

REQUEST FOR QUOTE

The Community Development Financial Institutions Fund (The CDFI Fund) is issuing this Request for Quote (RFQ) for the purpose of establishing a single-award Blanket Purchase Agreement (BPA) for “Administrative Services for Streamlining Standard Operating Procedures.” Task orders under this BPA will be issued in accordance with Federal Acquisition Regulations (FAR) 8.405-3 and the Offeror’s current GSA MAS 541611.

The Offeror may enter into a BPA task order that extends beyond the current term of their GSA Schedule contract, as long as there is at least one unexercised option period in their contract that, if exercised, will cover the BPA task order’s full period of performance if all options are exercised.

Please submit your response in accordance with the requirements and instructions contained herein.

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IMPORTANT DATES

Question Submission: February 15, 2023, at 10:00 AM ET

Please submit questions on or before **February 15, 2023 at 10:00 AM ET** to purchasing@fiscal.treasury.gov with the subject line “RFQ-CDF-23-SOPS”; Attn: COHSE/SROW.

Quote Submission: March 8, 2023, at 2:30PM ET

Please submit a complete quote on or before **March 8, 2023 at 2:30PM ET** to purchasing@fiscal.treasury.gov with the subject line “RFQ-CDF-23-SOPS”; Attn: COHSE/SROW.

BLANKET PURCHASE AGREEMENT (BPA) TERMS, CONDITIONS, AND PROCEDURES

1. **DESCRIPTION OF BLANKET PURCHASE AGREEMENT (BPA)** - The purpose of this blanket purchase agreement (BPA) is to establish an acquisition vehicle for use by the Bureau of the Fiscal Service, Division of Procurement Services (DPS), on behalf of the Community Development Financial Institution (CDFI) Fund to obtain Administrative Services for Streamlining Standard Operating Procedures. This BPA provides for the issuance of Firm-Fixed Price (FFP) BPA orders. A BPA order becomes a binding contract when it is accepted for a specific service and amount.
2. **EXTENT OF OBLIGATION** - The Government is obligated under this BPA only to the extent of the authorized orders placed by authorized personnel and accepted by the Contractor. This BPA will not obligate any funds.
3. **ORDER OF PRECEDENCE** All BPA Orders are subject to the terms and conditions of the BPA. In the event of conflict between a BPA Order and the BPA, the BPA will take precedence unless otherwise stated in the order.
4. **NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE ORDERS** - All orders under this BPA must be issued by a warranted Bureau of the Fiscal Service, Division of Procurement Services, Contracting Officer (CO).
5. **COR**- The Contracting Officer's Representative (COR) and Alternate Contracting Officer's Representative (ACOR) will be named at the time of the BPA award however, if there is a different COR or ACOR, on a specific BPA order, they will be named at the order level at time of that award.
6. **BPA PRICING** - Pricing for all services purchased under this BPA shall be in accordance with the established rates, or the Contractor's quoted price at the individual order level; whichever is less. The Contractor warrants to the best of its knowledge that the prices of all products purchased under this BPA are not in excess of those charged to its other customers for like products at like quantities and represent the best available pricing. The Contractor shall notify the CO of any discounts that may apply to this BPA. The CO reserves the right to request additional pricing discounts
7. **MULTIPLE AWARD BPA ORDER PROCESS** - Please refer the Section 16.0 in the Performance Work Statement (PWS) for information surrounding ordering procedures under this BPA.
8. **FREQUENCY OF ORDERING**- Orders will be issued when requirements are identified by the ordering activity.
9. **TRAVEL PROCEDURES** - At the BPA order level, the Government will determine and indicate whether travel will be included in the fixed price or if it will be reimbursed at actual costs in accordance with the Federal Travel Regulation (FTR). If travel is not included in the fixed price of a BPA order, then the costs may be paid at actuals in accordance with FAR 31.205-46. Travel receipts shall be submitted to support actual travel charges.
10. **INTERPRETATION OF BPA AND BPA ORDER REQUIREMENTS** - If the Contractor finds clarification necessary with respect to the scope of the services to be performed or the products to be provided hereunder, the Contractor shall request such clarification from the CO. No interpretation of any provision of this BPA or individual orders, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the CO.
11. **INSPECTION AND ACCEPTANCE** - Inspection and acceptance of work performed under the BPA orders will be handled by the COR to ensure the Contractor is compliant with the service requirements. The COR will review the services to ensure that requirements are met in accordance with the BPA and BPA order.
12. **NON-PAYMENT FOR ADDITIONAL WORK** - Any additional services rendered, or products provided by the Contractor, either at its own volition or at the request of an individual other than a duly

appointed CO, except as may be explicitly authorized in the BPA order, will be done at the financial risk of the Contractor. Only a duly appointed CO is authorized to bind the Government to a change in the specifications, terms, or conditions of this BPA and associated BPA orders. No work shall be performed, and no payment shall be made except as authorized by issuance of a BPA order executed by a CO.

13. **BPA TERM AND ORDERING PERIODS** - The overall term of this BPA is 60 months; consisting of a 12-month base ordering period, followed by four (4) 12-month option ordering periods. Continuance of this BPA through the exercising of each option ordering period shall be at the sole discretion of the Government.
14. **ANNUAL BPA REVIEW** - In accordance with FAR 8.405-3(e), the BPA will be reviewed annually.
15. **ESTIMATED AMOUNT**- The Government anticipates the BPA Ceiling amount of the agreement to not exceed \$3,295,243.57.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

(a) The COR(s) will be named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.

(b) Performance of work under this contract is subject to the technical direction of the COR 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 COR 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 COR 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 COR. If, in the opinion of the contractor, any direction of the COR 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."

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

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.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 Months**.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

LAPSE FUNDING

In the event of a lapse funding resulting in a government shutdown, the status of Fiscal Year funding and any necessary action required of the Contractor will be made available at the following website: <https://www.fiscal.treasury.gov/doing-business-with-fiscal-service/>. It is the Contractor's responsibility to monitor this website for information regarding Fiscal Year funding.

