

Order/Solicitation/Offer/Award

Offeror to Complete Blocks 13, 14, 16, 18, 23, 24, and 29				1. Requisition No.	Page 1 of
2. Contract No.	3. Award/Effective Date	4. Order No.	5. Solicitation No.	6. Solicitation Issue Date	
7. For Solicitation Information Call		a. Name	b. Telephone No.	c. Facsimile No.	8. Offer Due Date/Time
9. Issued By:		10. ACO Code	11. Solicitation Method <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> RFP <input type="checkbox"/> Oral	12. Delivery for FOB Destination Unless Block Is Checked <input type="checkbox"/> See Schedule	13. Discount Terms
14a. Supplier Telephone No.: Fax No.:			15a. Billing Instructions		
14b. <input type="checkbox"/> Check Box if Remittance Is Different and Put Such Address in Offer			15b. Submit Invoices to Address Shown in Block 15a Unless Block Is Checked. <input type="checkbox"/> See Addendum.		
16. Type of Business Organization (Check all that apply) <input type="checkbox"/> a. Minority Business <input type="checkbox"/> 1. Black American <input type="checkbox"/> b. Woman-Owned <input type="checkbox"/> 2. Hispanic American <input type="checkbox"/> c. Small Business <input type="checkbox"/> 3. Native American <input type="checkbox"/> d. Educational or Other Non-Profit <input type="checkbox"/> 4. Asian American <input type="checkbox"/> e. None of the Above Entities			17a. Delivery Address		
18. Taxpayer Identification No.			17b. Telephone No.:		
18. Taxpayer Identification No.			17c. Deliver By Date:		
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	This is an ordering agreement for mediation services. An ordering agreement is not a contract, but is a written agreement negotiated between the USPS and a supplier that contains terms and conditions applying to future contracts (orders) between the parties. A binding contract will come into effect only upon placement of an order. The USPS is under no obligation to place future contracts (orders) with the supplier (mediator). No individual contract (order) may exceed \$10,000. See Part I Continuation Sheet -Schedule				
					25. Total Award Amount (USPS Use Only)
26a. <input type="checkbox"/> Solicitation incorporates by reference PM provision 4-1, Instructions to Offerors - Commercial Items, and PM clause 4-2, Contract Terms and Conditions - Commercial Items. PM provision 4-3, Offeror Representations and Certifications - Commercial Items, and PM clause 4-3, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached.					
26b. <input checked="" type="checkbox"/> Contract/purchase order incorporates by reference PM clause 4-2, Contract Terms and Conditions - Commercial Items. PM clause 4-3, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, <input type="checkbox"/> is <input checked="" type="checkbox"/> is not attached.					
27. <input checked="" type="checkbox"/> The supplier is required to sign this document and return <u> 2 </u> copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.			28. <input type="checkbox"/> Award of Contract: Reference _____ offer dated _____, Your offer on solicitation (Block 5), including any additions or changes that are set forth herein, is accepted as to items _____.		
29a. Signature of Supplier			30a. Signature of USPS Contracting Officer		
29b. Printed Name and Title of Supplier		29c. Date Signed	30b. Printed Name of Contracting Officer		30c. Date Signed

PART 1 - CONTINUATION SHEET - SCHEDULE

This is an ordering agreement for mediation services. An ordering agreement is not a contract, but is a written agreement negotiated between the USPS and a supplier that contains terms and conditions applying to future contracts (orders) between the parties. A binding contract will come into effect only upon placement of an order.

1.1 ITEMS AND PRICES - THE SUPPLIER (MEDIATOR) SHALL PROVIDE THE FOLLOWING:

Fee per mediation session: \$ _____

Daily fee for mediation services (not to exceed two sessions): \$ _____

Fee for mediation services provided for two consecutive days (not to exceed four sessions): \$ _____

Cancellation fee: \$ _____ (see policy below)

1.2 CANCELLATION POLICY

If the mediation session is canceled **more than 72 hours** prior to the scheduled mediation time **no fee will be paid to the mediator.**

If the mediation session is canceled **less than 72 hours** prior to the scheduled mediation time **but before** the mediator leaves home/office to come to mediation the Postal Service will pay a cancellation fee **not to exceed 25%** of the cost of the canceled mediation session. Where more than one session has been scheduled for the mediator for that day, **no cancellation fee** will be paid if at least one of the sessions occurs.

