EXPORT-IMPORT BANK OF THE UNITED STATES

REQUEST FOR QUOTATION

PROJECT: Credit and Bank Training

NAICS Codes
611519 Banking schools (training in banking)
and
611430 Professional and Management Development Training

PSC – U004 Education/Training- Scientific/Management

RFQ CLOSING DUE DATE TIME: **August 31, 2026 (Monday) 5:00pm Eastern Time (ET)**

SUBMIT TO: **Export Import Bank of the United States (EXIM)**

SOLICITATION NUMBER: **83310126Q0057**

UNRESTRICTED – FULL AND OPEN – OPEN MARKET

**** SUBJECT TO THE AVAILABILITY OF FUNDING ****

Questions concerning this solicitation must be submitted no later than Friday, August 14, 2026, 5pm ET.

Table of Contents

Table of Contents 2
I. Section A – Standard Form (SF) 1449 3
A.1 SF 1449 SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS 3
A.2 Definitions and Acronyms 3
A.3 NAICS CODE and PSC Assignments 6
A.4 Rough Order of Magnitude (ROM) 6
A.5 Purchase Order (PO) Estimate 6
A.6 Communications and Currency 7
A.7 52.216-1 Type of Contract. 7
II. Section B – Continuation of SF 1449 7
B.1 SUBMISSION OF INVOICES (CONTINUATION OF BLOCK 18(b) 7
B.2 SCHEDULE OF SUPPLIES / SERVICES (CONTINUATION OF BLOCK 19-24) 7
B.3 GENERAL 8
B.3.1. CANCELLATION / TERMINATION POLICY 8
B.3.2. LABOR STANDARDS AND WORK HOURS 8
B.3.3. SAFETY REQUIREMENTS 8
B.3.4. PERIOD OF PERFORMANCE (PoP) 8
B.3.5. PLACE OF PERFORMANCE – GENERAL 8
B.3.6. PLACE OF PERFORMANCE – OPERATIONAL CONTRACTORS 9
B.3.7. TRAVEL 9
B.4 STATEMENT OF REQUIREMENTS (SOR) 9
B.4.1 EXIM Mission 9
B.4.2 Scope and Objectives 9
B.4.3 Business Entities and Relations 11
B.5 INSURANCE 11
B.6 COOPERATION 11
B.7 KEY PERSONNEL 12
B.8.1.1 SECURITY AND CLEARANCE REQUIREMENTS 13
B.9.1. COMPLIANCE WITH INFORMATION TECHNOLOGY SECURITY POLICES, PROCEDURES, AND REQUIREMENTS 18

III. Section C – Contract [Purchase Order (PO)] **Clauses** 19
C.1.1 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE (IBR) IAW FAR 52.102 19
C.1.2 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE (IBR) IAW FAR 52.102 22
C.2 PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT AND IBR 23
52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services. 23
52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. 23
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services 23
52.216-27 Single or Multiple Awards 23
52.217-8 Option to Extend Services 23
52.217-9 Option to Extend the Term of the Contract 23
52.232-18 Availability of Funds. 24
52.252-1 Solicitation Provisions Incorporated by Reference 24
52.252-2 Clauses Incorporated by Reference. 24
52.252-4 Alterations in Contract 24
IV. Section D – Contract Exhibits 24
D.1 EXHIBIT 1-PAST PERFORMANCE QUESTIONNAIRE 24
V. Section E – Solicitation Provisions 25
E.1 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. 25
E.2 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS 28
E.3 52.212-2 Evaluation—Commercial Products and Commercial Services 30

I. Section A – Standard Form (SF) 1449

A.1 SF 1449 SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

Offerors wishing to compete for a Purchase Order (PO) shall respond by due / closing date. Reference 52.212-1 Instructions to Offerors—Commercial Products and Commercial Service for submission instructions.

A.2 Definitions and Acronyms	
Commercial Service	Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions.
Past Performance	Past performance means an offeror's or contractor's performance on active and physically completed contracts (see 4.804-4). For reference and further definition see, https://www.acquisition.gov/far/12.206?searchTerms=past performance 12.206 Use of past performance, and Subpart 42.15 - Contractor Performance Information.

A.2 Definitions and Acronyms	
NAICS Code	North American Industry Classification System (NAICS) Code is a standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the US business economy performed by the US Census Bureau.
PSC Manual	Product and Service Code (PSC) Manual provide codes to describe products, services, and research and development (R&D) purchased by the federal government. These codes indicate "WHAT" was bought for each procurement action and reported and tracked in the Federal Procurement Data System (FPDS).
SBA	US Small Business Administration (SBA) helps Americans start, build, and grow businesses. Through an extensive network of field offices and partnerships, the SBA assists and protects the interests of small business concerns. SBA sets the SBA Size Standards within the published Table of size standards per the North American Industry Classification System (NAICS) Code. FAR 52.219-1 Small Business Program designations is determined by the definitions per 13 CFR, FAR 19, and this FAR clause. With the exceptions of SBA certification, the socioeconomic designations are self-certified by the company(ies) based on definitions per mentioned regulations. 13 CFR 121: https://www.ecfr.gov/current/title-13/chapter-I/part-121 FAR 19: https://www.acquisition.gov/far/part-19 FAR 52.219-1: https://www.acquisition.gov/far/52.219-1 SBA Table of Size Standards: https://www.sba.gov/document/support-table-size-standards
Prime Contractor	Per the Small Business Administration's (SBA's) definition of Prime Contracting found at, https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting#section-header-0 "Prime contractors work directly with the government. They manage any subcontractors and are responsible for ensuring that the work is completed as defined in the contract. To become a prime contractor, you must first register your business with the System for Award Management (SAM). []"
Business Entity(ies)	For this solicitation, the recognized legal business entities include: 1) **Prime contractor** * (A single awardee contract holder. A small business prime must perform at least 50 percent of the value of the work to meet the limitations on subcontracting requirements.) *Prime contractors must receive approval from the Contracting Officer (CO) before subcontracting. This approval is necessary to ensure that the subcontracting process adheres to the government's policies and procedures. The CO reviews the subcontracting plan to ensure it meets the requirements set forth in the FAR and other relevant regulations.^* 2) **Subcontractor** * (A subcontractor carries out work for a company as part of a larger project and does not have privity of contract with the federal government.) 3) **Joint-Venture (JV)** ^ (A JV is considered a new legal entity that requires approval by the Small Business Administration (SBA), a separate federal identification number, and a new SAM user account.) * Legal business entity with an assigned TIN/EIN and must have an assigned Unique Entity Identification (UEI) Number from SAM.gov. Not a legal business entity: A consortium, a combination of businesses, financial institutions, or investors, or cooperative arrangement, for the purpose of engaging in a joint venture^. ^ Joint venture referenced in this general definition is not the same as a government approved JV.
CONUS	**Continental United States (CONUS)**
OCONUS	**Outside Contiguous United States (OCONUS) only includes Alaska, Hawaii, US territories, and US possessions outside the contiguous 48 United States of America.**
Foreign (overseas)	**For the purpose of this solicitation requirements, foreign means a place or country situated outside both the Continental United States (CONUS) and Outside Contiguous United States (OCONUS).**
Travel Regulations	**FAR 31.205-46 Travel costs** **CONUS – General Services Administration (GSA)** **OCONUS – Department of Defense (DoD)** **Foreign (overseas) – Department of State (State)**
TDY	**Temporary Duty (TDY) may include CONUS, OCONUS, or foreign travel. For the purpose of this solicitation (if travel is authorized), TDY is identified as 50 miles or 80.47 kilometers from the official location / duty station of the contractor's facilities.**
COR	Contracting Officer's Representative (COR) has specific written delegated authority from the contracting officer to perform approved tasks.