1052.232-7003 Electronic Submission of Payment Requests (APR 2015)

(a) *Definitions.* As used in this clause—

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS (IPP)

For payment and invoice questions, go to <https://arc.fiscal.treasury.gov/ipp/fsippqrg.htm> or contact Accounts Payable at (304) 480-8000 option 7 or via email at AccountsPayable@fiscal.treasury.gov.

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 shall 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

The Contractor shall ensure the order number is clearly visible on all shipping/service documents, containers, and invoices.

PERFORMANCE EVALUATION

This BPA is subject to a performance evaluation via the Contractor Performance Reporting System (CPARS) at www.cpars.gov. Following the end of each BPA Call period (exceeding SAT) a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Contracting Officer. The final evaluation of the Contractor's performance is the decision of the Contracting Agency and will be reviewed at least one level above the Contracting Officer. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at <https://www.cpars.gov/>.

1052.242-70 Postaward Conference Alternate I (JAN 2017)

- (a) A postaward conference will be held with the successful offeror.
- (b) The postaward conference will be held via telephone and/or video conferencing. The Contracting Officer or authorized designee will provide the Contractor with the date and time along with other pertinent information, including the agenda for the postaward conference.

**COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS (CDFI) FUND
BLANKET PURCHASE AGREEMENT (BPA)
PERFORMANCE WORK STATEMENT (PWS)
ADMINISTRATIVE SERVICES FOR STREAMLINING STANDARD OPERATING PROCEDURES**

1.0 OVERVIEW/BACKGROUND

The Community Development Financial Institutions Fund (CDFI Fund) was created for the purpose of promoting economic revitalization and community development through investment in and assistance to community development financial institutions (CDFIs). The CDFI Fund was established by the Riegle Community Development and Regulatory Improvement Act of 1994, as a bipartisan initiative.

The CDFI Fund achieves its purpose by promoting access to capital and local economic growth through several innovative programs:

Through its **Community Development Financial Institutions (CDFI) Program** by directly investing in, supporting, and training CDFIs that provide loans, investments, financial services, and technical assistance to underserved populations and communities;

Through its **Native Initiatives** by taking action to provide financial assistance, technical assistance, and training to Native CDFIs and other Native entities proposing to become or create Native CDFIs;

Through its **New Markets Tax Credit (NMTC) Program** by providing an allocation of tax credits to community development entities (CDEs) which enable them to attract investment from the private sector and reinvest these amounts in low-income communities;

Through its **Bank Enterprise Award (BEA) Program** by providing an incentive to banks to invest in their communities and in other CDFIs;

Through its **Bond Guarantee (BG) Program** by issuing bonds to support CDFIs that make investments for eligible community or economic development purposes;

Through its **Capital Magnet Fund (CMF) Program** by offering competitively awarded grants to finance affordable housing solutions and community revitalization efforts that benefit low-income people and communities nationwide;

Through its **Small Dollar Loan (SDLP) Program** by providing grants for Loan Loss Reserves and Technical Assistance to Certified CDFIs to establish and maintain small dollar loan programs which help unbanked and underbanked populations build credit, access affordable capital and allow greater access into the mainstream financial system;

Through its **Economic Mobility Corps (EMC)**, a joint initiative of the CDFI Fund and AmeriCorps that places full-time national service members in Certified CDFIs to enhance their capacity to provide financial literacy, financial planning, budgeting, saving, and other financial counseling activities;

Through its **CDFI Rapid Response Program (RRP)** by offering grants to provide immediate assistance in communities impacted by the COVID-19 pandemic through a streamlined application and review system; and

Through its **CDFI Equitable Recovery Program (CDFI ERP)** by providing awards to Certified CDFIs to expand lending, grant making and investment activities in low- to moderate-income communities that have historically experienced significant unmet

capital and financial services needs and were disproportionately impacted by the COVID-19 pandemic; and to enable CDFIs to build organizational capacity and acquire technology, staff, and other tools necessary to accomplish the activities under a CDFI ERP Award.

The CDFI Fund's Vision and Mission are as follows:

Vision: An America in which all people and communities have access to the investment capital and financial services they need to prosper.

Mission: To expand economic opportunity for underserved people and communities by supporting the growth and capacity of a national network of community development lenders, investors, and financial service providers.

Background: The CDFI has a need to streamline its templates, Standard Operating Procedures (SOPs), guidelines, and clearance processes. Within the CDFI Fund there are ten (10) programs and six (6) business units. Each program and unit have their own set of templates, SOPs, guidelines, and clearance processes.

In recent years, the CDFI Fund has made a number of changes to streamline and improve its processes. However, every office has the autonomy to format their processes as they see fit, resulting in inconsistencies with staff and administration changes.

There is a strong need for the review of all CDFI Fund templates, SOPs, guidelines, and clearance processes to ensure they meet mission, compliance, and risk management needs. The CDFI Fund also seeks to systemize its SOPs, guidelines, templates, and clearance processes.

2.0 SCOPE OF WORK

The Contractor shall streamline the CDFI Fund templates, SOPs, guidelines, and clearance processes for all programs and business units. The Contractor shall provide the CDFI Fund with processes and performance improvement-detailed guidance on providing internal controls to achieve efficiency, quality output, and uniformity of processes, while reducing misinformation and failure to comply with Departmental Offices (DO) policies and internal controls.

3.0 PLACE(S) OF PERFORMANCE

The Contractor shall perform the majority of the work off-site at their location and, if needed, come on-site at the following CDFI location with COR approval:

Community Development Financial Institutions (CDFI) Fund
1801 L Street NW, 6th Floor
Washington, DC 20036

Should it occur, all travel must be pre-approved in writing by the COR and shall be invoiced in accordance with the Federal Travel Regulation.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of one (1) year with four (4) 12-month option periods.

