

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number 4405040Q0001		PAGE 1 OF 31	
<i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>				5. Solicitation Number SBAHQ-04-R-0008		6. Solicitation Issue Date Feb 25, 2004	
2. Contract No.		3. Award/Effective Date		4. Order Number			
7. For Solicitation Information Call:		a. Name Diane Butler Diane.Thompson@SBA.GOV		b. Telephone Number (No collect calls) 202-205-7049		8. Offer Due Date/Local Time April 15, 2004 / 12:00 PM	
9. Issued By Small Business Administration Office of Procurement and Grants Mgmt. 409 3rd St SW Suite 5000 Washington, DC 20416		Code 5330		10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for <input type="checkbox"/> <input type="checkbox"/> HubZone Small Business NAICS: 611710 Size Standard: \$6M		11. Delivery for FOB Destination Unless Block is Marked. <input checked="" type="checkbox"/> See Schedule	
				13a. This contract is a rated order under DPAS (15 CFR 700)		12. Discount Terms	
				13b. Rating			
				14. Method of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. Deliver To Small Business Administration Office of Procurement and Grants Mgmt. 409 3rd St SW Suite 5000 Washington, DC 20416		Code 5330		16. Administered By		Code	
17a. Contractor/Offeror		Code Facility Code		18a. Payment Will Be Made By		Code	
Telephone No.		TIN:					
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		This is a 100% small business set-aside requirement. Executive Training Program					
25. Accounting and Appropriation Data				26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached		<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached					
<input checked="" type="checkbox"/> 28. Contractor is required to sign this document and return <u>3</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: Reference _____ 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 (Type or Print)		30c. Date Signed		31b. Name of Contracting Officer (Type or Print)		31c. Date Signed	
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____							
32b. Signature of Authorized Government Representative		32c. Date		32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative				32f. Telephone Number of Authorized Government Representative			
				32g. E-mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
<input type="checkbox"/> Partial <input type="checkbox"/> Final						37. Check Number	
38. S/R Account Number		39. S/R Voucher Number		40. Paid By			
41a. I certify this account is correct and proper for payment				41c. Date		42a. Received By (Print)	
41b. Signature and Title of Certifying Officer						42b. Received At (Location)	
						42c. Date Rec'd (YY/MM/DD)	
						42d. Total Containers	

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>Develop and conduct one day training sessions in the 10 SBA Regions not to exceed a total number of 40 classes. Attendees will consist of 8(a), 7(j) and other eligible small businesses as defined in the Statement of Work Paragraph 4.</p> <p>Offerors may propose what they believe to be the most efficient distribution of classes in each region. Attachment "A" and is a list of "transitional 8(a) firms" which shows the number of 8(a) firms in each region. However, the number of other eligible small businesses in each region is not known. Therefore, attachment "A" should be used only as a guide.</p> <p>The price proposal should include but not be limited to, travel cost, all the cost of the activity, daily projected rate, number of hours and the total amount for that specific activity. All activities must be included in the process schedule.</p>	40	EA	_____	_____
0002	Produce and deliver DVD's as described in the Statement of Work paragraph 5 (b)	2000	EA	_____	_____
0003	Travel will be reimbursed via Federal Travel Regulations. Contractor should make best effort to obtain government rates. If government rates are not obtainable, reimbursement will be made for actual authorized and reasonable costs incurred.	.1	LT	_____	_____

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

EXECUTIVE TRAINING PROGRAM FOR 8(a) BUSINESS OWNERS AND OTHER 7(j)
ELIGIBLES

1. Statement of Work

The U.S. Small Business Administration (SBA) plans to extend its services in providing 8(a) and other 7(j) eligible participants with practical information and guidance on how to achieve business success. To accomplish this goal, the SBA wants to acquire the services of vendor(s) who will conduct executive training seminars for the SBA. The training vendor(s) will train 8(a) participants and other 7(j) eligible firm owners/CEOs in each of the ten (10) SBA District Regions.

2. Course Objectives

The objective is to provide the seminar participant, with a “real world” appreciation of how decisions that have been made, people who have been hired and deals that have been done, might dictate the business’ success or failure. For 8(a) program participants, the training is for firms preparing to exit the program. The objective is focused on firms eligible for transition to enter the open competitive market and whose goals are to increase sales both commercial and governmental. For potential 8(a) participants and other 7(j) eligibles, the objective would be applicable for those who have been in business at least 6 years.

