



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

October 28, 2011

Dear Potential Offerors:

The Bureau of the Public Debt (BPD), on behalf of the Community Development Financial Institutions is issuing an unrestricted solicitation, **RFQ-CDF-12-0001** under NAICS Code 611430, in accordance with FAR Part 13. This solicitation is anticipated to result in a single firm fixed price award.

Offerors shall propose to provide training services for the following courses, as part of the Senior Executive Service Leadership Development Program:

1. Values, Vision, and Mission
2. Results Driven
3. Leading People
4. Leading Change
5. Building Partnerships and Coalitions
6. Business Acumen
7. Synthesis and Celebration

Questions regarding this solicitation shall be submitted in writing by **9:00 a.m. ET, Tuesday, 11/01/2011** to PSB3@bpd.treas.gov reference "**RFQ-CDF-12-0001 Attn: TAYERS**". Questions submitted after this deadline may not be answered. Any questions and/or comments received are not considered proprietary and will not be protected by the Government. You are prohibited from communicating directly with CDFI personnel about this procurement action.

Proposals shall be submitted electronically to BPD at PSB3@bpd.treas.gov on or before **2:00 p.m. ET, Friday, 11/04/2011** reference **RFQ-CDF-12-0001 Attn: TAYERS**. It is the Offeror's responsibility to confirm timely receipt of the proposal by calling 304-480-5366.

Proposal shall include the following information to be considered complete: Offerors shall submit an electronic copy of **Volume I** (Written Technical Proposals, inclusive of **Attachment A – Capabilities** form/format) and **Volume II** (Written Price Proposal, inclusive of **Attachment B – Price List** form/format) and signed **Standard Form (SF) 1449** (page 1), **as separate attachments**, by the due date. Offerors shall also **provide 3 past performance references** (Government or Commercial) where they have provided a similar service using one or more of the following methods listed in the Instructions to Offerors under Tab 2 Factor 2 Past Performance by the due date.

It is the Offeror's responsibility to ensure/confirm timely receipt of the proposal. The Offeror assumes full responsibility for ensuring that it is in accordance with BPD security requirements. The following file extensions are not allowable and proposal materials and/or data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar, .scr, .vbs, .hta, and .cpl.

Files may be "zipped," however, the file must be renamed, as .zip extensions will be quarantined by BPD Security and we cannot guarantee that they will be delivered by the date and time listed in Block 8.

We appreciate your interest in participating in this procurement and look forward to receiving your proposal

Sincerely,

Wesley Pickens
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 22	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER RFQ-CDF-12-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TATEN AYERS		b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 11/04/2011 1400 ET	
9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: T. Ayers Parkersburg WV 26101				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: NAICS: 611430 SIZE STANDARD: \$7.00 ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ SOLE SOURCE ☐ 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐ 13a.		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE BPD	
				Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of Public Debt, on behalf of the Community Development Financial Institutions is soliciting for a Senior Executive Service Leadership Development Program as described in the performance work statement, herein. Period of Performance: 11/14/2011 to 09/30/2012 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
☒ 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 <u>1</u> 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 DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				WESLEY J. PICKENS			

52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)**ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)****ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS**

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help desk via email ippgroup@bos.frb.gov or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see the attached IPP Waiver Form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g). For questions about the form and IPP contact ARC IPP Help Desk at (304) 480-8000, Option 7.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to <https://www.ipp.gov> or contact the Accounting Services Division at (304) 480-8300.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

Please ensure that the order number (Block 5) is clearly visible on all shipping/service documents, containers, and invoices.

If Offeror submits a hard copy of the proposals and/or samples, there are two addresses that can be used depending on the method of shipment. Please use the guidance below when shipping proposals:

- A. If Offeror is shipping items via USPS, the shipping address must be 200 Third Street, Parkersburg, WV 26106-5312.
- B. If Offeror is shipping items via FedEx or UPS, the shipping address must be 257 Bosley Industrial Park Drive – Dock 2, Parkersburg, WV 26101

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Aug 2011)

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
- (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (10) [Reserved]
- (11) (i) 52.219-6, Notice of Total Small Business 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.
- (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 j).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

- ___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ☒ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (38) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
 - ___ (ii) Alternate I (Jan 2004) of 52.225-3.
 - ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (46) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, or the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.222-56, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- Flow down required in accordance with paragraph (e) of FAR clause 52.222-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (AUG 2011)

- (a) The COTR will be named on page 2 of the Standard Forms (SF) 1449 upon award.
- (b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
 - (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
 - (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

**PERFORMANCE WORK STATEMENT
SENIOR EXECUTIVE SERVICE LEADERSHIP DEVELOPMENT PROGRAM
BUREAU OF THE PUBLIC DEBT, PARKERSBURG, WV
OCTOBER 28, 2011**

1.0

OVERVIEW / BACKGROUND

The U.S. Department of the Treasury's Community Development Fund (CDF) was created in 1994 for the purpose of promoting economic revitalization and community development through investment in and assistance to Community Development Financial Institutions (CDFIs). CDFIs include community development banks; credit unions; housing, business, microenterprise, and community loan funds; and, community development venture capital funds.

