the hearing prepared, which shall include all pertinent documents and exhibits submitted and accepted. If the hearing is reported verbatim, the Examiner shall make the transcript a part of the record of the proceedings.

(2) If the hearing is not reported verbatim, a suitable summary of pertinent portions of the testimony shall be made part of the record of proceedings. When agreed to in writing, the summary constitutes the report of the hearing. If the Examiner and the parties fail to agree on the hearing summary, the parties are entitled to submit written exceptions to any part of the summary, and these written exceptions and the summary will constitute the report of the hearing and shall be made part of the record of proceedings.

(3) The Volunteer may make a recording of the hearing at the Volunteer's own expense if no verbatim transcript is made.

§ 1210.3-8 Termination file and Examiner's report.

(a) *Preparation and Content.* The Examiner shall establish a termination file containing documents related to the termination, including statements of witnesses, records or copies thereof, and the report of the hearing when a hearing was held. The Examiner shall also prepare a report of findings and recommendations which shall be made part of the termination file.

(b) *Review by Volunteer.* On completion of the termination file, the Examiner shall make it available to the Volunteer and representative for review and comment before submission to the Director of VISTA. Any comments by the Volunteer or representative should be submitted to the Hearing Examiner for inclusion in the termination file not later than 5 days after the file is made available to them. The comments should identify those parts of the Examiner's report which support the appeal.

(c) *Submission of termination file.* Immediately upon receiving the comments from the Volunteer the Hearing Examiner shall submit the termination file to the Director of VISTA.

§ 1210.3-9 Decision by Director of VISTA.

The Director of VISTA shall issue a written decision, including a statement of the basis for the decision, within 10 days after receipt of the termination file. The decision of the Director of VISTA is the final Agency decision.

§ 1210.3-10 Reinstatement of Volunteer.

(a) If the Regional Director or Director of VISTA reinstates the Volunteer, the Regional Director may at his or her discretion reassign the Volunteer to the Volunteer's previous project or to another project. The Regional Director, in making such a decision, must request the Volunteer's views, but has the final decision on the Volunteer's placement.

(b) If the Volunteer's termination is reversed, stipend and other allowances lost during the appeal period will be paid retroactively.

§ 1210.3-11 Disposition of termination and appeal files.

All termination and appeal files shall be forwarded to the Director of VISTA after a final decision has been made and are subject to the provisions of the Privacy Act and Freedom of Information Act. No part of any successful termination appeal may be made part of, or included in, a Volunteer's official folder.

Appendix A to Part 1210—Standard for Examiners

(a) An Examiner must meet the requirements specified in either paragraph (1), (2), (3), or (4) of this appendix:

(1)(a) Current employment in Grades GS–12 or equivalent, or above;

(b) Satisfactory completion of a specialized course of training prescribed by the Office of Personnel Management for Examiners;

(c) At least four years of progressively responsible experience in administrative, managerial, professional, investigative, or technical work which has demonstrated the possession of:

(i) The personal attributes essential to the effective performance of the duties of an Examiner, including integrity, discretion, reliability, objectivity, impartiality, resourcefulness, and emotional stability.

(ii) A high degree of ability to:

—Identify and select appropriate sources of information; collect, organize, analyze and evaluate information; and arrive at sound conclusions on the basis of that information;

—Analyze situations; make an objective and logical determination of the pertinent facts; evaluate the facts; and develop practical recommendations or decisions on the basis of facts;

—Recognize the causes of complex problems and apply mature judgment in assessing the practical implications of alternative solutions to those problems;

—Interpret and apply regulations and other complex written material;

—Communicate effectively orally and in writing, including the ability to prepare clear and concise written reports; and

—Deal effectively with individuals and groups, including the ability to gain the cooperation and confidence of others.

(iii) A good working knowledge of:

—The relationship between Volunteer administration and overall management concerns; and

—The principles, systems, methods and administrative machinery for accomplishing the work of an organization.

(2) Designation as an arbitrator on a panel of arbitrators maintained by either the Federal Mediation and Conciliation Service or the American Arbitration Association.