3. Course: Executive Training Program for 8(a) and other 7(j) Eligible Business Owners

The training seminar must include a morning session and an afternoon session with an agenda to meet the course objectives. We are looking for innovative, practical solutions that have out of the box strategies to grow and sustain the business. The agenda will be evaluated as indicated in paragraph 12 below. Each training seminar should include at least 30 7(j) eligible clients.

4. Target Population (Participants)

Training participants will be nationwide 8(a) transitional program executives, potential 8(a) CEO participants, and other 7(j) eligible executives who have been in business for at least 6 years. It is estimated that there are approximately 1,800 firms in this category. The 7(j) eligible client definition is included below. There are no skills required prior to attending the course. However, participants must meet the following criteria:

- (a) 8(a) firms must be in compliance with all 8(a) requirements;
- (b) All participants (8(a) and other 7(j) eligibles) must be executives in the company’s organizational structure and;
- (c) All participants must be willing to commit to attend the entire 1 day training program.

7(j) Eligible Clients – 8(a) certified firms, HUBZone certified firms, firms that are eligible to receive 8(a) contracts, businesses operating in areas of high unemployment or low income and firms owned by low income individuals. Areas of high unemployment are defined in the U.S. Census Bureau’s County and City Data Book. The low income area and the low income

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

individuals are defined in the Poverty Guidelines issued by the U.S. Department of Health and Human Services (HHS).

5. Training Methods and Media

Training delivery can include but not be limited to the following:

- (a) Presentations
- (b) Produce 2,000 DVD's
- (c) Case Studies using "Best Practices"
- (d) Videos
- (e) Role play/Simulations
- (f) Printed Materials/Handouts
- (g) Flipcharts, Overheads
- (h) Interactive Exercises
- (i) Selected former 8(a) owners, and SBA partners

6. Training

- (a) Training Materials: All training materials provided by the vendor(s) will become the property of SBA. This includes the proposals.
- (b) Training Evaluation: The training vendor(s) must provide a course evaluation. The evaluation is to be completed by each participant at the end of the training class. The training vendor(s) will be responsible for collecting the evaluations and submitting them to the Contracting Officer's Technical Representative (COTR) at SBA. The evaluation should measure achievement of the course objectives listed in paragraph 2 above.
- (c) Training Location: The vendor(s) will determine and procure the various training locations in each of the 10 regions. The course participants will pay for their own local travel, related parking costs, meals and any other incidentals at the designated training facility.
- (d) Training Announcement and Registration: The training vendor(s) will be responsible for announcing the training and registering the participants.
- (e) Marketing Training: SBA will market the training to 8(a) and other 7(j) eligibles.
- (f) Length of Training: Contracts will be awarded for at least 10 (one for each region) one (1) day training sessions. Due to their size, the states of Texas and California may require two (2) contracts each.
- (g) Training Assessment: Nine months after the training has been completed, the vendor will prepare, for each firm, a post training assessment. This assessment will be submitted directly to the SBA Management and Technical Assistance office.
- (h) Training Completion: All training must be completed by September 30, 2004.

7. Performance Standards

SBA will consider the training to be successful according to the following measurement standards:

- a. SBA satisfaction in terms of cost, quality and timeliness of the training.
- b. Participation satisfaction as measured by favorable course evaluations
- c. Minimum administrative operating cost.
- d. Available resources and infrastructure to satisfy the Statement of Work and the tasks defined.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8. Term of Contract

The terms of the contracts is from date of award until September 30, 2004.

9. Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be given authority by the Contracting Officer to monitor and assist in administrating the contract. (See contract clause" Contract Management and Administration" following this statement of work). The name, office, and telephone number of the Contracting Officer's Technical Representative under this contract will be provided at the time of award.

10. SBA Regions

The attached chart displays the location of the offices in the 10 SBA regions and the number of transitional 8(a) firms included in each office. As indicated in the 7(j) definition above, the 8(a) firms are only a portion of the 7(j) eligible firms.