The purpose of the CDFI Fund is to expand the capacity of financial institutions to provide credit, capital, and financial services to underserved populations and communities in the United States. The CDFI Fund achieves its mission by directly investing in and supporting CDFIs, Community Development Entities (CDEs), and other financial institutions through the following programs and initiatives:

- CDFI Program (includes Financial Assistance (FA) and Technical Assistance (TA)),
- Bank Enterprise Award (BEA) Program,
- New Markets Tax Credit (NMTC) Program,
- Native Initiatives,
- Capital Magnet Fund (CMF), and
- Financial Education and Counseling (FEC) Pilot Program

2.0

OBJECTIVE

The Objective of this Performance Work Statement (PWS) is to outline the requirement for conducting the following courses, as part of a *Senior Executive Service Leadership Development Program (SESLDP)* designed to strengthen the leadership skills of individuals through a proven combination of innovative coursework, best practices, benchmarking, challenging action-learning projects, executive coaching and government-wide networking:

1. Values, Vision, and Mission
2. Results Driven
3. Leading People
4. Leading Change
5. Building Partnerships and Coalitions
6. Business Acumen
7. Synthesis and Celebration

The program must meet the interagency training requirements for OPM-approved candidate development program and shall be geared for GS-14 or GS-15 (or equivalent) leaders, such like Exceptional GS-13 leaders. http://www.opm.gov/ses/references/guidetoSESQuals_2010.pdf

In the 21st century, Government executives face special challenges. They must be visionary leaders with a strong commitment to public service. They must be able to apply "people skills" to motivate their employees, build partnerships, and communicate with their customers. Finally, they need solid management skills in order to produce optimum results with limited resources.

3.0

DESCRIPTION OF TRAINING COURSE(S)

3.1 The Contractor shall conduct one 1- day course in *Values, Vision and Mission*. This course shall focus on the an overview of the program, the primary framework around which the content of the session is structured, and an introduction to a variety of activities that will contribute to team building and social bonding with work groups. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. Understand the nature of leadership and the unique challenges facing federal leaders;
2. Identify personal core values and relate how these values align with one's agency; and
3. Develop a plan for pursuing personal and professional growth opportunities.

- 3.2 The Contractor shall conduct one 3- day course in **Results Driven**. This course shall focus on the ability to meet organizational goals and customer expectations. Inherent to this Executive Core Qualifications (ECQ) is the ability to make decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. **Accountability** – Holds self and others accountable for measurable high-quality, timely, and cost-effective results. Determines objectives, sets priorities, and delegates work. Accepts responsibility for mistakes. Complies with established control systems and rules.
2. **Customer Service** – Anticipates and meets the needs of both internal and external customers. Delivers high-quality products and services; is committed to continuous improvement.
3. **Decisiveness** – Makes well-informed, effective, and timely decisions, even when data are limited or solutions produce unpleasant consequences; perceives the impact and implications of decisions.
4. **Entrepreneurship** – Positions the organization for future success by identifying new opportunities; builds the organization by developing or improving products or services. Takes calculated risks to accomplish organizational objectives.
5. **Problem Solving** – Identifies and analyzes problems; weighs relevance and accuracy of information; generates and evaluates alternative solutions; makes recommendations.
6. **Technical Credibility** – Understands and appropriately applies principles, procedures, requirements, regulations, and policies related to specialized expertise.

- 3.3 The Contractor shall conduct one 3- day course in **Leading People**. This course shall focus on the ability to bring about strategic change, both within and outside the organization, to meet organizational goals. Inherent to this ECQ is the ability to establish an organizational vision and to implement it in a continuously changing environment. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course

1. **Conflict Management** – Encourages creative tension and differences of opinions. Anticipates and takes steps to prevent counter-productive confrontations. Manages and resolves conflicts and disagreements in a constructive manner.
2. **Leveraging Diversity** – Fosters an inclusive workplace where diversity and individual differences are valued and leveraged to achieve the vision and mission of the organization.
3. **Developing Others** – Develops the ability of others to perform and contribute to the organization by providing ongoing feedback and by providing opportunities to learn through formal and informal methods.
4. **Team Building** – Inspires and fosters team commitment, spirit, pride, and trust. Facilitates cooperation and motivates team members to accomplish group goals.