(3) Current or former employment as, or current eligibility on the Office of Personnel Management's register for Hearing Examiner, GS-935-0.

(4) Membership in good standing in the National Academy of Arbitrators.

(b) A former Federal employee who, at the time of leaving the Federal service, was in Grade GS-12 or equivalent, or above, and who meets all the requirements specified for an Examiner except completion of the prescribed training course, may be used as an Examiner upon satisfactory completion of the training course.

**PART 1211—VOLUNTEER
GRIEVANCE PROCEDURES**

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- 1211.1-1 Purpose.
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- APPENDIX A TO PART 1211—STANDARDS FOR EXAMINERS

AUTHORITY: Secs. 104(d), 402(14), 420, Pub. L. 93-113, 87 Stat. 398, 407, and 414.

SOURCE: 45 FR 39271, June 10, 1980, unless otherwise noted.

§ 1211.1-1 Purpose.

This part establishes procedures under which certain volunteers enrolled under Pub. L. 93-113 may present and obtain resolution of grievances.

§ 1211.1-2 Applicability.

This part applies to all volunteers enrolled under part A of title I of the Domestic Volunteer Service Act of 1973, as amended, Pub. L. 93-113, (42 U.S.C. 4951 *et seq.*).

§ 1211.1-3 Definitions.

(a) *Volunteer* means a person enrolled and currently serving as a full-time volunteer under part A of title I of the Domestic Volunteer Service Act of 1973. For the purpose of this part, a volunteer whose service has terminated

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shall be deemed to be a volunteer for a period of 90 days thereafter.

(b) *Grievance* means a matter arising out of, and directly affecting, the volunteer's work situation, or a violation of those regulations governing the terms and conditions of service resulting in the denial or infringement of a right or benefit to the grieving volunteer. Terms and conditions of service refer to those rights and privileges accorded the volunteer either through statute, Agency regulation, or Agency policy.

(1) The relief requested must be directed toward the correction of the matter involving the affected individual volunteer or the affected group of volunteers and may request the revision of existing policies and procedures to ensure against similar occurrences in the future. Requests for relief by more than one volunteer arising from a common cause within one region may be treated as a single grievance. The following are examples of grievable matters:

(i) A volunteer is assigned to an area of harsh climate where special clothing is necessary and not already possessed by the volunteer. A request for a special allowance for such clothing is arbitrarily refused.

(ii) A volunteer submits a request for reimbursement for transportation costs incurred while on authorized emergency leave which is denied.

(iii) The project sponsor fails to provide adequate support to the volunteer necessary for that volunteer to perform the assigned work, such as the sponsor's failure to provide materials to the volunteer which is necessary for the performance of the volunteer's work.

(c) *State Program Officer* means that ACTION official who is directly responsible at the first level for the project in which the volunteer is serving.

(d) *Sponsor* means a public or private nonprofit agency to which ACTION has assigned volunteers.

(e) *Grievance Examiner* or *Examiner* means a person having the qualifications described in Appendix A who is appointed to conduct an inquiry or hearing with respect to a grievance.

(f) *National VISTA Grants Program* means a program operated under part A, title I of the Domestic Volunteer

Service Act in which ACTION awards a grant to a national grantee to operate a VISTA Volunteer program on a national or multi-regional basis.

(g) *Local component* means a local office or project affiliate of a national grantee which has VISTA Volunteers assigned to it under the National VISTA Grants Program.

(h) The *Act* means the Domestic Volunteer Service Act of 1973, Pub. L. 93-113, (42 U.S.C. 4951 *et seq.*), as amended.

§ 1211.1-4 Policy.

It is ACTION's policy to provide volunteers the widest latitude to present their grievances and concerns to appropriate officials of ACTION and of sponsoring organizations. This regulation is designed to assure that the rights of individual volunteers are recognized and to provide formal ways for them to seek redress with confidence that they will obtain just treatment.

§ 1211.1-5 Matters not covered.