5.0 ACQUISITION TYPE

The government intends to award a single Blanket Purchase Agreement (BPA) under GSA Multiple Award Schedule (MAS) 541611 with firm-fixed, fully burdened labor rates and an overall BPA ceiling. BPA orders will be issued based on the needs of the government.

6.0 **TASKS AND DELIVERABLES**

The Contractor shall work cooperatively with CDFI Fund to provide the following tasks and corresponding deliverables.

6.1. **Kick-Off Meeting, Bi-Weekly Status, and Project Plan & Schedule**

The Contractor and the Government shall conduct five (5) joint conference calls or face-to-face meetings that last sixty (60) minutes per meeting/call during the first thirty (30) days of the BPA. The purpose of these conference calls/meetings is for introductions, discussing the Project Plan and Schedule, and for reviewing the scope of work, the governance procedures, and requirements.

Throughout all stages and tasks listed in Section 6.0 of the PWS, the Contractor shall hold bi-weekly conference calls and or meetings, or as needed, for at least sixty (60) minutes per meeting to update the Government on the Project Plan and Schedule. If verbal changes are agreed upon during the conference call the Contractor shall submit a written copy of the changes to the COR within five (5) days of the meeting.

The Project Plan and Schedule shall include the following:

- a. Project timeline and mandatory tasks with task durations, inclusive of who will be accountable for each
- b. Project progress for work accomplished in reporting period and project milestones
- c. Work to be accomplished in the next reporting period
- d. Project risks, if any, and anticipated delays
- e. Detailed resource allocation
- f. BPA total
- g. Current period billing
- h. Total billing to date
- i. Remaining funds
- j. Monthly estimated payment plan

Deliverables: The Contractor shall deliver a completed Project Plan and Schedule to the COR via email within five (5) business days after the Project Kick-Off Meeting. The Contractor shall deliver an updated Project Plan and Schedule within five (5) business days of an agreed upon verbal change(s) and within five business (5) days after the conclusion of each month during the life of the BPA. The COR will review the Project Plan and Schedule and communicate any request(s) for changes or acceptance by email correspondence(s). All rework must be submitted by email to the COR for final approval within five (5) business days after the request.

6.2. **As-Is Assessment**

The Contractor shall assess the current state of the SOPs, guidelines, templates, and clearance processes to answer key questions including:

- Is the information repetitive?
- Is the information useful?
- In what format will this information be best presented in?
- Is this information current (does it need to be updated, obsolete)?
- Are there gaps in our processes?
- Are there processes missing?

Deliverables: The Contractor shall provide a written report that address the above questions and provide recommendation on the best way to address each question.

The Contractor shall also create a standard format for all SOPs, guidelines, templates, and clearance processes. The Contractor shall deliver the written report and format within the timeframes specified in the Project Plan and Schedule.

6.3. Review and Update or Create CDFI Fund Standard Operating Procedures

The Contractor shall review the SOPs that have been created by program and business unit and determine if the SOPs are being communicated and interpreted as intended. The Contractor shall review and identify if an SOP is missing important information or is obsolete. If an SOP is identified to be missing, lacking important information, or no longer relevant in the current policies, the Contractor shall make recommendations to create and/or update the SOP as necessary. If the Contractor's recommendation is approved, the Contractor shall collaborate with the program or business unit to write a new SOP and/or update the SOP to ensure the new and/or updated SOP is communicating the desired message and will be interpreted as intended.

Deliverables: The Contractor shall provide recommendation to create and/or update SOP(s) within the timeframes established in the Project Plan and Schedule. If the CDFI Fund approves the Contractor's recommendation, the Contractor shall deliver the new or updated SOP.

6.4. Review and Update or Create CDFI Fund Clearance Processes & Guidelines

The Contractor shall review the CDFI Fund's existing clearance processes and guidelines to ensure they are communicating the desired message and are interpreted as they were intended. If a clearance process or guideline is identified to be missing, needing revision, or no longer relevant, the Contractor shall make recommendations to create and/or update as necessary and proceed with implementing the recommendation upon approval from the CDFI Fund.

Deliverables: The Contractor shall provide recommendation to create and/or update guidelines and clearance processes within the timeframes established in the Project Plan and Schedule. If the CDFI Fund approves the Contractor's recommendation, the Contractor shall deliver the new or updated guidelines and or clearance processes.

6.5. Review and Update or Create Templates

The Contractor shall review the CDFI Fund's existing templates to ensure they are interpreted as intended. If a template is identified to be missing, needing revision, or no longer relevant, the Contractor shall make recommendations to create and/or update as necessary and proceed with implementing the recommendation upon approval from the CDFI Fund. The Contractor shall ensure all templates can be easily edited at the conclusion of the BPA.

Deliverable: The Contractor shall provide recommendation to create and/or update templates within the timeframes established in the Project Plan and Schedule. If the CDFI Fund approves the Contractor's recommendation, the Contractor shall deliver the new or updated templates.

6.6. SharePoint Sites Development

The Contractor shall review all implemented changes from the previous deliverables and provide the CDFI Fund with guidance on how these changes will be accessed from the CDFI Fund's Internal SharePoint site. The Contractor shall coordinate with the CDFI Fund to develop a solution for employees to access the newly updated SOPs, guidelines, templates, and clearance processes. The Contractor shall provide a plan to include mockups of a user-friendly SharePoint site that can be used to access the newly created and/or updated SOPs, guidelines, templates, and clearance processes.

Deliverable: The Contractor shall deliver a plan for the SharePoint site within the timeframes established in the Project Plan and Schedule.

6.7. Written Report

The Contractor shall develop a comprehensive written report to the CDFI Fund which documents the assistance provided throughout the BPA, recommendations implemented, and the impacts and outcomes of recommendations that were and were not implemented. As an addendum to this report, the Contractor shall submit all original documents and primary data generated through this initiative. The report shall be well organized, clear, concise, grammatically correct, and include precise and accurate word choices and well-crafted sentences. The report must require minimal to no edits by the CDFI Fund.