- 3.4 The Contractor shall conduct one 4- day course in **Leading Change**. This course shall focus on the ability to lead people toward meeting the organization's vision, mission, and goals. Inherent to this ECQ is the ability to provide an inclusive workplace that fosters the development of others, facilitates cooperation and teamwork, and supports constructive resolution of conflicts. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. **Creativity and Innovation** – Develops new insights into situations; questions conventional approaches; encourages new ideas and innovations; designs and implements new or cutting edge programs/processes.
2. **External Awareness** – Understands and keeps up-to-date on local, national, and international policies and trends that affect the organization and shape stakeholders' views; is aware of the organization's impact on the external environment.
3. **Flexibility** – Is open to change and new information; rapidly adapts to new information, changing conditions, or unexpected obstacles.
4. **Resilience** – Deals effectively with pressure; remains optimistic and persistent, even under adversity. Recovers quickly from setbacks.
5. **Strategic Thinking** – Formulates objectives and priorities, and implements plans consistent with long-term interests of the organization in a global environment. Capitalizes on opportunities and manages risks.
6. **Vision** – Takes a long-term view and builds a shared vision with others; acts as a catalyst for organizational change. Influences others to translate vision into action.

3.5

The Contractor shall conduct one 3- day course in ***Building Partnerships and Coalitions***. This course shall focus on the ability to build coalitions internally and with other Federal agencies, State and local governments, nonprofit and private sector organizations, foreign governments, or international organizations to achieve common goals. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. **Partnering** – Develops networks and builds alliances, collaborates across boundaries to build strategic relationships and achieve common goals.
2. **Political Savvy** – Identifies the internal and external politics that impact the work of the organization. Perceives organizational and political reality and acts accordingly.
3. **Influencing/Negotiating** – Persuades others; builds consensus through give and take; gains cooperation from others to obtain information and accomplish goals.

3.6

The Contractor shall conduct one 3- day course in ***Business Acumen***. This course shall focus on the ability to manage human, financial, and information resources strategically. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. **Financial Management** – Understands the organization's financial processes. Prepares, justifies, and administers the program budget. Oversees procurement and contracting to achieve desired results. Monitors expenditures and uses cost-benefit thinking to set priorities.
2. **Human Capital Management** – Builds and manages the workforce based on organizational goals, budget considerations, and staffing needs. Ensures that employees are appropriately recruited, selected, appraised, and rewarded; takes action to address performance problems. Manages a multi-sector workforce and a variety of work situations.
3. **Technology Management** – Keeps up-to-date on technological developments. Makes effective use of technology to achieve results. Ensures access to and security of technology systems.

3.7

The Contractor shall conduct one 3- day course in ***Synthesis and Celebration***. This course shall focus on maintaining the energy and creativity they experienced during the program and recognizing avenues of continued learning through networking, online forums and other ongoing professional development opportunities. Hands-on exercises will be provided throughout the course to increase the student's understanding of the subject matter.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives for the course:

1. Apply program insights and learning to future leadership opportunities
2. Prepare for the challenges to be faced upon returning to work; and
3. Continue their leadership journeys and professional development through the awareness and utilization of networking avenues, online forums and other ongoing professional development opportunities.

4.0 DATES OF TRAINING COURSE

The Government has identified preferred dates for the training course below. The Contractor shall indicate if any of these dates are acceptable or identify available alternate dates in their proposal.

- 4.1** TITLE: **Values, Vision, and Mission**
 QTY: **1 (1-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 12/5/11
- 4.2** TITLE: **Results Driven**
 QTY: **1 (3-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 12/6 – 12/8/11
 ALTERNATE DATES: 12/13 – 12/16/11
- 4.3** TITLE: **Leading People**
 QTY: **1 (3-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 1/31 – 2/2/12
 ALTERNATE DATES: 2/7 – 2/9/12
- 4.4** TITLE: **Leading Change**
 QTY: **1 (4-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 3/26 - 3/29/12
- 4.5** TITLE: **Building Partnership and Coalitions**
 QTY: **1 (3-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 5/8-5/10/12
- 4.6** TITLE: **Business Acumen**
 QTY: **1 (3-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 6/19 – 6/21/12
 ALTERNATE DATES: 6/26 – 6/28/12
- 4.7** TITLE: **Synthesis and Celebration**
 QTY: **1 (3-Day Course)**
 # OF PARTICIPANTS: 2
 PREFERRED DATES: 8/14 – 8/16/12

5.0 LOCATION OF TRAINING SITE

The Contractor shall provide a training site for each course that is equipped with the necessary training materials, supplies, atmosphere, and equipment that will foster a successful adult learning experience.