A.2 Definitions and Acronyms	
	The COR serves as a technical liaison between EXIM and the Contractor with respect to the Purchase Order (PO). The COR also performs contract administration duties as directed by the Contracting Officer. The COR is also responsible for the acceptance of all deliverables for the PO specified herein, and such other responsibilities as may be specified in the PO. The COR assists the Contracting Officer in the administration of the contract. The COR is not authorized to make any commitments or otherwise obligate EXIM or authorize any changes, which affect the Purchase Order (PO) pricing, terms, or conditions, or of any Purchase Order (PO) issued thereunder. Any requests for changes by the Contractor shall be submitted to the Contracting Officer directly or through the COR. No such changes shall be made to the PO without the express prior authorization of the Contracting Officer.
CO	Contracting Officer (CO or KO) is a government employee empowered to bind the US Federal Government to the terms of a federal contract for the procurement of goods and/or services. Contracting Officer's Authority - The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this Purchase Order (PO) and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and the contractor will be operating at its own risk of being compensated for the changed work. No adjustment will be made in the contract terms and conditions, including price, on the basis of any unauthorized change. Only the Contracting Officer has the authority to: (1) authorize any changes in the performance work statement; (2) modify or extend the period of performance; (3) change the delivery schedule, (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this Purchase Order (PO); or (5) otherwise change any terms and conditions of this Purchase Order (PO) issued thereunder. Communications pertaining to PO contract administration matters shall be addressed to the Contracting Officer. No changes in or deviation from the scope of the work shall be affected without a supplemental agreement (PO modification) executed by the Contracting Officer authorizing such changes.
Subject Matter Expert (SME)	Various SMEs may be assigned to this PO. SMEs serve as oversight to work on the day-to-day activities within the scope of the order and will provide technical directions to the Contractor on the timing and manner in which services are to be performed and will provide technical review and recommendations to the COR for final acceptance of work products and deliverables.
Government Roles and Responsibilities	Primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information will be identified at time of award and for each order. The Government reserves the right to unilaterally change any of these individual assignments at any time.
Limitation of Authority	Questions regarding this Purchase Order (PO) shall be addressed to the Contracting Officer identified in the order. No written or oral statement of the COR or the SMEs or Project Managers or any other person shall serve as a basis for modification of the terms of the PO, unless confirmed in writing by the appropriate CO. If the COR, the EXIM Project Attorney, or any other EXIM employee requests the Contractor to provide services which are outside the scope of the PO, the Contractor should promptly advise the Contracting Officer immediately of the requested change, preferably in writing if time permits. The Contractor understands that providing services at the request of a person other than the Contracting Officer, to include services that are outside of the scope of the PO issued thereunder, will result in nonpayment for those services unless the Contracting Officer ratifies the change request.
RFQ	Request for Quotation (RFQ) is a business document that announces a project, describes it, and solicits offers / proposals from qualified contractors to compete.
Purchase Order (PO)	PO when issued by the Government, means an offer by the Government to buy supplies or services, including construction and research and development, upon specified terms and conditions, using simplified acquisition procedures.
Best Value	*Best value* means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.
Time-and-Material (T&M)	T&M must have **fixed labor hour rates**. The contract shall specify separate fixed labor hour rates that include wages, overhead, general and administrative expenses, and profit for each category of labor. Time-and-Materials Contracts include: Direct materials that are used or consumed directly in connection with the furnishing of the end product or service.

A.2 Definitions and Acronyms	
	Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are- (1) Performed by the contractor; (2) Performed by the subcontractors; or (3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control. Materials means- (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control; (2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract; (3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and (4) Applicable indirect costs. A time-and-materials contract provides for acquiring supplies or services on the basis of- (1) Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (2) Actual cost for materials (except as provided for in 31.205-26(e) and (f)).
Labor-Hour (LH)	Labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor.
Level-of-Effort (LoE)	Required level of effort may be identified and agreed upon in advance for a specific order. As applicable for a specific order, the contractor is to provide a specified level of effort, over a stated period of time, on work that can be stated only in general terms; and the government is to pay the contractor a fixed dollar amount. Payment is based on the effort expended rather than on the results achieved.
ODCs	Other Direct Costs (ODCs) are costs not previously identified as direct material cost, direct labor cost, or indirect cost e.g., incidental services for which there is not a labor category specified in the contract, computer usage charges etc.
Indirect Costs	An indirect cost is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective. It is not subject to treatment as a direct cost
Order of Precedence	In acquiring commercial products or commercial services, the requirements of part 12 apply subject to the order of precedence provided at 12.102(c).
FCA	*False Claims Act (FCA), 31 U.S.C. §§ 3729 - 3733, [] provides for any person who knowingly submit[s] false claims to the government [is] liable for treble damages plus a penalty that is linked to inflation.*

A.3 NAICS CODE and PSC Assignments

Preponderance NAICS Code and PSC Assignment:

- **611519 Banking schools (training in banking) [preponderance NAICS Code]**
  - $21M SBA Table of Small Business Size Standard per NAICS Codes
- 611430 Professional and Management Development Training
  - $15M SBA Table sof Small Business Size Standard per NAICS Codes
- **PSC – U004 Education/Training- Scientific/Management**

Reference Section B.4 of this solicitation for additional information.