If the mediation session is canceled **after** the mediator is en route to the mediation and/or shows up to conduct the mediation, the mediator will be paid the full session price for the mediation except as described in the paragraph above.

The Postal Service reserves the right to schedule a different case into the reserved time slot in order to avoid a cancellation fee.

If a mediation is cancelled due to inclement weather or a natural disaster, the mediation will be rescheduled within 14 days of the original mediation. If the mediation cannot be rescheduled within this time frame, the Postal Service will pay a cancellation fee not to exceed 25% of the cost of the cancelled mediation session.

1.3 TRAVEL POLICY

1.4 DELIVERY AND PERFORMANCE REQUIREMENTS:

- A. The Postal Service shall select and arrange a time and place for all mediation sessions.
- B. The mediator must not disclose any matter the parties identify as confidential unless given permission by all parties or unless required by law or other public policy. The mediator must not disclose to any other party in the mediation any information revealed to the mediator on a confidential basis by a party within the mediation process.
- C. The initial term of the agreement will not be more than, 2 years, with options to renew the agreement for 4 additional 2 year terms. If the postal service elects to renew the agreement, the contracting officer will give the contractor 60 days written notice.
- D. Initial term of agreement: date of award through _____,2000.
- E. For **pre-approved** travel, the mediator will be reimbursed by the Postal Service in accordance with the US Postal Service handbook F-15 and as updated by US Postal bulletins.
- F. To the best of his/her knowledge and belief. The mediator must refrain from participating in any mediation that involves an organizational or personal **conflict of interest** that would diminish his/her capacity to provide impartial, technically sound, and objective services.

PART 2-ADDENDUM**2.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (Clause 4-3) (January 1997)**

- a. The following clauses are incorporated in this contract by reference:
1. Clause 9-1, Convict Labor (January 1997)
 2. Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards (January 1997)
- b. The following clauses are incorporated in this contract by which the contracting officer has indicated as being incorporated in this contract by reference: (Contracting officer will check as appropriate.)
- _____ (1) Clause 3-1. Participation of Small, Minority and Woman-owned Business (January 1997)
- _____ (2) Clause 3-2. Small, Minority and Woman-owned Business Subcontracting Requirements (January 1997)
- c. The following clauses are incorporated in this contract by which the contracting officer has indicated as being incorporated in this contract by reference: (Contracting officer will check as appropriate.)
- _____ (1) Clause 9-10. Service Contract Act (January 1997)
- _____ (2) Clause 9-12. Fair Labor Standards Acts and Service Contract Act - Price Adjustments (January 1997)
- _____ (3) Clause 9-2. Contract Work Hours and Safety Standards Act - Overtime Compensation (January 1997)
- _____ (4) Clause 9-3. Davis Bacon Act (January 1997)
- d. Examination of Records. The Postal Service or its authorized representative shall have access to and right to examine any of the supplier's directly pertinent records involving transactions related to this contract. The supplier 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 for particular records. 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.
- As used in this clause, records include books, documents, account procedures and practices, and other data, regardless of type and regardless of form. This does not require the supplier to create or maintain any record that the supplier does not maintain in the ordinary course of business or pursuant to a provision of law.
- e. Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the supplier is not required to include any PM clause, other than those listed below (and as may be required by an addenda to this paragraph) in a subcontract for commercial items or commercial components.
1. Clause 9-7. Equal Opportunity (January 1997)
 2. Clause 9-14. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (January 1997)
 3. Clause 9-13. Affirmative Action for Handicapped Workers (January 1997)

2.2 CLAUSE 2-20 OPTION TO RENEW (WITH PRELIMINARY NOTICE) (JANUARY 1997) TAILORED

This agreement is renewable, at the option of the Postal Service, by the contracting officer giving written notice of renewal to the supplier (Mediation Services Provider) within the period specified in the Schedule; provided that, the contracting officer will have given preliminary notice of the Postal Service's intent to renew at least sixty (60) days before this agreement is to expire (such a preliminary notice will *not* be deemed to commit the Postal Service to renewals). If the Postal Service exercises this option for renewal, the agreement as renewed includes this option clause. The duration of this, contract, including renewals, may not exceed the time limit set forth in the Schedule. Mediation fees may be renegotiated at time of renewal, or by mutual agreement of the Contracting Officer and the mediator.