6.0 COURSE TIMES

The Contractor shall conduct each course beginning at 8:30 a.m. ET and ending at 4:00 p.m. ET. If necessary, the contractor may adjust each course time(s) by beginning no earlier than 8:00 a.m. ET and ending no later than 4:30 p.m. ET with notice given to the COTR and the participants. A 15 minute break is required during each morning and afternoon session. In addition, a lunch period of one hour is required. The instructor may give an additional five-minute break per hour, as deemed necessary.

Courses will be scheduled at the convenience of BPD customers and the selected Contractor. The instructor shall not deviate from this schedule without prior approval from the Contracting Officer's Technical Representative (COTR) and/or the Contracting Officer (CO). Early dismissal on the last day of class to accommodate travel arrangements by instructor will not be acceptable.

7.0 CONTRACTOR QUALIFICATIONS

Fully Qualified instructors shall provide the training. Contractor employees working on this contract shall possess the ability to fluently read, speak, write and comprehend the English language. Each instructor shall have a minimum of five (5) years of instructional and have work-related experience in the specified course content and shall be skilled in techniques of classroom presentations for the adult learner.

8.0 ACQUISITION TYPE

This requirement will result in a single firm-fixed-price award. The award will be all inclusive of instructor's fees, materials, and allowable location cost.

9.0 SUBSTITUTION OF KEY PERSONNEL

Assigned instructors may only be replaced by the Contractor with approval from BPD. In the event that an instructor is no longer available, BPD shall require that a replacement instructor be provided. The Contractor shall notify the CO and COTR, in writing, stating the circumstances necessitating the proposed substitution and provides BPD with resume(s) of the proposed replacement instructor(s) for review and approval at least two (2) weeks prior to replacement.

The Contractor shall demonstrate that the qualifications of a prospective substitute meet the contract requirements. BPD reserves the right to disapprove the proposed substitutes and negotiate with the Contractor for another replacement.

10.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- a. During contract performance, the COTR may evaluate the skills of any/all instructors in the following manner:
 - (1) Monitor each course to review and confirm the skills of any/all instructor(s) and to assess overall performance and effectiveness. The instructor's effectiveness will be evaluated using the following criteria:
 - Knowledge of subject objectives and content
 - Ability to convey subject matter logically to participants
 - Ability to meet the objectives of the course
 - Classroom management
 - Communication skills
 - Ability to actively involve participants in learning experiences to reinforce lecture and course material
 - (2) Assess the evaluations completed by the participants, paying particular attention to the ratings given the course and the instructor.
- b. If the Government evaluations identify significant quality or qualification problems, the Contractor will be notified within seven (7) days. At the Government's discretion, either (1) the Contractor shall be expected to provide, at no additional cost to the Government, the subject course with a fully qualified instructor -or- (2) the Contractor shall be asked to reduce price of contract -or- (3) the award may be Terminated for Cause.

PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUNE 2008)****ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERS – COMMERCIAL ITEMS****PROPOSAL SUBMISSION**

Technical and price proposals are being requested in response to this solicitation. Offerors shall submit an electronic copy of Volume I (Written Technical Proposals, inclusive of Attachment A – Capabilities form/format) and Volume II (Written Price Proposal, inclusive of Attachment B – Price List form/format) and signed Standard Form (SF) 1449 (page 1), as separate attachments, by the due date. Offerors shall also provide 3 past performance references (Government or Commercial) where they have provided a similar service using one or more of the following methods listed in the Instructions to Offerors under Tab 2 Factor 2 Past Performance by the due date. The Offeror assumes full responsibility for ensuring that offers are received at the place as delineated herein and by the due date and time specified in **Block 8 of Standard Form (SF) 1449**. Offerors shall submit proposals electronically to PSB3@BPD.TREAS.GOV. All electronic submissions should contain the subject line " **RFQ-CDF-12-0001, ATTN: TAYERS**". Offerors can call 304-480-5366 to confirm receipt of proposal.