A.4 Rough Order of Magnitude (ROM)

~$100k to ~$200k per year

NOTE: There is no incumbent contract or contractor nor historical data for this requirement.

A.5 Purchase Order (PO) Estimate

Maximum aggregate value for this requirement may not be greater than the FAR 13.5 simplified acquisition threshold, including options.

A.6 Communications and Currency

All communications oral, written or electronic, offer or proposal, and/or other in response to this solicitation shall be in the English language. Offers or other communications received in other than the English language shall be rejected without evaluation or consideration.

All monetary values proposed and accepted shall be in United States Dollars (USD). Monetary values not in USD shall be rejected without evaluation or consideration.

A.7 52.216-1 Type of Contract.
As a Purchase Order (PO) per the Federal Acquisition Regulations (FAR) Part 13.5 and 12, this acquisition will be treated as an acquisition of commercial products or commercial services. The contract format is generally IAW FAR 12.303, Contract Format for Acquisition of Commercial Products and Commercial Services.

This procurement is for Commercial Services, UNRESTRICTIVE as an Open Market requirement, to be awarded as a Purchase Order (PO) predominantly Firm-Fixed-Price (FFP).

(End of provision)

IAW FAR 12.214, the resulting contract is exempt from 48 CFR § 9903.201-1 - CAS applicability, Cost Accounting Standards (CAS). However, the CAS standards/definitions/procedures for travel expenses are made applicable to this contract and each order issued thereunder, as a matter of contract administration.

II. Section B – Continuation of SF 1449

B.1 SUBMISSION OF INVOICES (CONTINUATION OF BLOCK 18(b)
Offeror / contractor must be registered in the System for Award Management (SAM) https://www.sam.gov.

Invoicing instructions below will be provided upon receipt of an award.

Domestic – US Companies IPP Invoice Instructions

- http://www.ipp.gov/vendors/index.htm
  - EXIM needs one email for person to have access to IPP.

SUPPLEMENTAL INVOICE INSTRUCTIONS: Invoices must clearly identify Calendar Year of Training Course, Training Course Name(s), individuals which travelled for Instructor-Led Training (ILT). Date Deliverables were sent and to whom Deliverables were sent.

B.2 SCHEDULE OF SUPPLIES / SERVICES (CONTINUATION OF BLOCK 19-24)
For this Purchase Order (PO), proposed pricing shall be in United States Dollars (USD) and rounded to the nearest whole cent.

In the event that the contractor includes in its invoicing expenses incurred in foreign currency, the contractor must provide a citation to a commercially accepted currency conversion website that it used to convert the foreign currency amount to US Dollars. The date of the conversion shall be either the date that the expense was incurred, or the date that the contractor paid the provider/supplier.

Contractor is to provide labor categories, labor pools, labor mix, key personnel, or as otherwise defined to meet Purchase Order (PO) requirements.

B.3 GENERAL

B.3.1. CANCELLATION / TERMINATION POLICY

The US Government may terminate this Purchase Order (PO) or a period of performance, for any reason, before or after the commencement of any work. The US Government shall be liable for costs of a Termination for Convenience or Cause, as the case may be, IAW FAR 52.212-4. There is no required minimum guarantee for this Purchase Order (PO).

Either party may cancel this Purchase Order (PO) in whole or in part by providing written notice. The cancellation will take effect 30 business days after the notice of cancellation.

B.3.2. LABOR STANDARDS AND WORK HOURS

All work performed by the prime contractor and each of its subcontractors/suppliers shall be performed in accordance with commercial business practices and regulated labor standards prevailing in the jurisdiction where the services are being performed. The contractor is responsible for ensuring that all such practices and labor standards are enforced and followed and agrees to hold harmless and indemnify the US Government for any violation of same.

The **contractor shall have a 48-hour response time**, from the time of notification from the government **to begin services** unless another timeframe is agreed to by the COR. Commencement of travel and/or arranging for subcontractor performance in a domestic or foreign jurisdiction may constitute commencement of performance by the contractor.

B.3.3. SAFETY REQUIREMENTS

Reference FAR 52.212-4(q) and (r): the contractor shall comply with the US Occupational Safety and Health Administration's (OSHA) safety and health regulations and other such regulations applicable to the sites of the contractor's performance of services, whether issued by a State within the US, or a foreign jurisdiction.

B.3.4. PERIOD OF PERFORMANCE (PoP)

The period of performance for the Purchase Order (PO) resulting from this solicitation will be up to five (5) years which may be extended up to six (6) months per clause 52.217-8.

In accordance with (IAW) FAR 17.204(d), the period during which an option period may be exercised may extend beyond the contract completion date for service contracts. This is necessary for situations when exercise of the option would result in the obligation of funds that are not available in the fiscal year in which the contract would otherwise be completed due to government funding lapses or government shutdown. The option exercised period will be extended to 60 days after the funding lapse or the shutdown has ended, and the agency has received appropriation.

IAW FAR 52.232-18 Availability of Funding and 52.232-19 Availability of Funds for the Next Fiscal Year, may be included at the Purchase Order (PO) option periods under circumstances as described in FAR 32.706-1(a) and (b).

B.3.5. PLACE OF PERFORMANCE – GENERAL

The primary place of performance will be the location identified by each event location.

The contractor's facilities may be located within CONUS, OCUNUS, or Foreign (overseas) areas. The contractor shall furnish all labor, materials, supervision, equipment, transportation necessary to conduct / document, or other to successfully complete performance of each order.