Deliverable: The Contractor shall deliver the first draft of the written report to the CDFI Fund at least six (6) weeks prior to the end of the BPA performance period.

7.0 CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor and/or their partnering organization collectively (i.e. Teaming Partner(s), Subcontractors) shall:

- a. Have five (5) years of experience in managing operational activities which constitutes policy and procedures that are assessed against existing policy and procedures, and/or guidance, either at a local, State, or Federal level
- b. Have knowledge of operations support, including delivery of policy, procedures, guidance services, and technical assistance, and understand different types of organizational hierarchy
- c. Have five (5) years of experience writing and interpreting policies, procedures, guidance, and standard operating procedures
- d. Have five (5) years of experience working with a financial institution or with the Department of the Treasury

8.0 KEY PERSONNEL AND PERSONNEL MINIMUM QUALIFICATIONS

The Government defines "key personnel" as the individual(s) (i.e. project manager) who will be accountable for overseeing and possibly completing some of the work that the Government requires under this BPA that, if they were not in place, then the work would not be successfully completed.

The Contractor shall designate one (1) Project Manager and any other key personnel required to successfully fulfill the required services.

All Key Personnel must be cleared by the Office of Security Programs before work can commence on any portion of this award.

8.1 The Contractor's Project Manager Key Personnel shall:

- a. Have 10 years of experience in a project management environment, quality assurance and analytical skills
- b. Have current knowledge of policy and procedures
- c. Have experience providing written guidance

8.2 The Contractor's personnel performing the majority of the work shall:

- a. Have 5 years of experience in written communication, strong analytical skills, ability to exercise judgment when applying policies and criteria to unclear or complicated circumstances, and be detail-oriented
- b. Have current knowledge of policy and procedure requirements
- c. Have experience interpreting and writing guidance, policies, and standard operating procedures

8.3 Identification of Key Personnel

For the purpose of this BPA, the approved Contractor's key personnel will be identified at the time of award.

9.0 KEY PERSONNEL REPLACEMENT PROCESS

Key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the BPA to add or remove key personnel. A formal modification is only required when the key personnel are specifically named in the BPA. This process only applies to the extent that the BPA does not otherwise specify notice or personnel replacement obligations.

Government Request: The Government may require replacement of key personnel in the instance of non-performance, misconduct, or alleged misconduct whose continued use under this BPA is contrary to the best interests of the Government. Circumstances that support a request for replacement include but are not limited to performance that is inconsistent with the contract Performance Work Statement (PWS), terms and conditions, or violations of Federal laws, regulations, or agency conduct standards. The Contracting Officer's Representative (COR) will give written notice to the Contractor of the need for substitution, including the circumstances surrounding the request for replacement. In accordance with FAR Part 1.602-2(b), the Contracting Officer (CO) will ensure the Contractor receives impartial, fair, and equitable treatment; however, the CO is not required to investigate or validate allegations or wait until a final resolution of the circumstances surrounding the request for replacement before requiring substitution of key personnel.

Within twenty-four (24) hours of receiving notice, the Contractor shall respond to the Government's request to replace key personnel and provide key personnel replacement resume(s) to the COR(s). The resume(s) shall demonstrate that the qualifications of proposed replacement key personnel meet the qualifications stated in the PWS. The COR will notify the Contractor, in writing, within forty-eight (48) hours of receiving key personnel replacement resume(s) if the Contractor provided replacement personnel is acceptable. The Government reserves the right to disapprove the proposed substitute(s) and negotiate with the Contractor for other key personnel replacement(s).

Any Contractor replacement of key personnel must be done in consultation with the COR. The process for replacing key personnel as described above does not suspend the Contractor's obligation to continue performance under this BPA.

Contractor Request: If the Contractor must substitute key personnel, the Contractor shall provide written notice to the COR and the CO two (2) calendar weeks before the proposed replacement date, whenever possible. At a minimum, the Contractor shall provide the Government with notice forty-eight (48) hours before replacement. The only exception to the forty-eight (48) hour notice is death, incapacitation, abrupt termination, or resignation from employment of key personnel. If the deadline for providing notice falls on Friday after 5:00 pm (ET), a weekend, or on a Federal Holiday, the Contractor shall provide notice the next business day if more than forty-eight (48) hours. The notice shall state the circumstances necessitating the proposed substitution of the key personnel and shall provide resume(s) of proposed replacement key personnel for review and consultation within forty-eight (48) hours of notice. The Contractor shall demonstrate that the qualifications of the proposed substitute(s) meet the qualifications stated in the PWS. The Government reserves the right to disapprove the proposed substitute(s) and negotiate with the Contractor for other key personnel replacement(s). Assignment of key personnel must be done in consultation with the COR.

10.0 GOVERNMENT RESPONSIBILITY, FURNISHED FACILITIES, SERVICES, AND INFORMATION

10.1 The Government will provide:

- a. PIV Card
- b. Gemalto to access internal systems
- c. Computer
- d. Read-only access to internal systems accordance to security requirements
- e. Conference room for meetings to discuss project plans
- f. Information as needed in order for the Contractor to successfully meet the requirements described within this Performance Work Statement

11.0 OTHER REQUIREMENTS

11.1 SECURITY

Contractor personnel shall be escorted at all times when in Government facilities and will not have unsupervised access to any network resources.

11.2 COMPLIANCE WITH GOVERNMENT LAWS, RULES, AND REGULATIONS

While the Contractor's personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety – not only as they relate to its employees and agents, but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is responsible for such property and any damages thereto by Contractor employees.

11.3 CONFIDENTIALITY

The Contractor personnel performing services under this BPA shall comply with and complete security access requirements (i.e. Non-Disclosure Agreement, Background Check through Office of Personnel Management (OPM) Electronic Questionnaire for Investigation Processing (e-QIP) portal: <http://www.opm.gov/e-qip/>, Complete an OF 306 (fillable forms available at <http://www.opm.gov/forms/html/of.asp>), Fair Credit Reporting Release) before beginning work under this BPA.