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with the Bureau of the Public Debt Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar, .scr, .vbs, .hta, .cpl, and .zip files

Microsoft Office compatible documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror's responsibility to verify with BPD that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive.

Files may be "zipped," however, the file must be renamed, as .zip extensions will be quarantined by BPD Security and we cannot guarantee that they will be delivered by the date and time listed in Block 8.

Offerors must complete the attached, "Offeror Representations and Certifications Commercial Items (August 2009)" or they can complete it online at <http://orca.bpn.gov> and either return the manual copy or reference that the online certification was completed in their proposal.

Offerors must be registered and have an active status in the Central Contractor Registration (CCR) online data base at <https://www.bpn.gov/ccr/default.aspx> prior to the award effective date.

VOLUME I - WRITTEN TECHNICAL PROPOSAL

The offeror shall address the following technical evaluation factors in separate tabs of Volume – I.

TAB 1 - Factor 1: Capability (Refer to Attachment A)

- a. **The Offeror shall provide evidence of the capability of their (1) organization, its partners & subcontractors, and (2) instructor(s) to provide the required services listed in Section 3.0 utilizing Attachment A form/format** You may do this through a demonstration of (1) the organization's extensive experience in teaching each requested course by stating the # of times/sessions that the organization has taught each course or an equivalent course in the past 3 years and identifying key personnel that will oversee the training. The Offeror shall also (2) identify the instructor(s) who will be teaching each course and provide the number of times/sessions that the instructor(s) has taught each course or equivalent course in the past 3 years, including their qualifications (i.e. resume), number of years of work-related experience in the specified course content, and any feedback/comments that the instructor(s) has received from previous customer evaluations.

- b. The Offeror shall demonstrate their ability to provide the core course objectives listed in Section 3.0 utilizing Attachment A format You may do this through by providing a detailed course outline/agenda of the daily activities in the order in which the courses will be covered in exercises with samples and/or a copy of the course materials (electronic preferred). If referencing a published text, then also provide the text, title, author, ISBN code, table of contents, and date of print and revision. If course materials are available electronically via website, please provide web site where it may be accessed. The government may provide a more favorable review to Offerors who provide all course materials relative to the course in their proposal and reserves the right to request course materials from Offerors during the technical review process. The government shall return course materials to unsuccessful Offerors upon their request.

TAB 2 – Factor 2: Past Performance

Offerors shall provide 3 past performance references (Government or Commercial) where they have provided a similar service using one or more of the following methods:

1. Provide the course(s) taught at BPD and/or CDFI within the last 3 years, date, and award number, and/or
2. Provide the course title(s) and description(s) of 1 to 3 awards (Government or Commercial) for similar services completed during the past 3 years and provide references for each (point of contact, phone number, and email) with your proposal, **AND** provide those same references identified the **Past Performance Questionnaire (Attachment C)** for completing and submitting to BPD by email to PSB3@BPD.TREAS.GOV or fax to 304-480-7203 referencing "RFQ-CDF-12-0001, ATTN TAYERS". Offerors are responsible for ensuring that their references are complete, and are returned on or before the due date and time specified for the receipt of the proposal, **OR**
3. Provide BPD's past RFQ # and date of the solicitation, if the Offeror's references identified in method 2 have already completed and submitted the **Past Performance Questionnaire (Attachment C)** within the last 3 years from this solicitation date.

Offerors are responsible for ensuring that their references are complete.

VOLUME II – WRITTEN PRICE PROPOSAL

The Offeror shall provide a firm fixed-price proposal (inclusive of instructor fees, materials, and allowable location cost) for the required course(s) for the number of students stated in the PWS utilizing **Attachment B – Price List**.

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

- (a.) The Government will award a purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered (Best Value). The non-price evaluation factors, when combined, are more important than the price. As the non-price scores become more equal, then the price will be a more determining factor. The following factors shall be used to evaluate offers:

Capabilities

The following factors (equal in importance) shall be used as the standard against which all proposals are to be evaluated:

Experience (Organization and Instructors) more favorable rating may be given to Offerors who clearly demonstrates the organization and instructor(s) capability in conducting these courses through demonstration or positive references from prior classes. If an Offeror list multiple instructors for a course, the government's evaluation will be based on the instructor with the least amount of experience.

Course Outline (or materials) will be evaluated to make sure all materials and outlines being used for each course meet the core objectives listed in Section 3.0 of the PWS for each course. A more favorable rating may be given to Offerors who can clearly demonstrate that each core objective will be met for each course. The government may also provide a more favorable review

to Offerors who provide course materials and reserves the right to request course materials from offerors during the technical review process.