B.3.6. PLACE OF PERFORMANCE – OPERATIONAL CONTRACTORS

The primary place of performance will be the event location. Operational contractors requiring access to EXIM facilities and/or IT systems shall comply with EXIM's facilities and IT policies and requirements. Reference B.9.1.1 COMPLIANCE WITH INFORMATION TECHNOLOGY SECURITY POLICES, PROCEDURES, AND REQUIREMENTS for detail.

B.3.7. TRAVEL

Travel shall be included in the Instructor-Led Training (ILT) Firm-Fixed-Price (FFP) CLINs.

B.4 STATEMENT OF REQUIREMENTS (SOR)

B.4.1 EXIM Mission

In meeting EXIM's vital mission to support American job creation, prosperity, and security through exporting, this requirement supports EXIM.

EXIM is an independent federal agency that helps create and maintain U.S. jobs by filling gaps in private export financing at no cost to American taxpayers. EXIM provides a variety of financing mechanisms, including working capital guarantees, export-credit insurance and financing to help foreign buyers purchase U.S. goods and services. More information may be obtained here: https://www.exim.gov/

EXIM's mission is achieved by EXIM facilitating the export of U.S. goods and services through its direct loan, loan guarantee, and credit insurance programs.

EXIM's charter requires that all authorized transactions demonstrate a reasonable assurance of repayment, which requires a thorough analysis and assessment of the credit risk associated with each transaction. Many EXIM personnel play critical roles in executing EXIM's mission to have personnel highly capable of analyzing and assessing credit risks. Regardless of their personnel roles within EXIM or familiarity with credit analysis, it is expected that a wide range of EXIM personnel could benefit from some degree of credit training.

B.4.2 Scope and Objectives

EXIM seeks a Commercial Off-the-Shelf (COTS) credit training program. The complete curriculum of credit training topics to cover,

1st Priority	**2nd Priority**	**3rd Priority**
• Credit Risk & Financial Analysis • Risk Management & Credit Risk Certifications • Advanced Institutional Credit Analysis	• Trade Finance & Export Credit • International Banking & Credit Training • Development Finance & International Financial Institutions	• Commercial Lending & Credit Analysis • Treasury & Banking Operations

The above and below are not exhaustive.

Requirements	Description of Requirement
A. eLearning *	100 – 150 annual licenses [self-paced] All modules must identify which are eLearning and ILT or both. Estimated time needed to complete each eLearning module. Outcome is to deliver the entire sequence of ILT modules within six months, allowing the entire sequence to be delivered twice per year during one (1) year* of contractor performance. * EXIM intends to allow as many employees to complete the full sequence of ILT modules as possible. EXIM may create cohorts who would complete the sequence together. If cohorts are created and since the entire sequence of ILT modules is intended to be delivered within a six-month period, two cohorts could complete the entire curriculum per year. They must also articulate the sequencing of eLearning and/or ILT modules, as needed. This will help EXIM understand how the curriculum provides a logical progression of knowledge gain and identify prerequisites including blended learning opportunities. The vendor shall ship any required hard copy materials to the training site no less than ten days prior to the start of each ILT module. Soft copy materials – or digital materials – shall be delivered electronically no less than **1 to 2 weeks prior to the start of each ILT module to the COR to disseminate to participants**. The COR will be the Point of Contact for receiving any materials.
B. Instructor-Led Training (ILT) **	15 – 25 participant group size 4 sessions in 1-year of in-person @ EXIM DC Headquarters to start at ~9:00AM and end at ~4:30PM Instructors must maintain class attendance records for the AM and PM sessions and provide attendance records and copies of the after-course evaluations to the Contracting Officer Representative (COR) at the end of each ILT module.
C. Case Study(ies)	Availability of tailoring with one (1) EXIM case study ILT towards EXIM's specific training requirements is available per discussion with the EXIM COR and SMEs. EXIM personnel must be able to review the vendor's existing courseware to identify what, if any, modifications would be requested.
D. Certificate for Continuous Learning Credits (CLCs) and Continuing Professional Education (CPE)	Contractor to identify if learning is tracked and documented by number of training hours, which a certificate of completion to be provided to each learner for each course. Certificates must be industry recognized. THIS MUST CLEARLY BE ADDRESSED BY THE OFFEROR WITHIN THEIR QUOTATION / PROPOSAL.
E. NASBA Accreditation and Contractor Qualifications	The contractor must provide EXIM with instructors who have proven experience in delivering credit training in corporate lending. THIS MUST CLEARLY BE ADDRESSED BY THE OFFEROR WITHIN THEIR QUOTATION / PROPOSAL.

F. Course Evaluations and Outcomes	Contractor is to provide and share post-instruction evaluations to assess the effectiveness of the training. It is expected that the instructor will collect feedback at the end of each training module. However, the EXIM will also seek ways to evaluate the training once participants have applied what was learned on the job (such as a Kirkpatrick Level 3 evaluation). Contractors are encouraged to provide solutions that could support follow-on evaluations, if available. Each course is to measure the level of confidence the students gained with the module's material. THIS MUST CLEARLY BE ADDRESSED BY THE OFFEROR WITHIN THEIR QUOTATION / PROPOSAL.

* A. eLearning: Participants for the eLearning will include personnel from a variety of backgrounds and job series, most of whom may not perform credit analyses or assessments as part of their jobs. Nevertheless, a wide range of EXIM employees could benefit from gaining or enhancing their fundamental knowledge of Financial Accounting, Commercial Credit, Advanced Cash Flow Analysis, Minimizing Problem Loans, and Credit Reasoning.

EXIM employees will only require access to the eLearning modules relevant to Credit Training. They will not require access to the vendor's full catalogue of course offerings.

** B. ILT (Instructor-Led Training): The primary audience for the ILTs will be EXIM loan officer personnel from entry to journeyman level of credit understanding. However, any personnel from EXIM may also attend ILT modules as seats are available.

To minimize time away from work, each ILT module can be no more than four (4) days long.