At the completion of the BPA, the Contractor shall send a written notice from the authorized principle of the company attesting that all file records pertaining to this BPA in possession of the Contractor was destroyed in accordance with NIST SP-800-12 and NIST SP 800-88.

11.4 NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services shall be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor employees shall perform independent of and without the supervision of any Government official with the exception of when they are on –site at the government's facility. Actions of Contractor employees may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

11.5 CONFLICTS OF INTEREST

The Contractor shall comply with FAR 52.203-16, Preventing Personal Conflicts of Interest. Further, the Contractor shall not advise the CDFI Fund to take any action that will benefit, or appear to benefit, the Contractor beyond the scope of this BPA. The Contractor shall inform the CDFI Fund if the appearance of such a conflict exists. For example, the Contractor shall not influence the CDFI Fund to enter into financial arrangements with entities that the Contractor expects to have future business dealings with, unless the CDFI Fund has been advised of the prospect of that future business.

11.6 SPECIAL INSTRUCTIONS

Upon expiration of this BPA, the Contractor shall have no property or possessor rights to any of the correspondence, files, or materials of whatever kind or description, or any copies of duplicates of such, whether developed or prepared by them or furnished to them by the Government in connection with the performance of the BPA. Upon demand, the Contractor shall surrender immediately to the Government such items, matters, materials, and copies. In addition to the provisions, terms, and conditions relating to the deliverables stated in this BPA (including hardware, software, and algorithmic code), the Government has rights set forth in FAR 52.227-17 Rights in Data—Special Works.

11.7 END OF AGREEMENT TRANSITION

In the event this BPA is terminated, expires, or is superseded for any reason, the Contractor shall be required to transition all services identified in this BPA in such a way as to facilitate a smooth, professional, and business-like transition to full support by a new Contractor in accordance with FAR Clause 52.237-3. The Contractor shall begin the end-of-BPA transition within 15 business days following notification of contract expiration. The Contractor shall perform the following activities in addition to transition planning and reporting.

11.7.1 Transition of Data and Files

The Contractor shall relinquish all files and documentation related to this BPA, regardless of the media it is stored on (including paper, tape, diskette, CD, etc.) to the CDFI Fund.

11.7.2 Transition of Explicit and Tacit Knowledge

The Contractor shall transition all explicit and tacit knowledge, regardless of the source or method used (including processes, procedures, and methods) related to this contract to the CDFI Fund.

12.0 FEDERAL HOLIDAYS

The following are federal holidays observed by the CDFI Fund:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Juneteenth National
Independence Day Thanksgiving Day	Independence Day
Christmas Day	

Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on Sunday are observed on the following Monday. Holidays shall also include any additional day(s) granted by Executive Order, which can be viewed on the Office of Personnel website at

<https://www.opm.gov/fedhol/>

13.0 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any order modifications, change orders, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions shall be formalized by the proper contractual document executed by the appointed Contracting Officer. The Contractor is hereby put on notice in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, as described in DTAR 1052.201-70(c)(1-6); it is the Contractor's responsibility to make inquiry to the Contracting Officer no later than the beginning of the next Government work day before making the deviation. Payments will not be made without being authorized by the appointed Contracting Officer with the legal authority to bind the Government.

14.0 QUALITY CONTROL PLAN (QCP)

The Contractor shall establish a complete internal QCP for the BPA that includes methods for monitoring, identifying, and correcting deficiencies for each performance category. The QCP shall be maintained by the Contractor for them to ensure the requirements of the BPA and each task order are met as specified in the task order's Quality Assurance Surveillance Plan (QASP). The Contractor shall report any performance issues that they found immediately to the COR for discussing remediation options.

15.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) identified herein or as further defined at the task order level. The purpose of the QASP is to ensure reliable, uninterrupted services are provided in accordance with the BPA Performance Work Statement, as well as subsequent task order Performance Work Statement(s). This plan will also ensure acceptable performance and assist in avoiding unnecessary mistakes and/or delays.

15.1 Performance Categories & Standards. The COR will summarize and document the Contractor's service and delivery performance utilizing the following categories and standards:

- a. Quality of Service - Tasks and Deliverables were completed within the expectation of the Government by the Contractor.
- b. Schedule/Timeliness - Tasks and Deliverables were completed within the agreed upon schedule and specified periods of performance.
- c. Business Relations - Customer service and interactions were responsive and professional.
- d. Management of Key Personnel and/or Subcontractors - Contractor management of key personnel and/or subcontractors was effective in successfully performing the tasks of the task order.
- e. Information Control - Confidentiality of all information was maintained during the life of the contract and/or task order.

15.2 Surveillance method. The COR will monitor, inspect, and accept the services performed by the Contractor under this contract and/or task order.

15.3 Incentive/Disincentive

- a. **Incentive** - If Contractor performs the tasks and deliverables in accordance with performance standards then they will be rated satisfactory. If they provided extra tangible benefits beyond the BPA, then they will be rated very good or exceptional and favorable comments will be documented in the Contractor's Past Performance.
- b. **Disincentive** - If the Contractor does not perform the tasks and deliverables in accordance with the performance standards, then lower ratings (Marginal, Unsatisfactory) along with unfavorable comments will be documented on Contractor's Past Performance.

15.4 Performance Issues. If the Government evaluations identify unacceptable performance in any of the above categories, the COR will record it and notify the Contractor within three (3) business days. The Contractor shall initial the observation, however, initialing of the observation does not constitute concurrence with the observation; it only indicates acknowledgement that the Contractor has been made aware of a potential performance issue(s). The Contractor shall meet the Government for developing and implementing a plan to correct any performance issue(s) at no additional cost to the Government. If the Contractor does not agree with correcting the unacceptable performance issue(s) within the time specified by the Government, then the COR will notify the Contracting Officer who will take the appropriate administrative action for unacceptable performance.