Past Performance

Past performance shall be evaluated on the basis of quality of services provided, financial aspect, administrative aspect, and relevance to the work in the PWS. Evaluation shall be rated on a scale of (Excellent, Acceptable, and Unacceptable). In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

Price

The Offeror's price will be evaluated to determine whether they are reasonable for the work to be accomplished using the total price offered for all courses.

Note: For evaluation purposes only, the government will calculate and add participant travel cost for each course based on Government Per Diem Rates (i.e. Lodging, Meals & Incidentals) and other related travel cost (i.e. airfare, car rental) to those contractors who propose training site(s) outside the Local Metropolitan Area.

Local Metropolitan Area is an area within 50 miles of the city limits. More specific definitions for Washington, DC are as follows:

Washington, DC. The Washington, DC local metropolitan area includes the DC city limits; Montgomery or Prince Georges Counties, Maryland; Arlington, Fairfax, or Loudoun Counties, Virginia; and the cities of Alexandria, Falls Church, and Fairfax, Virginia.

ATTACHMENTS:

Attachment A	Tab 1 – Factor 1 Capabilities Form
Attachment B	Price List Form
Attachment C	Past Performance Information Form

Offeror Representations and Certifications -- Commercial Items (May 2011)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

connected, as defined in 38 U.S.C. 101(16).

the criteria in 13 CFR Part 121 and size standards in this solicitation.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

teran-owned small business concern" means a small business concern—

case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more

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

management and daily business operations are controlled by one or more women.

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

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

and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(q)

Certifications Application (ORCA) website.

only, and do not result in an update to the representations and certifications posted on ORCA.]

States or its outlying areas. Check all that apply.

States or its outlying areas. Check all that apply.

small business concern.

concern.

threshold.

- (6) **WOSB concern eligible under the WOSB Program.** [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) **Economically disadvantaged women-owned small business (EDWOSB) concern.** [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (8) **Women-owned business concern (other than small business concern).** [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.
- (9) **Tie bid priority for labor surplus area concerns.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____
- (10) **[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]**
- (i) **General.** The offeror represents that either—
 - (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 - (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (ii) **Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. **[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]**
- (11) **HUBZone small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. **[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]** Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

- (1) Previous contracts and compliance. The offeror represents that --
- (i) It ☐ has 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
- (iii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) **Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
 (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) **Certification Regarding Responsibility Matters (Executive Order 12689).** (Applies only if the contract value is expected to exceed the simplified acquisition threshold of \$150,000.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) **Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).**

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

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

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

- (1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN: _____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
- ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent:

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

- (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
- (2) *Representation.* By submission of its offer, the offeror represents that—
- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

- (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.
- (2) The certification requirement of paragraph (o)(1) of this provision does not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

Alternate II (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) **Address.** The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Offeror's Name: _____

DUNS #: _____

TAB 1 - Factor 1: Capability

A. The Offeror shall provide evidence of the capability of their (1) organization, its partners & subcontractors, and (2) Instructor(s) to provide the required services listed in Section 3.0.

(1) Organization's Experience:

a. Please provide the # of times/sessions that the organization has taught each course listed below or an equivalent course in the past 3 years:

1. Course title: Values, Vision, and Mission

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

2. Course title: Results Driven

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

3. Course title: Leading People

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

4. Course title: Leading Change

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

5. Course title: Building Partnerships and Coalitions

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

6. Course title: Business Acumen

Number: _____ times/sessions in the past 3 years

OR

Equivalent Course Title _____

Number: _____ times/sessions in the past 3 years

7. Course title: Synthesis and Celebration

Number: _____ times/sessions in the past 3 years

Equivalent Course Title _____

OR

Number: _____ times/sessions in the past 3 years

- b. Identifying key personnel that will oversee the training and tell us about your business (i.e. # of years in business, etc):

- c. The Government has identified preferred dates for the training course in Section 4.0 of the PWS. The Contractor shall indicate if any of the dates are acceptable or identify alternate dates in their proposal per course.

- d. Please provide a training site (i.e. Building Name, address, city, state, zip code and County) for each course that is equipped with the necessary training materials, supplies, atmosphere, and equipment that will foster a successful adult learning experience.