Matters not within the definition of a grievance as defined in § 1211.1-3(b) are not eligible for processing under this procedure. The following are specific examples of excluded areas and are not intended as a complete listing of the matters excluded by this part:

(a) The establishment of a volunteer project, its continuance or discontinuance, the number of volunteers assigned to it, increases or decreases in the level of support provided to a project, suspension or termination of a project, or selection and retention of project staff.

(b) Matters for which a separate administrative procedure is provided.

(c) The content of any law, published rule, regulation, policy or procedure.

(d) Matters which are, by law, subject to final administrative review outside ACTION.

(e) Actions taken in compliance with the terms of a contract, grant, or other agreement.

(f) The internal management of the ACTION Agency unless such management is specifically shown to individually and directly affect the volunteer's work situation or the terms and conditions of service as defined in § 1211.1-3(b).

§ 1211.1-6 Freedom to initiate grievances.

The initiation of a grievance shall not be construed as reflecting on a volunteer's standing, performance or desirability as a volunteer. ACTION intends that each supervisor and sponsor, as well as ACTION and its employees, maintain a healthy atmosphere in which a volunteer can speak freely and have frank discussions of problems. A volunteer who initiates a grievance shall not as a result of such an action be subjected to restraint, interference, coercion, discrimination or reprisal.

§ 1211.1-7 Entitlement to representation.

A volunteer may be accompanied, represented, and advised by a representative of the volunteer's own choice at any stage of the proceeding. The volunteer shall designate his or her representative in writing. A person chosen by the volunteer must be willing to act as representative and have no conflict between his or her position and the subject matter of the grievance.

§ 1211.1-8 Time for preparation and presentation.

(a) Both a volunteer and a volunteer's representative, if another volunteer or an employee of ACTION, must be given a reasonable amount of administrative leave from their assignments to present a grievance or appeal.

(b) ACTION will not pay travel expense or per diem travel allowances for either a volunteer or his or her representative in connection with the preparation of a grievance or appeal, except in connection with a hearing and the examination of the grievant file as provided in § 1211.1-12(c).

§ 1211.1-9 Access to agency records.

(a) A volunteer is entitled to review any material in his or her official volunteer folder and any relevant Agency documents to the extent permitted by the Freedom of Information Act and the Privacy Act, as amended, 5 U.S.C. 552, U.S.C. 552a. Examples of documents which may be withheld from volunteers include references obtained under a pledge of confidentiality, official volunteer folders of other volun-

teers, and privileged intra-agency documents.

(b) A volunteer may review relevant documents in the possession of a sponsor to the extent such documents are disclosable under the Freedom of Information Act and Privacy Act.

§ 1211.1-10 Informal grievance procedure.

(a) *Initiation of grievance.* A volunteer may initiate a grievance within 15 calendar days after the event giving rise to the grievance occurs, or within 15 calendar days after becoming aware of the event. A grievance arising out of a continuing condition or practice that individually affects the volunteer may be brought at any time. A volunteer initiates a grievance by presenting it in writing to the chief executive officer of the sponsor, or the representative designated to receive grievances from volunteers. The designated representative may not be the immediate supervisor of volunteers assigned to the sponsor. The chief executive officer of the sponsor or the designated representative shall respond in writing to the grievance within five (5) working days after receipt. The chief executive officer or designee may not refuse to respond to a complaint on the basis that it is not a grievance as defined in § 1211.1-3(b), or that it is excluded from coverage under § 1211.1-5, but may, in the written response, refuse to grant the relief requested on either of these grounds.

If the grievance involves a matter over which the sponsor has no control, or if the chief executive officer is the immediate supervisor of the volunteer, the procedures described in this section may be omitted, and the volunteer may present the grievance in writing directly to the State Director or designee as described in paragraph (b) of this section within the time limits specified in this paragraph (a).

(b) *Consideration by ACTION State Director or designee.* If the matter is not resolved to the volunteer's satisfaction by the sponsor's chief executive officer, the volunteer may submit the grievance in writing to the ACTION State Director or designee within five (5)

for the decision and of the volunteer's right to appeal.