16.0 ORDERING PROCEDURES UNDER THE BLANKET PURCHASE AGREEMENT (BPA)

16.1 ORDER OF PRECEDENCE

All BPA Orders are subject to the terms and conditions of the BPA on pages 2-4 of this document. In the event of conflict between a BPA task order and the BPA, the BPA will take precedence.

16.2 ORDERING OFFICIALS

Only warranted Contracting Officers from the Bureau of the Fiscal Service are allowed to place BPA task orders against the awarded BPA. The Contractor shall not provide any services without receiving a fully executed BPA task order signed by a CO. The Contracting Officer reserves the right to request additional pricing discounts.

16.3 SINGLE AWARD BPA ORDERS

BPA task orders will be directed to the successful Contractor and will not be synopsized.

16.4 BPA ORDERING PROCEDURES

a. Types of Task Orders: The following types of task orders may be issued when there is a need:

1. Firm-Fixed-Price (FFP) Task Order: A task order that addresses a reasonably definite requirement for which there are one or more tangible tasks and corresponding deliverables that can be accomplished under a defined duration of work with a reasonable degree of confidence. This type of order can include a not-to-exceed line item for travel cost or services, as long as it doesn't exceed 49% of the total task order amount.

b. Request for Quote: When Administrative Services for Standard Operating Procedures are required within the scope of work of this BPA, the Ordering Official will issue a Request for Quote (RFQ) in accordance with FAR Part 8.405-3 specifying the following, at a minimum:

1. BPA holder's GSA contract number
2. A description of the work to be performed in the form of tasks and corresponding deliverables
3. Timeframe(s)/milestone(s) for the work to be completed
4. Acquisition Type (firm-fixed price)
5. Place(s) of performance, including number of required visits per location and duration of time, if possible
6. Any other specifics (i.e., additional key personnel qualifications, security requirements, government-furnished property, or information).
7. Task order QASP.
8. Pricing template in Microsoft Excel format.
9. Technical response format.
10. Due date for quote.

The RFQ does not commit the Government to pay any costs incurred in the submission of any quote, nor does it commit the Government to issue a BPA task order for such services. The Government intends for each RFQ to result in the award of a BPA task order; however, there is no guarantee that a BPA task order will be issued in every case.

AGREEMENT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

- Attachment 1 – Labor Categories and Rates
- Attachment 2 – Agreement Sensitivity Determination
- Attachment 3 – Nondisclosure Agreement
- Attachment 4 – Task Order 1 Performance Work Statement
- Attachment 5 – Task Order 1 Cost/Pricing Sheet

NOTICES, PROVISIONS, AND PROHIBITIONS

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (NOV 2015)

- (a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (c) *Representation.* **The offeror represents that—**
 - (1) It is, is not an inverted domestic corporation; and
 - (2) It is, is not a subsidiary of an inverted domestic corporation.

52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)

52.216-1 Type of Contract (Apr 1984)

The government intends to award a single Blanket Purchase Agreement (BPA) under GSA Multiple Award Schedule (MAS) 541611 with firm-fixed, fully burdened labor rates and an overall BPA ceiling. BPA orders will be issued based on the needs of the government.

NOTICE TO FIRMS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

In accordance with FAR 9.405, offers are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

QUOTATION INSTRUCTIONS

The aggregate number of pages for both libraries shall not exceed 40 pages and the type font shall be at least 12 point with page margins no less than one inch on each side. Excluded from the page count are the cover letter, library and volume cover pages, tables of contents, **resumes, and Volumes 1, 7, and 10 in their entirety**. Tables and Exhibits are permitted to use 10 point font. Do not include references to public documents or web sites as part of your proposal; they will not be evaluated. Please limit your emails to 8MB in size. If necessary, offerors shall be permitted to send multiple emails numbered accordingly.

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with the Bureau of the Fiscal Service Security Requirements. Microsoft Office non-macro enabled compatible documents and PDF documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror's responsibility to verify with Fiscal Service that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cab, .cmd, .com, .cpl, .dot, .dotx, .exe, , .hqx, .hta, .mim, .mp3, .mp4, .pif, .rar, .scr, .vbs, .uu, .uue, .vbs, .wsf, .xex, .wmv, html, mhtml, and .zip files

The Government does not allow 3rd party messaging systems/secure mail, other than when authorized by the Government. In those cases, the Government's 3rd party message system will be used when requested.

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

The following information is necessary to enable proper evaluation of your company's quote in response to this solicitation:

PII NOTICE: Offerors shall, in relation to providing clear and sufficient information that their personnel meet the minimum qualifications stated in the PWS:

(a) NOT send by email a copy of an identification card with a photograph such as a driver's license, social security card, or passport, or prior government security clearance documents, etc., and

(b) NOT include their physical home and mailing address, social security number, etc. in their supporting resumes and education attainments.

i. Mark out with permanent black marker their physical or mailing address in their educational attainments, leaving the individual's name on the document(s).

(c) NOT include any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual that would be considered Personally Identifiable Information (PII).

i. Examples are, but not limited to, education attainment documents that contain the individual's name and home address, financial transactions, medical history, and criminal or employment history and information; which can be used to distinguish or trace an individual's identity, such as their name, social security number, national ID number, date and place of birth, mother's maiden name, biometric records, photograph, physical home and/or email address, phone number, driver's license, etc., including any other personal information which is linked or linkable to an individual.