11. Project Funding

Funding for this project is pending availability of the FY 04 7(j) Management and Technical Assistance program allocation.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ATTACHMENT A

**Developmental 8(a) Firms as of
11/25/03**

Office	Office Name	Number
0101	Massachusetts DO	50
0156	Connecticut DO	8
	Regional Total	58
0202	New York DO	175
0248	Syracuse DO	8
0252	Puerto Rico & USVI DO	115
0296	Buffalo DO	29
0299	New Jersey DO	140
	Regional Total	467
0303	Philadelphia DO	42
0304	Richmond DO	149
0325	Charleston BO	0
0341	Delaware DO	7
0353	Washington DO & HQ	726
0358	Pittsburgh DO	45
0373	Baltimore DO	158
0390	West Virginia DO	7
	Regional Total	1,134
0405	Georgia DO	138
0438	Gulfport BO	0
0455	South Florida DO	182
0457	Kentucky DO	16
0459	Alabama DO	78
0460	North Carolina DO	56
0464	South Carolina DO	31
0470	Mississippi DO	41
0474	Tennessee DO	58
0491	North Florida DO	102
	Regional Total	702
0507	Illinois DO	120
0508	Minnesota DO	25
0515	Michigan DO	69
0517	Springfield BO	0
0543	Wisconsin District - Milwaukee DO	29
0545	Cincinnati BO	0
0547	Marquette BO	0
0549	Cleveland DO	33
0562	Indiana DO	34
0593	Wisconsin District - Madison Office	55
	Regional Total	365
	Dallas/Ft Worth DO	99
0637	Corpus Christi BO	0
0639	Lower Rio Grande Valley DO	19
0669	Arkansas DO	22

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

0671	Houston DO	70
0677	El Paso DO	32
0678	Lubbock DO	0
0679	Louisiana DO	66
0680	Oklahoma DO	59
0681	San Antonio DO	90
0682	New Mexico DO	69
	Regional Total	526
0709	Kansas City DO	45
0761	Des Moines DO	10
0766	Nebraska DO	14
0767	Wichita DO	4
0768	St. Louis DO	24
	Regional Total	97
0811	Colorado DO	120
0875	North Dakota DO	18
0876	South Dakota DO	12
0883	Utah DO	38
0885	Montana DO	18
0897	Wyoming DO	7
	Regional Total	213
0912	San Francisco DO	177
0914	Los Angeles DO	174
0920	Santa Ana DO	119
0942	Fresno DO	34
0944	Nevada DO	22
0951	Hawaii DO	134
0954	San Diego DO	50
0988	Arizona DO	65
0995	Guam BO	0
	Regional Total	775
1013	Seattle DO	44
1084	Alaska DO	114
1086	Portland DO	46
1087	Boise DO	16
1094	Spokane DO	0
	Regional Total	220
Total		4,557

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of this contract from the date of award until September 30, 2004. The contractor must be prepared to conduct the first one-day training session by no later than 30 days after award.

Deliverables

Produce and deliver 2,000 DVD's

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 SBA.19 CONTRACT MANAGEMENT AND ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract:

(i) Contracting Officer. All Contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without written modification to the contract executed by the Contracting Officer authorizing such changes. See block 6, of the contract/award document for the name and address of the cognizant Contracting Officer.

(ii) Contracting Officer's Technical Representative. A Contracting Officer's Technical Representative (COTR) will be given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; with the cognizance of the Contracting Officer, to maintain both written and oral communications with the contractor concerning the aspects of requirements of Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the contractor through the Contracting Officer of any deficiencies observed; and, to coordinate Government furnished property availability and provide for site entry of contractor personnel if required.

A COTR will be designated, by the Contracting Officer, subsequent to contract award.

(iii) The COTR is not authorized to change any of the terms and conditions of this contract. Changes in the time and date of delivery, or the scope of work will be made only by the Contracting Officer by a properly signed written modification to the contract.

(iv) The COTR is not authorized to redelegate his or her authority.

(v) The COTR is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreements, or purchase orders, to place calls or delivery orders under basic agreements, basic ordering agreements, or indefinite delivery type contracts.

(vi) If the contractor feels that they may have been given unclear or improper instructions, guidance or direction from the COTR, it is incumbent upon the contractor to contact the Contracting Officer immediately.