(f) *Time Limit.* If a volunteer is dissatisfied with the decision of the Regional Director or designee on the merits of the grievance, he or she shall notify the Regional Director within five (5) calendar days from receipt of the decision and request the appointment of an Examiner. If the volunteer receives no response from the Regional Director or Office of General Counsel as required by paragraphs (d) and (e) of this section within five (5) calendar days after the prescribed time limits, the volunteer may request in writing that the Regional Director appoint a Grievance Examiner. Upon receipt of this request, the Regional Director or designee shall appoint within five (5) calendar days an Examiner who shall possess the qualifications specified in Appendix A to this part.

§ 1211.1-12 Investigation by Grievance Examiner.

(a) *Scope of investigation.* The Examiner shall conduct an investigation of a nature and scope appropriate to the issues involved in the grievance.

Unless waived by the volunteer, a hearing must be held if the Examiner finds that the grievance involves disputed questions of fact that go to the heart of the agency determination. Only those facts found necessary by the Examiner on which to base his or her findings go to the heart of the Agency determination.

If the grievance does not involve such disputed questions of fact, or if the volunteer waives a hearing, the Examiner need not hold a hearing but must provide the parties an opportunity for presentation of their respective positions. At the Examiner's discretion, the investigation may include:

- (1) The securing of documentary evidence,
- (2) Personal interviews, including telephone interviews,
- (3) Group meetings,
- (4) Affidavits, written interrogatories or depositions.

(b) *Conduct of Hearing.* If a hearing is held, the conduct of the hearing and production of witnesses shall conform with the following requirements:

(1) The hearing shall be held at a time and place determined by the Examiner who shall consider the convenience of parties and witnesses and expense to the Government in making his or her decision.

(2) Attendance at the hearing will be limited to persons determined by the Examiner to have a direct connection with the grievance. If requested by the volunteer, the Examiner must open the hearing to the public.

(3) The hearing shall be conducted so as to bring out pertinent facts, including the production of pertinent records.

(4) Formal rules of evidence shall not be applied strictly, but the Examiner may exclude irrelevant or unduly repetitious testimony or evidence.

(5) Decisions on the admissibility of evidence or testimony shall be made by the Examiner.

(6) Testimony shall be under oath or affirmation, administered by the Examiner.

(7) The Examiner shall give the parties an opportunity to present oral and written testimony that is relevant and material, and to cross-examine witnesses who testify.

(8) The Examiner may exclude any person from the hearing for conduct that obstructs the hearing.

(c) *Witnesses.* (1) All parties are entitled to produce witnesses.

(2) Volunteers, employees of a sponsor, and employees of ACTION shall be made available as witnesses when requested by the Examiner. The Examiner may request witnesses on his or her initiative. Parties shall furnish to the Examiner and to opposing parties a list of proposed witnesses, and an explanation of what the testimony of each is expected to show, at least ten (10) calendar days before the date of the hearing. The Examiner may waive the time limit in appropriate circumstances.

(3) Employees of ACTION shall remain in a duty status during the time they are made available as witnesses.

(4) Volunteers, employees and any other persons who serve as witnesses shall be free from coercion, discrimination or reprisal for presenting their testimony.

(5) The Examiner must authorize payment of travel expenses and per

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diem at standard Government rates for the volunteer and the representative to attend the hearing. Payment of travel expenses and per diem at standard Government rates for other witnesses to attend the hearing are authorized only after the Examiner determines that the required testimony cannot be satisfactorily obtained by affidavit, written interrogatories, or deposition, at a lesser cost.

(d) *Recording of Hearing.* A grievant may make a recording of the hearing at his or her own expense if no verbatim transcript is made. Such a recording is in no way to be treated as the official transcript of the hearing.

(e) *Report of Hearing.* The Examiner shall normally prepare a written summary of the hearing which shall include all documents and exhibits submitted to and accepted by the Examiner during the course of the grievance. An Examiner may require a verbatim transcript if he or she determines that the grievance is so complex as to require such a transcript. If the hearing is reported verbatim, the Examiner shall make the transcript a part of the record of the proceedings. If the hearing is not reported verbatim, a suitable summary of pertinent portions of the testimony shall be made part of the record of proceedings. In such cases, the summary together with exhibits shall constitute the report of the hearing. The parties are entitled to submit written exceptions to any part of the summary, and these written exceptions shall be made part of the record of proceedings.