QUOTE PACKAGE

Quote Package Format

Offerors shall submit their quotation packages in two (2) distinctly separate libraries, with ten (10) distinctly separate volumes, as follows:

Library I (Blanket Purchase Agreement)

Volume 1 – Administrative Matters
Volume 2 – BPA Technical Approach
Volume 3 – Relevant Experience / Past Performance
Volume 4 – Management Approach and Organizational Structure
Volume 5 – BPA Key Personnel / Staffing
Volume 6 – Quality Control Plan
Volume 7 – BPA Pricing

Library II (Initial BPA Order)

Volume 8 – Task Order Technical Approach
Volume 9 – Task Order Key Personnel / Staffing
Volume 10 – Task Order Cost / Pricing

➤ **Library I – Blanket Purchase Agreement**

- **Volume 1 – Administrative Matters:** The Offeror's Contractual Requirements Volume must contain documentation that demonstrates the following:
 - a. Your company is not found on the debarred or suspended list, or quoted for debarment or prohibition list, in accordance with FAR 9.405 at the time of award;
 - b. Your company takes no exceptions to the Government's provisions or clauses that would prevent an award being made;
 - c. Your company certifies their Representations and Certifications (Reps & Certs) are active and current in the System of Award Management (SAM) System prior to the planned award decision date of **March 8, 2023**; and
 - d. Your company confirms it "is not" any of the attributes identified in FAR Clause 52.209-2, ensuring, in part, for the above items that the Offeror is a responsible Contractor that the Government can award a contract to for fulfilling this requirement.
- **Volume 2 - BPA Technical Approach:** The offeror's BPA technical approach volume must clearly demonstrate an understanding of the CDFI Fund's requirements as stated in the Performance Work Statement (PWS). This volume of the proposal must demonstrate the offeror's ability and approach to successfully fulfill the required solution and must include all necessary supplemental information to clearly display the offeror's capabilities and proposed methods for satisfying the requirements of the PWS. The offeror's technical approach must conform to and be consistent with industry standards and federal policies that govern the delivery of the required solution.
- **Volume 3 – Relevant Experience / Past Performance:** The offeror's relevant experience/past performance volume must include a minimum of three (3) and a maximum of five (5) references of customers for whom similar services (size and scope) were provided. Each reference **must be within the past 10 years and** include the following information:
 1. Contract Number
 2. Contracting Organization's Name and Address
 3. Customer's Name and Telephone
 4. Total Amount of the Contract

5. Period of Performance
6. Brief Description of the Supplies, Services, or Equipment Provided

Additionally, offeror's shall submit a written narrative of their company's history clearly demonstrating that the offeror has previously and successfully performed services similar to the requirements as specified in the PWS.

- **Volume 4 – Management Approach and Organizational Structure:** The offeror's management approach and organizational structure volume must demonstrate the overall approach to managing the BPA, including the proposed approach to quality assurance, resource management, risk management, and program management in order to ensure successful completion of the required services outlined throughout the Performance Work Statement (PWS). This volume must also demonstrate the organizational capacity and willingness from the highest level of the organization to assist in the management of heightened program challenges.
- **Volume 5 – BPA Key Personnel / Staffing:** The offeror's BPA key personnel/staffing volume must include a designated **Project Manager** who sufficiently meets or exceeds the qualifications as outlined in Section 7.0 of the solicitation. This volume must provide a narrative describing the quality and depth of professional experience, education, and potential certifications for individuals who may be proposed at the task order level for each of the labor categories listed in Section 8.0
- **Volume 6 – Quality Control Plan:** The offeror's quality control approach must conform to industry standard practices. The narrative volume must demonstrate the degree to which the Contractor's method for project quality control identifies processes, procedures, and metrics that are likely to result in successful outcome and completion of the services required in the PWS.
- **Volume 7 – BPA Pricing:** At a minimum, the offeror's BPA pricing volume shall contain a completed Attachment 1 listing the offeror's proposed firm-fixed, fully burdened labor rates for each labor category listed. The offeror is permitted to submit additional labor categories to those specified in Attachment 1. If the offeror is unable or unwilling to propose a price for one of the required labor categories, then the offeror shall clearly indicate the reason for the lack of pricing. If the offeror determines that additional labor categories are necessary based on the requirements stated within the Base BPA PWS, the offeror shall add those labor categories, descriptions, qualifications, and rates to their proposal. If the labor categories proposed have different titles but serve the same functions as the labor categories specified, the offeror shall crosswalk their proposed labor category titles to the labor category titles specified in Attachment 1.

➤ **Library II - Initial BPA Task Order**

- **Volume 8 - Task Order Technical Approach:** The offeror's task order technical approach volume must clearly demonstrate an understanding of the CDFI Fund's requirements as stated in the Task Order Performance Work Statement (PWS). This volume of the proposal must demonstrate the offeror's ability and approach to successfully fulfilling the required services and must include all necessary supplemental information to evidently display the offeror's capabilities and proposed methods for satisfying the requirements of the Task Order PWS.
- **Volume 9 - Task Order Key Personnel / Staffing:** The offeror's task order key personnel/staffing volume must consist of a staffing plan and sufficient information to support that the proposed personnel possess the qualifications required to successfully perform the services required in the Task Order PWS. The proposed staffing plan must demonstrate an appropriate labor mix in terms of labor categories used for accomplishing the requirements of the PWS.

- **Volume 10 - Task Order Cost/Pricing:** The offeror's task order cost/pricing volume must contain a firm-fixed, all-inclusive overall price for the task order, for a 12-month (1 year) period that ultimately aligns with and fulfills the required services as defined within the Attachment 4 - BPA Order 1 Performance Work Statement. The offeror's task order cost/price proposal must include a comprehensive breakdown which supports how the overall cost and pricing was derived and illustrates that the labor categories and rates utilized to develop the prices are in accordance with those established under the base BPA contract, or less. Additionally, at a minimum, the offeror's task order cost/pricing volume must contain a completed Attachment 5 - BPA Order 1 Pricing Sheet.

Additional Contractual Documentation

Cover Page – Include the following information at minimum:

- a) Company Point of Contact (POC) for this acquisition: name, title, phone number, and email.
- b) Subcontractors or Mentors, including name, phone number, and email.
- c) Company Unique Entity Identifier (UEI)

Assumptions, Conditions, or Exceptions to Solicitation Provisions or Clauses – Offeror must submit all (if any) assumptions, conditions, or exceptions to any articles, solicitation provisions, or clauses. The specific assumptions, conditions, or exceptions shall be clearly identified at the beginning of Volume 1. If not clearly identified in Volume 1, it will be assumed that the Offeror proposes no assumptions for award and agrees to comply with all of the terms and conditions as set forth herein in this RFQ. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's quote.