2.3 CLAUSE 2-39 ORDERING (JANUARY 1997)

- a. Supplies or services to be furnished under this contract will be ordered by USPS/GSA IMPAC credit card or issuance of delivery orders during the period and by the activities specified in the Schedule.
- b. Orders may be issued in writing, by written telecommunication, electronic data interchange (EDI), or orally. Oral orders, other than USPS/GSA IMPAC credit card orders, must be confirmed in writing. Orders sent by mail are considered issued when placed in the mail.
- c. The supplier must report to the contracting officer in the format and intervals specified in the Schedule all orders charged to USPS/GSA IMPAC credit cards.
- d. All orders are subject to the terms and conditions of this contract. If there is any conflict between an order and this contract, the contract is controlling.

PART 2-ADDENDUM

2.4 CLAUSE 4-4 NONDISCLOSURE (PROFESSIONAL SERVICES) (JANUARY 1997)

The supplier acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on *disclosure* established under the supplier's code of ethics, the supplier specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The supplier further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

2.5 CLAUSE 4-5 INSPECTION OF PROFESSIONAL SERVICE (JANUARY 1997)

a. The contracting officer may, at any time or place, inspect the services performed and the products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the *contracting officer* may reject any services or products that do not meet the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

b. Acceptance of any product or service does not relieve the supplier of the duties imposed by supplier's code of professional ethics, and the supplier remains liable for the period allowed under federal law for claims by the United States, for any errors or omissions occurring during performance. All partners or principals agree that they will be jointly and severable liable for such errors and omissions.

2.6 CLAUSE 4-6 INVOICES (PROFESSIONAL SERVICES) (JANUARY 1997)

a. In addition to the information required elsewhere in this agreement, all invoices for services under this agreement must indicate in detail the following:

- (1) Person performing service each day by hour and part of an hour.
- (2) Services performed each day by hour and part of an hour.
- (3) Rates and charges for each service so detailed.
- (4) Individual expenses charged, if allowed under this agreement.

b. Minimum charges for portions of an hour may be allowed, if such a charging practice has been disclosed before award of this agreement.

2.7 CLAUSE 4-7 RECORDS OWNERSHIP (JANUARY 1997)

Notwithstanding any state law providing for retention of rights in the records, the supplier agrees that the Postal Service may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The supplier must turn over all such records upon request but may retain copies of documents produced by the supplier.

2.8 INVOICE AND PAYMENT PROCESSING FOR MEDIATION SERVICES (FEBRUARY 1998)

The contractor must complete all required portions of the Invoice format (SEE ATTACHMENT 3.10) and return to the billing address listed in Block 15a on Form 8203. All requests for reimbursement of travel expenses must be supported with documentation of actual costs incurred.

2.9 AUTHORIZED ORDERING OFFICIALS (FEBRUARY 1998)

The following Postal Service personnel are authorized to place verbal orders under this agreement up to the limits shown.

<u>Title or Name</u>	<u>\$ Limits</u>
EEO ADR Coordinator (Area)	\$10,000
EEO ADR Specialist (District)	\$10,000
Manager, Human Resources	\$10,000

2.10 TERMINATION ON NOTICE (JANUARY 1997)

This contract may be terminated, in whole or in part, by either party upon 30 days written notice. In the event of such termination, neither party will be liable for any costs except for payment in accordance with the payment provision of the contract for the actual services rendered prior to the effective date of the termination. When in the contracting officer's judgment the interests of the Postal service require such action, the contract may be terminated by the contracting officer, upon giving the contractor one day's written notice.

PART 3 - LIST OF ATTACHMENTS

3.1 MEDIATOR CHECKLIST..... 1 PAGE
3.2 MINIMUM CRITERIA FOR MEDIATING POSTAL SERVICE CASES..... 1 PAGE
3.3 STANDARDS OF PRACTICE FOR POSTAL SERVICE MEDIATIONS 10 PAGES
3.4 AGREEMENT TO MEDIATE..... 1 PAGE
3.5 SETTLEMENT AGREEMENT
3.5a STANDARD..... 2 PAGES
3.5b AGE..... 1 PAGES
3.6 WITHDRAWAL FORMS..... 3 PAGES
3.7 NO AGREEMENT LETTER..... 1 PAGE
3.8 REDRESS EXIT SURVEY..... 5 PAGES
3.9 REDRESS DATA TRACKING FORM..... 1 PAGE
3.10 REDRESS MEDIATION INVOICE FORM..... 2 PAGES