> *In the spirit of utilizing and consolidating procurements, if an interest in this procurement vehicle is identified by another agency, EXIM will process 7600A and 7600B in collaboration with that agency and negotiate an EXIM administrative fee to achieve taxpayer savings and cut waste through the reduction of significant administrative effort within the government.*

B.4.3 Business Entities and Relations

Only an offer from a legal business entity will be reviewed. Reference A.2 Definitions and Acronyms.

B.5 INSURANCE

The contractor will at all times maintain commercial insurance in amounts and for risks commensurate with industry practices. The contractor shall require that its insurer provide EXIM a certificate of insurance; to notify EXIM in the event of expiration / cancellation / termination of the policy, and or any substantive changes to the terms of the policy; and to notify EXIM upon presentation of claims against such policy in amounts that would significantly reduce the amount of coverage available in the event of a claim by EXIM.

B.6 COOPERATION

The contractor will be required to cooperate with any other firms or individuals such as other contractors of EXIM as directed by EXIM.

The contractor shall provide a Point of Contact(s) (POC(s)), telephone number(s), and emails for necessary communication for each award.

B.7 KEY PERSONNEL

If applicable, the contractor shall identify, in each Purchase Order (PO), the personnel proposed to perform under that order. It is within the sole purview of the Contractor to determine the requisite number of personnel to perform the requirements of the Contract. These individuals must meet the professional and technical standards established by industry. Key Personnel are considered essential to the successful performance of the contract and must possess the requisite qualifications, experience, and subject matter expertise relevant to this Purchase Order (PO).

The contractor shall clearly designate each Key Personnel by name, title, and role, and provide a summary of their qualifications and responsibilities. Requests for substitution must include a justification and the qualifications of the proposed replacement, who must be of equal or superior qualifications.

The contractor retains discretion to determine the appropriate number of personnel necessary to fulfill the requirements of each Purchase Order (PO). However, the contractor remains fully responsible for ensuring that staffing levels and personnel qualifications are sufficient to meet all performance objectives and timelines.

Exclusivity of Effort (as applicable for operational contractors): At all times that contractor personnel are engaged in performing contract requirements, the contractor personnel may not engage in the performance of any other contract or personal requirements, whether the contract is compensated on a Firm Fixed Price, hour or Time and materials basis. Contractor personnel must not use any item of GFP/GFE for anything other than performing the contract requirements. For example, if contractor personnel are engaged to perform an IT helpdesk function under the instant contract, the contractor personnel may not engage in work under a different contract at the same time that the said contractor personnel are engaged in the IT helpdesk function under the instant contract.

Time theft (as applicable for operational contractors) is when contractor personnel multi-task during the hours which a federal government contract pays that do not contribute to the contract results whether this is during VDI time or while sitting in EXIM facilities using GFP/GFE. Hours paid for by the government shall be utilized for contract performance for which results are paid.

For operational contractors, the CO, COR, and/or SME will make observations of Contractor work and monitor for timeliness, availability, and responsiveness. This includes readily available and organized files upon completion of each deliverable.

Contractor Staff Vetting and Management: Contractor is to provide the highest level of contractor staff vetting prior to submitting resumes for acceptance and work under this Purchase Order (PO). Contractor shall maintain the highest standard in managing staff and workload expectations to meet all results required this Purchase Order (PO). Lack of one or both of these by the contractor shall initiate removal of the contractor staff individuals without burden of proof on the government.

Notification: When key personnel resign, are reassigned, or are terminated, the contractor shall notify EXIM in a timely manner and suggest a replacement, following a prescribed replacement process that culminates in prior approval of the contracting officer. The replacement key personnel member shall possess experience and qualifications that are equal to or greater than the person being replaced.

Transition: The contractor shall provide for an orderly and comprehensive transition of knowledge, access, and security from the outgoing key personnel to the incoming key personnel, such that the contractor's performance of the requirements of the Purchase Order (PO) is not denigrated by the key

personnel turn-over. The contractor shall ensure that both physical and virtual access is prevented in all cases.

Replacement Process: A more detailed process may be agreed upon after the contract has been awarded, but, at a minimum, the key personnel turn-over process shall include the following elements:

- timely notification to EXIM of the pending turn-over,
- transition planning coordinated with US Government staff,
- revocation of physical and virtual access granted to the outgoing personnel,
- retrieve all passes and identification items from any outgoing personnel upon termination of employment or just prior to agreed employment expiration,
- written assessment by the contractor of any experience and education required for the position by the contract and a comparison of how the proposed replacement meets the requirements,
- timely appointment of the incoming key personnel to be approved by the contracting officer, and
- rework of any work product to be delivered to EXIM, without charge to EXIM, when either EXIM or the contractor have reason to believe of deficiencies in the work product due to–
    - fraud, lack of good faith, or willful misconduct on the part of any contractor personnel; or
    - conduct of an employee after management has reasonable grounds to believe an employee is habitually careless or unqualified.

        - *EXIM would define "conduct of an employee after management has reasonable grounds to believe an employee is habitually careless or unqualified" as an individual that does not meet the task qualifications specified in the contract whereby work must be reworked on more than three (3) occasions within one (1) year.*

Point of Contact(s): The contractor shall identify to the COR primary and secondary POC(s), and provide the telephone number(s), and emails for necessary communication with the POC(s) assigned for each order.

B.8.1.1 SECURITY AND CLEARANCE REQUIREMENTS

As may be determined applicable, the contractor shall ensure that its personnel and subcontractors obtain and maintain the required security clearances / approvals needed to perform any Purchase Order (PO) assignment(s) or able to obtain additional security requirements needed for any specific Purchase Order (PO).

> **SECURITY CLEARANCE INITIALLY REQUIRED:** No clearance identified at this time. A clearance or a Public Trust suitability check may be determined applicable at a later date.
> **Initiating Security Office:** EXIM Security, Office of Enterprise Services (OES), Office of the Chief Operating Officer (COO).

B.8.1.2 US Government personnel may be required to escort the contractor personnel to locations in restricted areas. Contractor shall provide notice to the COR immediately upon learning of any such requirement.

B.8.1.3 Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor owned or privately-owned vehicle while on US Federal Government property.

B.8.1.4 Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract. Contractor shall implement procedures that ensure appropriate administrative, technical, and physical safeguards are established for the security and confidentiality of US Government information, data, and/or equipment and/or as developed by the contractor during contract performance.