§ 1211.1-13 Grievance file and examiner's report.

(a) *Preparation and content.* The Examiner shall establish a grievance file containing all documents related to the grievance, including statements of witnesses, records or copies thereof, and the report of the hearing when a hearing was held. The file shall also contain the Examiner's report of findings and recommendations.

(b) *Review by volunteer.* On completion of the inquiry, the Examiner shall make the grievance file available to the volunteer and the representative, if any, for review and comment. Their comments, if any, shall be submitted to

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the Examiner within five (5) calendar days after the file is made available and shall be included in the file.

(c) *Examiner's report.* After the volunteer has been given an opportunity to review the grievance file, the Examiner shall submit the complete grievance file to the Director of VISTA.

§ 1211.1-14 Final determination by Director of VISTA.

The Director of VISTA or designee shall issue a written decision on the appeal to the volunteer within ten (10) working days after receipt of the appeal file. The decision shall include a statement of the basis for the determination, and shall be the final Agency decision.

§ 1211.1-15 Disposition of grievance appeal files.

All grievance appeal files shall be retained by the Director of VISTA after the grievance has been settled, or a final decision has been made and implemented. No part of a grievance or appeal file may be made part of, or included in, a volunteer's official folder.

§ 1211.1-16 Grievance procedure for National VISTA Grant Volunteers.

The grievance procedure for National VISTA Grant Volunteers shall be the same as that provided in this part with the following substitutions of officials:

(a) Informal grievance procedure:

(1) The initiation of an informal grievance for a National Grant VISTA, see § 1211.1-10, shall normally be to the sponsor of the local component. If the grievance involves a matter solely within the control of the ACTION State Office, the volunteer may present the grievance to the State Director or designee in lieu of the local component sponsor.

(2) If the volunteer is not satisfied with the response of the appropriate official (sponsor of local component, or State Director or designee), the volunteer may submit the grievance to the chief executive of the national grantee.

(b) Formal grievance procedure:

The Chief, VISTA Program Development Branch or designee shall replace the Regional Director as the official in § 1211.1-11.

Corporation for National and Community Service

APPENDIX A TO PART 1211—STANDARDS FOR EXAMINERS

An examiner must meet the requirements specified in either paragraph (1), (2), (3), or (4) of this appendix:

(1) Current or former federal employees now or formerly in grade GS-12 or equivalent, or above who have:

(a) At least four (4) years of progressively responsible experience in administrative, managerial, professional, investigative, or technical work which has demonstrated the possession of:

(i) The personal attributes essential to the effective performance of the duties of an Examiner, including integrity, discretion, reliability, objectivity, impartiality, resourcefulness, and emotional stability.

(ii) A high degree of ability to:

Identify and select appropriate sources of information; collect, organize, analyze, and evaluate information; and arrive at sound conclusions on the basis of that information;

Analyze situations; make an objective and logical determination of the pertinent facts; evaluate the facts; and develop practicable recommendations or decisions on the basis of facts;

Recognize the causes of complex problems and apply mature judgment in assessing the practical implications of alternative solutions to those problems;

Interpret and apply regulations and other complex written material;

Communicate effectively, orally and in writing, including the ability to prepare clear and concise written reports; and

Deal effectively with individuals and groups, including the ability to gain the cooperation and confidence of others.

(iii) A good working knowledge of:

The relationship between volunteer administration and overall management concerns; and

The principles, systems, methods, and administrative machinery for accomplishing the work of an organization.

(2) Designation as an arbitrator on a panel of arbitrators maintained by either the Federal Mediation and Conciliation Service or the American Arbitration Association.

(3) Current or former employment as, or current eligibility on the Office of Personnel Management register for Examiners GS-935-0.

(4) Membership in good standing in the National Academy of Arbitrators.