G.2 SBA.20 PROGRESS REPORT

The Contractor shall prepare a written monthly progress report to the attention of the Contracting Officer with a copy to the COTR. This report is to be submitted with any monthly invoices. If the contractor is not submitting an invoice for a particular month, they shall still submit a written monthly progress report.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 SBA.11 SUBCONTRACTING TERMS

Any subcontracting efforts shall be approved, in writing, by the Contracting Officer prior to beginning the work.

H.2 SBA.15 RIGHTS IN DATA

A. Subject Data. As used in this clause, the term "Subject Data" means writing, sound recordings, pictorial reproductions, drawings, designs or other graphic representatins, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. B. Government Rights. Subject only to the provision of (C) below, the Government may use, duplicate or disclose subject data in any manner and for any purpose and to have or permit others to do so: Provided , however, that such license shall be only to the extent that the contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to compensation to others solely because of such grant. C. License to Copyrighted Data. In addition to the Government rights as provided in (B) above, with respect to any subject data which may be copyrighted, the contractor agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and have or permit other to do so, all subject data that is delivered under this contract.

H.3 SBA.25 KEY PERSONNEL

The key personnel which the contractor shall furnish for the performance of work under this contract are as follows:

- | | |
|----------|-----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |

The personnel specified above are considered to be essential to the work being performed hereunder. Therefore, the personnel specified above are the same individuals used in the calculation of proposed cost/price element. Prior to diverting any of the specified individuals, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions). No diversion shall be made by contractor without the written consent of the contracting Officer. The listing of key personnel may, with the consent of parties, be amended from time to time during the course of the contract to either add or delete personnel as appropriate and in accordance with the clause entitled "Substitutions of Personnel".
SUBSTITUTION OF PERSONNEL (a) The Offeror agrees to assign to the contract those persons whose resume's were submitted with his proposal and specifically listed herein the clause entitled Key Personnel above. (b) The Offeror agrees that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions must be submitted , in writing, at least fifteen (15) days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below. (c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer, needed by him to approve or

SECTION H
SPECIAL CONTRACT REQUIREMENTS

disapprove the proposed substitution. All proposed substitution must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof. Type of Contract:

H.4 SBA.8 PERMITS AND LICENSES

The Contractor, shall, at its own expense, obtain and maintain necessary permits, franchises, licenses, and any other necessary authorizations and certifications. The Contractor shall comply with all applicable Federal, State, Municipal, and local requirements.

**SECTION I
CONTRACT CLAUSES**

I.1 52.202-1 DEFINITIONS (DEC 2001)

(Reference 2.201)

I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 3.404)

I.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(Reference 3.503-2)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 3.502-3)

I.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Feb 2002)

(Reference 12.301)

I.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (May 2002)

(Reference 12.301)

I.7 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(Reference 19.708)

I.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(Reference 19.811-3)

I.9 52.232-25 PROMPT PAYMENT (FEB 2002)

(Reference 32.908)

I.10 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 33.106)

I.11 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(Reference 43.205)

I.12 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(Reference 49.502)

I.13 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a) (2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a) (2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a) (1) (ii) and (1) (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those

SECTION I
CONTRACT CLAUSES

supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I14. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2004)

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

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

[Contracting Officer check as appropriate.]

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

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

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- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (22) (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

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___ (27) 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)).

___ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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

___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

___ (ii) Alternate I (Apr 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting

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opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

**K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(July 2002)**

As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications-Commercial Items (July 2002)

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

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

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

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

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

(1) Means a small business concern-

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:

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

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

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

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less

<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) General. The offeror represents that either-

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. 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-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.

--

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. 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-North American Free Trade Agreement-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, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) Have, have not, within 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, or receiving stolen property; and

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(End of provision)

L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately

by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Oct 2000)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Suite 470 Washington, DC 20407 Telephone Facsimile (202) 619-8978.	Federal East	Supply L'Enfant	Service (202)	Specifications Plaza,	Section 8100 SW 619-8925
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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department Building 700 Philadelphia, PA 19111-5094 Telephone Facsimile (215) 697-1462.	of Defense 4,	Single Robbins	Stock Section (215)	Point D	(DoDSSP) Avenue 697-2667/2179
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(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information

Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

(End of provision)

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

L.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

L.5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work

may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Small Business Administration, 409 3rd Street, S.W., Suite 5000, Washington, DC 20020.