The contractor's procedures with respect to access to / safeguarding / use of government information / records / data shall be consistent with then current US Government law and regulation in general, and the OMB Circular A-130 Management of Federal Information Resources in particular.

In addition, during all activities and operations on government premises, the contractor shall comply with the policies, rules, procedures, and regulations governing the conduct of personnel upon or within government facilities, and or the protection of government information / records / data as are in general effect and or promulgated locally by EXIM, written or oral. All documents and information in contractor's possession pertaining to government network vulnerabilities, security policy, operational procedures or related functions shall be maintained by the contractor under absolute accountability and relinquished to the COR upon completion of the contract.

- Sensitive Information Storage and Disclosure
  "Controlled Unclassified Information" (CUI) as the single, categorical designation henceforth throughout the executive branch for all information within the scope of that definition, which includes most information heretofore referred to as "Sensitive But Unclassified" (SBU) in the Information Sharing Environment (ISE), and establishes a corresponding new CUI Framework for designating, marking, safeguarding, and disseminating information designated as CUI.

  Contractor access to and or use of Controlled Unclassified Information (CUI) information, records, data, and/or equipment will be allowed only to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, records, data, and/or equipment is properly protected. When no longer required, this information, records, data, and/or equipment will be returned to government control; destroyed; or held until otherwise directed by government authorities. Destruction of items shall be accomplished by tearing into small parts; burning; shredding or any other method that precludes the reconstruction of the material, consistent with 32 C.F.R. § 2002, Executive Order 13556 -- Controlled Unclassified Information, and the US National Archives website here: https://www.archives.gov/cui

- Protection of Information
  All information about the EXIM networks and/or the security posture of any EXIM information asset gathered or created under this contract, is considered CUI information. It is anticipated that this information will be gathered, created, and stored within the primary US Government work location. If the contractor personnel must remove any information from the primary work area, they should protect it to the same extent they would their proprietary data and/or company trade secrets. If the contractor must remove any materials from the primary work location prior approval must be obtained from the COR.

- Security and Privacy

Contractor's use of any information that is subject to the Privacy Act will conform in all respects to the regulations governing access to and use of Privacy Act Information. Contractor shall not release any such information to any 3rd party unless compelled to do so by law enforcement or court order. This is of particular importance for collection services contractors.

- Security Classification
  The deliverables required under this contract will be prepared and submitted using a CUI information security level unless otherwise stated, in writing, by the COR. The CUI marking(s) shall be obvious on each page of a document or e-document deliverable. **Work products will contain a header or other watermark of proper classification marking(s) as the case may be.** Reference the National Archives, Classified National Security Information (CNSI) Guidance, From the Information Security Oversight Office (ISOO) located here: https://www.archives.gov/guidance/classified-info-guidance

- Data Rights
  The US Government is granted unlimited rights to all programs/documents/materials first produced under this Purchase Order (PO) by the contractor. All documents and materials, to include the source codes of any software, first produced under this Purchase Order (PO) shall be government owned and are the property of the US Government with all rights and privileges of ownership/copyright belonging exclusively to the US Government. These documents and materials may not be used or sold by the contractor without written permission from the contracting officer. All materials supplied to the government shall be the sole property of the government and may not be used for any other purpose. Contractors may use such government property for the performance of this Purchase Order (PO) and for no other purpose, except as may be provided in this Purchase Order (PO). This right does not abrogate any other government rights.

- Disposition of Information
  Contractor is to receive in writing from the Contracting Officer regarding the disposition of any data shared, generated, or stored in performance of this contract.

- **Confidentiality and Non-Disclosure Agreement (NDA)**
  The contractor may have to access to proprietary information of commercial entities or other 3rd parties or government information. **All contractor employees handling information under this contract WILL** be required to sign Non-Disclosure Agreements (NDA) and Conflict of Interest (COI) statements as a condition of access to such proprietary information. An NDA may be required of the contractor, executed by an officer of the contractor, and by each of contractor's personnel and subcontractor personnel requiring access to such information in order to perform the requirements of a given order. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency, generated by the contractor in the performance of an order are the property of the US Government. Contractor is authorized to retain a copy of all such work product for internal record keeping purposes but shall not reproduce or otherwise share with 3rd parties any such government property without the express written approval to do so from the COR. When no longer required, this information, data, and/or equipment in the contractor's possession will be returned to government control.

- **Ethical Constraints for Contractors Working @ EXIM and former EXIM employees working for Contractor**

  As applicable, Ethical and Legal Constraints for former EXIM employee or not:

  1. Memoranda for Board or IDA approval cannot speak for EXIM.

  2. On the cover sheet for a Board-level memorandum, which is initialed by the loan officer, attorney, engineer, VP and CFO, next to Contractor's name must be "(Contractor") to make it clear that she is a contractor.

  3. On the cover sheet for IDA-level memorandum, which is initialed by the loan officer and VP, we will do the same.

  4. All contractors must include something in their signature block for emails indicating that they are a contractor. Below is what EXIM requires contractors to have as part of their signature block.

     NOTICE*: Be advised that I support the Office of Contract Services (OCS), I am not a government employee, and I cannot commit the Government in any way. Any negotiations, commitments/obligations or tasks will come from a federal government employee*.

  5. The most obvious ethical restrictions for former EXIM employees would be the Post-Employment Conflict of Interest Restrictions (18 USC 207 and its implementing regulations at 5 CFR 2641). The scope and duration of any post-government restrictions will depend on the employee's role and involvement and is a fact-intensive determination. Most notable would be the position, duties, and pay grade of the former employee.

  6. However, the basic rules can be summarized as follows, EXIM former employees who become contractors are restricted from:

     a. Knowingly making, with the intent to influence, any communication to, or appearance before EXIM on behalf of anyone other than the USG on a 'particular matter involving specific parties in which they participated personally and substantially while in government.' 18 USC 207(a)(1)

     b. Knowingly making, with intent to influence, any communication to, or appearance before EXIM on a particular matter involving specific parties they know or should know was pending under their official responsibility during the last year of government service. 18 USC 207(a)(2)

        The restriction under the first is a permanent ban that does not expire while the second expires after two years since departure from EXIM. All the italicized terms are defined in the regulations. The purpose of the rule is to prevent an unfair advantage or appearance of unfair advantage from prior government employment

to the detriment of the USG. And the rule is limited to communications and appearances representing a third party (e.g., a contractor).