1. Values, Vision, and Mission _____
2. Results Driven _____
3. Leading People _____
4. Leading Change _____
5. Building Partnerships and Coalitions _____
6. Business Acumen _____
7. Synthesis and Celebration _____

(2) Demonstration of Instructor(s) abilities to teach the course:

- a. Per Section 7.0 of the Performance Work Statement, Fully qualified Instructors shall provide the training. Contractor employees working on this contract shall possess the ability to fluently read, speak, write and comprehend the English language. Each instructor shall have a minimum of five (5) years of instructional and have work-related experience in the specified course content and shall be skilled in techniques of classroom presentations for the adult learner.
- b. Please identify the instructor(s) who will be teaching each course and provide the number of times/sessions that the instructor(s) has taught each course or an equivalent course in the past 3 years, including their qualifications (i.e. resume), number of years of work-related experience in the specified course content, and any feedback/comments that the instructor(s) has received from previous customer evaluations.

1. Course title: Values, Vision, and Mission

Instructor's Name _____

Number: _____ times/sessions in the past 3 years

Equivalent/Similar Course Title: _____

Number: _____ times/sessions in the past 3 years

Qualifications of Instructor(s):

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations:

AND

2. Course title: Results Driven

Instructor's Name _____

Number: _____times/sessions in the past 3 years

OR

Equivalent/Similar Course Title: _____

Number: _____times/sessions in the past 3 years

AND

Qualifications of Instructor(s):

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations:

3. Course title: Leading People

Instructor's Name _____

Number: _____times/sessions in the past 3 years

OR

Equivalent/Similar Course Title: _____

Number: _____times/sessions in the past 3 years

AND

Qualifications of Instructor(s):

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations:

4. Course title: Leading Change

Instructor's Name _____

Number: _____times/sessions in the past 3 years

OR

Equivalent/Similar Course Title: _____

Number: _____times/sessions in the past 3 years

AND

Qualifications of Instructor(s):

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations:

5. Course title: Building Partnerships and Coalitions

Instructor's Name _____

Number: _____times/sessions in the past 3 years

OR

Equivalent/Similar Course Title: _____

Number: _____times/sessions in the past 3 years

AND

Qualifications of Instructor(s): _____

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations: _____

6. Course title: Business Acumen

Instructor's Name _____

Number: _____ times/sessions in the past 3 years

Equivalent/Similar Course Title: _____

Number: _____ times/sessions in the past 3 years

Qualifications of Instructor(s): _____

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations: _____

7. Course title: Synthesis and Celebration

Instructor's Name _____

Number: _____ times/sessions in the past 3 years

Equivalent/Similar Course Title: _____

Number: _____ times/sessions in the past 3 years

Qualifications of Instructor(s): _____

Number: _____ years of work-related experience in the specified course content

Feedback/Comments from previous customer evaluations: _____

B. The Offeror shall demonstrate their ability to provide the core course objectives listed in Section 3.0.

(1) Demonstration of Organization ability to provide the core course objectives listed in Section 3.0 of the PWS:

Please provide a detailed course outline/agenda of the daily activities in the order in which each course will be presented that meets the OPM-approved candidate development program, including what will be covered in exercises with samples and/or a copy of the course materials (electronic preferred). If referencing a published text, then also provide the text, title, author, ISBN code, table of contents, and date of print and revision. If course materials are available electronically via website, please provide web site where it may be accessed. The government may provide a more favorable review to Offerors who provide all course materials relative to the course in their proposal and reserves the right to request course materials from Offerors during the technical review process. The government shall return course materials to unsuccessful Offerors upon their request.

a. Information provided:

1. Course title: Values, Vision, and Mission

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved candidate development program.

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

2. Course title: Results Driven

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved candidate development program.

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

3. Course title: Leading People

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved candidate development program.

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

4. Course title: Leading Change

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

5. Course title: Building Partnerships and Coalitions

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

6. Course title: Business Acumen

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

7. Course title: Synthesis and Celebration

Please provide a detailed Course Outline/Agenda of the daily activities in the order in which the course will be presented:

AND

Please provide what will be covered in exercises with samples:

AND

Demonstration that the courses/program meets the interagency training requirements for OPM-approved candidate development program.

AND

If referencing published text, please provide Text, Title, Author, table of contents, ISBN Code & Date of print and revision:

AND/OR

Offeror has also provided course materials with their proposal (yes/no)?

If yes, what method used (i.e. hard copy, electronic copy)?

Note: The government shall return course materials to unsuccessful Offerors upon their request.