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

(End of provision)

L.7 PROPOSAL SUBMITTAL REQUIREMENTS

The technical/price proposal is to be submitted in original and four copies. The price portion of the proposal need not be a totally separate volume; i.e., it may be combined with the technical, but as a separate section. There is no limit to the number of pages required, as long as all of the technical evaluation criteria are adequately addressed. The solicitation number shall be included on each page of the proposal.

Corporate Experience/Past Experience

1. Expertise in government procurement training, including ability to train diverse organizations and individual and personnel qualifications, knowledge of the Federal Acquisition Regulations (FAR), the Small Business Regulations and SBA's mission and the 8(a) Program.

2. A detailed description of how the contractor will satisfy the Statement of Work, to include workflow and actions, and a schedule of deliverables.

3. A price proposal that identifies all costs, including all travel, fees, lodging cost at the government rate for training vendor(s); course development, instructors preparation and training administration; training facility and set-up; class recruitment and registration.

4. Demonstrated experience in conducting training similar in scope within the last 3 years.

5. The ability to furnish an adequate training facility, for 1-day seminars.

L.8 EVALUATION FACTORS

(a) Technical Factors

The contractor must address the following factors in its proposal, which will be used to evaluate the Technical/cost proposal(s);

Technical and Management Approach:

- Knowledge and understanding of the Statement of Work and the required result. Viability and feasibility of each executive training seminar proposed, plus the ability to produce a DVD (full audio and video) of the training lecture and workshop and a copy of all training materials, as evaluated against the requirements of paragraph "Scope" in the Statement of Work.
- Ability to provide consistency of training and delivery of service to multi-regions within SBA.
- Knowledge and understanding of SBA's mission and organization supporting socially and economically disadvantaged businesses.
- Performance Standards and Measurement Plan Approach: Performance standards, indicators, and incentives that can be used to measure the contractor's performance against the SOW to determine successful/superior performance. Offerors are encouraged to propose incentives.
- A complete agenda of the executive training seminar to be conducted with a timeline.
- Plans for seminar evaluations.

Corporate Experience / Past Performance:

- Experience as a multi-disciplined contractor in providing similar services to diverse organizations, knowledge of the Federal Acquisition Regulations (FAR), the Small Business regulations, and SBA's mission and 8(a) Program. Include a list of at least three clients for whom similar services have been performed within the last three years. Include name, address, business and telephone number.
- Experience of key personnel to be assigned to the contract, including evidence that they can train participants to develop tools required to obtain government contracts.
- Available resources and infrastructure to satisfy the Statement of Work and the tasks defined including delivering the training within a minimum amount of time at an adequate training facility.

(b) Price:

The price proposal shall consist of firm fixed-prices for each training session proposed. Prices shall be all inclusive; e.g., direct labor, overhead(s), G&A, profit, travel costs and any applicable other direct costs (ODC's). Travel costs should be shown separately. The price proposal shall contain all information necessary to allow for a comprehensive evaluation of the firm fixed price proposed for each economic development project. The Price Proposal shall include an accompanying narrative that fully describes all assumptions made and conditions stipulated by the Offeror.

Also complete and return Section K, Representations and Certifications of Offerors with the price proposal.

Price will be evaluated for price reasonableness and cost realism, as well as total evaluated price for each training session. The Government will conduct its price analysis using one or more of the techniques specified in FAR 15.404-1(b) and its cost realism analysis in accordance with FAR 15.404-1(d).

L.9 RELATIVE IMPORTANCE OF EVALUATION FACTORS

For this solicitation, technical quality is more important than price. The evaluation factors in the paragraph above are listed in descending order of importance.

L.10 CONTRACT AWARD

(a) Evaluation will be conducted and selection will be made in accordance with the guidelines provided in the Federal Acquisition Regulation (FAR) Part 15. Award will be made to that offeror whose proposal represents the best value to the Government considering technical factors and price.

(b) SBA may make multiple and/or partial award(s). SBA reserves the right to make no awards if all proposals are determined to be unacceptable.

(c) Pursuant to FAR Part 15, the SBA reserves the right to award a contract based upon initial responses submitted and without any further discussions with the potential awardees.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)
(Reference 32.502-3)

M.2 EVALUATION FACTORS FOR AWARD

See Section L.