7. EXIM Ethics Office is happy to provide details and/or analyze former employees on a case-by-case basis. Note that former employees can request opinions from their former agency on the applicability of these ethics' rules to their situation (5 CFR 2641.105).

- **Organizational Conflict of Interest (COI)**
  The contractor shall notify the contracting officer immediately whenever the contractor becomes aware of an actual or potential COI.

  IAW FAR 9.5 Organizational and Consultant Conflicts of Interest, and 52.203-16 Preventing Personal Conflicts of Interest, the contractor shall provide clear and acceptable conflict of interest resolution plan, including parent and subsidiary relationships should a conflict of interest be identified to avoid or mitigate any such COI.

  The contractor's COI mitigation and resolution plan will be determined to be acceptable solely at the discretion of the contracting officer and in the event the contracting officer unilaterally determines that any such COI cannot be satisfactorily avoided or mitigated, the contracting officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in, or performing, the contract requirements affected by the OCI.

  If a Conflict of Interest (COI) arises, the Contractor is required to notify the Contracting Officer (CO) and the Contracting Officer Representative (COR) in writing immediately with a COI Mitigation and Resolution Plan addressing:
  1. Identification of Conflicts
  2. Avoidance Strategies
  3. Mitigation Measures
  4. Monitoring and Reporting
  5. Training and Awareness

- Hold Harmless and Indemnification Agreement
  The contractor shall save, defend and hold harmless and indemnify the US Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way arising under the terms of this Purchase Order (PO), resulting in whole or in part from the negligent act or omissions or willful misconduct of the Contractor, its employees or subcontractors, or any one of them. This term of the Purchase Order (PO) takes precedence over any other limitation of liability term.

- Paperwork Reduction Act
  In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to any Purchase Order (PO). In such an event, the contractor shall not expend any funds to take any action whatsoever to solicit information from any of the public respondents until the contracting officer has notified the contractor in writing that the required Office of Management

and Budget clearance has been obtained. The contractor shall provide to the Contracting Officer's Representative (COR) or to the contracting officer such information as will facilitate obtaining such clearance.

B.9.1. COMPLIANCE WITH INFORMATION TECHNOLOGY SECURITY POLICES, PROCEDURES, AND REQUIREMENTS

For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Modernization Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program ("FedRAMP"). The Contractor shall provide a FedRAMP Authorized Moderate impact level Product at a minimum and meet all the requirements per the above compliance with FISMA, NIST SP, FIPS, and FedRAMP.

To improve its cyber security posture and simplify its operations, the Export Import Bank of the United States (EXIM) has adopted VDI, or Virtual Desktop Infrastructure based on VMware (VM) Horizon.

20240712 - EXIM 800-171 Attestation Form.docx must be signed and returned to the contracting officer.

If NETWORK ACCESS is required, the **Telework/Remote Work Clause** WILL BE REQUIRED by all contractor personnel granted EXIM network access.

The Contractor, and each offeror responding to a requirement with this local clause contained therein, is **required to acknowledge its responsibility to provide computer hardware compatible with VMWare Horizon Client or similar technologies for its personnel that require access to EXIM's IT network from remote (i.e., not within EXIM) locations**. The Contractor, and each offeror responding to a requirement requiring contracting personnel to access EXIM's IT network, whether from inside EXIM facilities or remotely, must acknowledge its responsibility to propose staff eligible to receive PIV cards at the time of submitting their quotation/proposal, and to maintain such staff with PIV card eligibility throughout the duration of contract performance. Such eligible staff may be allowed to perform contract requirements remotely either within the Continental United States (CONUS) or Outside Contiguous United States (OCONUS) at location(s) identified by the contractor and accepted by the Contracting Officer. Contractor access to and use of EXIM's IT network is also governed by the EXIM Rules of Behavior. It is the contractor's responsibility to read the Rules of Behavior and ensure its personnel understand same. The Rules of Behavior identify a number of conditions that impact remote work. As such, the contractor is responsible for ensuring that its personnel granted remote access to EXIM IT systems comply with these Rules of Behavior.

If there are Contractor personnel working overseas must be in compliance with host country law/regulations regarding the performance of compensable services. Also, the US Department of State embassy must be consulted for permission of US Citizens to work in another country. Furthermore, no access to EXIM systems is allowed from a foreign country. Any such work is to be identified in writing to the Contracting Officer (CO) and Contracting Officer Representative (COR) prior to start of work and approved by the CO before commencement.

- Section 508 – Accessibility of Electronic and Information Technology
  This requirement is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220).
  URL: https://www.congress.gov/bill/105th-congress/house-bill/1385
  URL full text: https://www.congress.gov/105/plaws/publ220/PLAW-105publ220.pdf

III. Section C – Contract [Purchase Order (PO)] Clauses

C.1.1 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE (IBR) IAW FAR 52.102
The following provisions and clauses were pulled from the Federal Acquisition Regulations FAR Smart Matrix and are incorporated by reference per the Subpart 52.3 - Provision and Clause Matrix Key as determined applicable in addition to 51.212-4 and 52.212-5 incorporated in full text with the SF1449.