ATTACHMENT B - PRICE LIST

RFQ-CDF-12-0001

Offeror's Name: _____

Course Title(s)	Min. Partic. (A)	*Qty (B)	# of Days	** Price per Partic. for a Qty of 1, inclusive of travel cost (C)	Total Price for the # of Partic. for the Total Qty (A x B x C) = E
1. Values, Vision, and Mission	2	1	1 day		
2. Results Driven	2	1	3 day		
3. Leading People	2	1	3 day		
4. Leading Change	2	1	4 day		
5. Building Partnerships and Coalitions	2	1	3 day		
6. Business Acumen	2	1	3 day		
7. Synthesis and Celebration	2	1	3 day		
Totals					

* Qty refers to the number of times the course will be provided, regardless of the number of days or hours in the course.

** Offeror shall propose a price per participant inclusive of all instructor's fees, materials, and allowable location costs.

Payment Terms: _____ % within _____ days

Net 30

Note: This worksheet includes formulas that calculate totals automatically based on values inputted. Offeror is responsible for

memorandum

Department of the Treasury, Bureau of the Public Debt
Division of Procurement

TO: PROSPECTIVE REFERENCES
FROM: Geoff Barnes, Contracting Officer
DATE: October 28, 2011
SUBJECT: Solicitation RFQ-CDF-12-0001 Past Performance Questionnaire

The Bureau of the Public Debt is conducting a proposal evaluation for the subject solicitation. The point of contact listed in the attached questionnaire has identified your office as a source to evaluate the contractor's past performance and it also authorizes release of this information to our office.

The individual most knowledgeable of the Contractor's day-to-day operations and overall condition of performance rendered should complete the survey.

Please complete the questionnaire as thoroughly as possible by indicating your ratings and providing comments wherever applicable. For any rating of Unsatisfactory (U), we request you provide an explanation.

Your time and effort in providing this information is greatly appreciated. The requested information is critical to our evaluation. Please complete and return the completed package as quickly as possible, but not later than **2:00 p.m. ET on Friday, November 4, 2011**. You may e-mail a scanned copy to psb3@bpd.treas.gov with "RFQ-CDF-12-0001, ATTN: TAYERS" in the subject line, or fax it to 304-480-7203.

If you have any questions, please call **Taten Ayers at 304-480-5366**. Thank you for your cooperation and quick response to this request.

Quality of Product or Service Rating Guideline

When responding to the descriptive statements, select the letter, which *most* accurately describes the contractor's performance or situation.

<u>Unacceptable</u>	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
<u>Acceptable</u>	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
<u>Excellent</u>	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".
<u>Not Applicable</u>	The contractor was not required to perform or this was not covered under this contract.

RFQ-CDF-12-0001 ATTN: TAYERS

Solicitation:

Contractor Name:

REFERENCE: POINT OF CONTACT INFORMATION

1. Company Name:

2. Name:

3. Office:

4. Email/Telephone:

I. QUALITY OF PRODUCT OR SERVICE:					E	A	U	N/A
1.	Compliance with contract requirements	☐	☐	☐	☐	☐	☐	☐
2.	Atmosphere fostered a successful adult learning experience	☐	☐	☐	☐	☐	☐	☐
3.	Appropriateness of personnel assigned.	☐	☐	☐	☐	☐	☐	☐
COST CONTROL:					E	A	U	N/A
1.	The Contractor submits proposals that accurately represent the work required.	☐	☐	☐	☐	☐	☐	☐
2.	The contractor's supporting price/cost information for modifications is accurate, complete and reasonable (not over inflated or under estimated).	☐	☐	☐	☐	☐	☐	☐
TIMELINESS OF PERFORMANCE:					E	A	U	N/A
1.	Contractor met established schedules to complete the task on time, as scheduled.	☐	☐	☐	☐	☐	☐	☐
2.	Contractor performed all work without the issuance of a CURE NOTICE or a SHOW CAUSE LETTER.	☐	☐	☐	☐	☐	☐	☐
IV. BUSINESS RELATIONS:					E	A	U	N/A
1.	Contractor provided experienced/qualified instructors with the technical and administrative abilities needed to meet contract requirements.	☐	☐	☐	☐	☐	☐	☐
2.	Contractor hired, maintained, and replaced as necessary, qualified personnel.	☐	☐	☐	☐	☐	☐	☐
3.	Contractor ensured the instructor had sufficient authority to make decisions and take actions during course performance to keep the course on schedule.	☐	☐	☐	☐	☐	☐	☐
OVERALL PERFORMANCE:					E	A	U	N/A
1.	Rate the overall performance of this contractor. Would you rehire this contractor?	☐	☐	☐	☐	☐	☐	☐
Additional Comments:								