Representations

Please provide responses to the following:

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services and “reasonable inquiry” have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c)(1) *Representations.* The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph(d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services- Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

{a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a) (1) (A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system .

Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889 (a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Covered telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services.

(d) Representations. The Offeror represents that--

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-- It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph

(e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable) ;
or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) Disclosure for the represent a t ion in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

EVALUATION

52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)

➤ Library I Blanket Purchase Agreement:

- **Volume 1 - Administrative Matters:** The Government will review the offeror's administrative matters documentation to ensure that it has been submitted in accordance with the requirements stated in Volume 1 of the quote package instructions. The Government will evaluate this information to ensure that the offeror is considered a responsible offeror eligible for a contract award with the Government.
- **Volume 2 – BPA Technical Approach:** The offeror's contract technical approach volume clearly demonstrates an understanding of the CDFI Fund's requirements as stated in the Performance Work Statement (PWS). This volume of the proposal clearly demonstrates the offeror's ability and approach to successfully fulfill the required solution and includes all necessary supplemental information to clearly display the offeror's capabilities and proposed methods for satisfying the requirements of the PWS. The offeror's technical approach conforms to and is consistent with industry standards and federal policies that govern the delivery of the required solution.
- **Volume 3 – Relevant Experience / Past Performance:** The offeror's relevant experience/past performance volume includes the necessary information required in Volume 3 of the quote package instructions. The information provided clearly demonstrates that the offeror has previously and successfully performed services similar to those specified in the PWS.
- **Volume 4 – Management Approach and Organizational Structure:** The offeror's management approach and organizational structure volume demonstrates the overall approach to managing the contract, including the proposed approach to quality assurance, resource management, risk management, and program management in order to ensure successful completion of the required services outlined throughout the Performance Work Statement (PWS). This volume also demonstrates the organizational capacity and willingness from the highest level of the organization to assist in the management of heightened program challenges.
- **Volume 5 – BPA Key Personnel / Staffing:** The offeror's BPA key personnel/staffing volume includes a designated Program Manager who sufficiently meets or exceeds the qualifications as outlined in Section 7.0 of the solicitation. This volume provides a narrative describing the quality and depth of professional experience, education, and potential certifications for individuals who may be proposed at the task order level for each of the labor categories listed in Section 8.0
- **Volume 6 – Quality Control Plan:** The offeror's quality control approach conforms to industry standard practices. The narrative volume demonstrates the degree to which the Contractor's method for project quality control identifies processes, procedures, and metrics that are likely to result in successful outcome and completion of the services required in the PWS.
- **Volume 7 - BPA Pricing:** At a minimum, the offeror's BPA pricing volume contains a completed Attachment 1 listing the offeror's proposed firm-fixed, fully burdened labor rates for each labor category listed. If the offeror was unwilling or unable to propose a price for one of the required labor categories, the offeror clearly indicated the reason for the lack of pricing. If the offeror determined that additional labor categories are necessary based on the requirements stated within the Base BPA PWS, the offeror added those labor categories, descriptions, qualifications, and rates to their proposal. If the labor categories proposed have different titles but serve the same functions as the labor categories specified, the offeror crosswalked their proposed labor category titles to the labor category titles specified in Attachment 1.

➤ **Library 2 Initial BPA Order**

- **Volume 8 - BPA Order Technical Approach:** The offeror's task order technical approach volume clearly demonstrates an understanding of the CDFI Fund's requirements as stated in the Task Order Performance Work Statement (PWS). This volume of the proposal demonstrates the offeror's ability and approach to successfully fulfilling the required services and includes all necessary supplemental information to evidently display the offeror's capabilities and proposed methods for satisfying the requirements of the Task Order PWS.
- **Volume 9 – BPA Order Key Personnel / Staffing:** The offeror's task order key personnel/staffing volume consists of a staffing plan and sufficient information to support that the proposed personnel possess the qualifications required to successfully perform the services required in the Task Order PWS. The proposed staffing plan demonstrates an appropriate labor mix in terms of labor categories used for accomplishing the requirements of the PWS.
- **Volume 10 - Task Order Cost/Pricing:** The offeror's task order cost/pricing volume contains a firm-fixed, all-inclusive overall price for the task order for a 12-month (1 year) period that ultimately aligns with and fulfills the required services as defined within the Attachment 4 - BPA Order 1 Performance Work Statement. The offeror's task order cost/price proposal includes a comprehensive breakdown which supports how the overall cost and pricing was derived and illustrates that the labor categories and rates utilized to develop the prices are in accordance with those established under the base BPA, or less. Additionally, at a minimum, the offeror's task order cost/pricing volume contains a completed Attachment 5 - BPA Order 1 Pricing Sheet.

Basis for Award

NON-PRICE: The technical quote will be evaluated separately from the price quote. The Government will perform a best value analysis considering all factors including technical, past performance and price. The order of importance for the factors are listed in clause 52.212-2 of this solicitation. As quotes become more equal in their technical merit, the price becomes more important. As quotes become less equal in their technical merit, the price becomes less important.

PRICE: The Government may evaluate the proposed rates for fair and reasonableness in relation to Contractor's GSA Schedule, competition, IGCE, or any other information used as a basis for comparison. Price will be evaluated based upon its relevance to the services outlined in the PWS.

A BPA will be established with the responsible Offeror whose offer conforms to the solicitation that will be most advantageous to the Government, price and other factors considered. The Government intends to establish a single award BPA for a base year and four (4) option years of twelve (12) months each.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to your company within the time for acceptance specified in the offer, shall result in the award of a BPA without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.233-2 Service of Protest (Sep 2006)

(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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Keri Moore
Compliance & Policy Branch Manager

U.S. Department of the Treasury, Bureau of the Fiscal Service
Keri.Moore@fiscal.treasury.gov

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