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR	T&M LH	CP/ CS
FAR Subpart 42.12 - Novation and Change-of-Name Agreements	---	42	---	Yes	---	---
52.203-3 Gratuities	Apr-1984	3.202	C	Yes	A	---
52.203-5 Covenant Against Contingent Fees	May-2014	3.404	C	Yes	R	---
52.203-7 Anti-Kickback Procedures	Jun-2020	3.502-3	C	Yes	R	---
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May-2014	3.104-9(a)	C	Yes	A	---
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep-2024	3.808(a)	P	Yes	A	---
52.203-12 Limitation on Payments to Influence Certain Federal Transactions	Jun-2010	3.808(b)	C	Yes	A	---
52.203-13 Contractor Code of Business Ethics and Conduct.	Nov-2021	3.1004(a)	C	Yes	A	---
52.203-16 Preventing Personal Conflicts of Interest.	Jun-2020	3.1106	C	Yes	A	A
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan-2017	3.909-3(a)	P	Yes	A	A
52.204-2 Security Requirements.	Mar-2021	4.404(a)	C	Yes	A	---
52.204-6 Unique Entity Identifier.	Oct-2016	4.607(b)	P	Yes	A	A
52.204-7 System for Award Management.	Nov-2024	4.1105(a)(1)	P	Yes	A	A
52.204-9 Personal Identity Verification of Contractor Personnel.	Jan-2011	4.1303	C	Yes	A	A
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun-2020	4.1403(a)	C	Yes	A	A
52.204-12 Unique Entity Identifier Maintenance.	Oct-2016	4.607(c)	C	Yes	A	A
52.204-13 System for Award Management Maintenance.	Oct-2018	4.1105(b)	C	Yes	A	A
52.204-14 Service Contract Reporting Requirements	Oct-2016	4.1705(a)	C	Yes	A	A
52.204-16 Commercial and Government Entity Code Reporting.	Aug-2020	4.1804(a)	P	Yes	A	A
52.204-17 Ownership or Control of Offeror.	Aug-2020	4.1804(b)	P	Yes	A	A
52.204-18 Commercial and Government Entity Code Maintenance.	Aug-2020	4.1804(c)	C	Yes	A	A
52.204-19 Incorporation by Reference of Representations and Certifications.	Dec-2014	4.1202(b)	C	Yes	R	R
52.204-21 Basic Safeguarding of Covered Contractor Information Systems	Nov-2021	4.1903	C	Yes	A	A
Telework-Remote Work Clause	May-2023	EXIM Policy	C	---	---	---
52.204-22 Alternative Line Item Proposal.	Jan-2017	4.1008	P	Yes	A	A
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Dec-2023	4.2004	C	Yes	R	---
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov-2021	4.2105(a)	P	---	R	R
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov-2021	4.2105(b)	C	Yes	R	R
52.204-26 Covered Telecommunications Equipment or Services-Representation.	Oct-2020	4.2105(c)	P	---	R	R
52.204-27 Prohibition on a ByteDance Covered Application.	Jun-2023	4.2203	C	Yes	A	---
52.204-29 Federal Acquisition Supply Chain Security Act Orders--Representation and Disclosures.	Dec-2023	4.2306(b)	P	No	R	R

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR	T&M LH	CP/ CS
52.204-30 Federal Acquisition Supply Chain Security Act Orders--Prohibition.	Dec-2023	4.2306(c)	C	No	A	A
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov-2015	9.108-5(a)	P	Yes	A	A
52.209-5 Certification Regarding Responsibility Matters	Aug-2020	9.104-7(a)	P	---	A	---
52.209-7 Information Regarding Responsibility Matters.	Oct-2018	9.104-7(b)	P	---	A	A
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.	Oct-2018	9.104-7(c)	C	---	A	A
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.	Nov-2015	9.108-5(b)	C	Yes	A	A
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Feb-2016	9.104-7(d)	P	---	A	A
52.209-12 Certification Regarding Tax Matters	Oct-2025	9.104-7(e)	P	---	A	A
52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.	Sep-2023	12.301(b)(1)	P	Yes	---	A
52.212-2 Evaluation—Commercial Products and Commercial Services.	Nov-2021	12.301(c)	P	---	---	O
52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.	Oct-2025	12.301(b)(2)	P	---	---	O
52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services.	Nov-2023	12.301(b)(3)	C	Yes	---	A
52.212-4_Alternate I	Nov-2021	12.301(b)(3)	C	Yes	---	R
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.	Mar-2026	12.301(b)(4)	C	Yes	A	R
52.214-34 Submission of Offers in the English Language.	Apr-1991	14.201-6(w)	P	Yes	A	A
52.215-19 Notification of Ownership Changes.	Oct-1997	15.408(k)	C	Yes	A	A
52.216-18 Ordering.	Aug-2020	16.506(a)	C	---	A	A
52.216-19 Order Limitations.	Oct-1995	16.506(b)	C	---	A	A
52.216-22 Indefinite Quantity.	Oct-1995	16.506(e)	C	---	---	---
52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Other Than Commercial Acquisition Without Adequate Price Competition.	Nov-2021	16.601(f)(2)	P	---	A	---
52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition.	Nov-2021	16.601(f)(3)	P	Yes	A	---
52.216-32 Task-Order and Delivery-Order Ombudsman	Sep-2019	16.506(j)	C	Yes	---	---
52.217-3 Evaluation Exclusive of Options.	Apr-1984	17.208(a)	P	Yes	A	O
52.217-4 Evaluation of Options Exercised at Time of Contract Award.	Jun-1988	17.208(b)	P	Yes	A	O
52.217-5 Evaluation of Options.	Jul-1990	17.208(c)	P	Yes	A	O
52.217-7 Option for Increased Quantity-Separately Priced Line Item.	Mar-1989	17.208(e)	C	Yes	A	O
52.217-8 Option to Extend Services.	Nov-1999	17.208(f)	C	Yes	A	O
52.217-9 Option to Extend the Term of the Contract.	Mar-2000	17.208(g)	C	---	A	O
52.219-14 Limitations on Subcontracting.	Oct-2022	19.507(e)	C	Yes	A	---
52.219-28 Post-Award Small Business Program Rerepresentation	Jan-2025	19.309(c)(1)	C	Yes	A	A
52.222-3 Convict Labor.	Jun-2003	22.202	C	Yes	A	**
52.222-21 Prohibition of Segregated Facilities.	Apr-2015	22.810(a)(1)	C	Yes	A	**
52.222-26 Equal Opportunity.	Sep-2016	22.810(e)	C	Yes	A	**
52.222-35 Equal Opportunity for Veterans.	Jun-2020	22.1310(a)(1)	C	Yes	A	**
52.222-36 Equal Opportunity for Workers with Disabilities.	Jun-2020	22.1408(a)	C	Yes	A	**
52.222-37 Employment Reports on Veterans.	Jun-2020	22.1310(b)	C	Yes	A	**
52.222-38 Compliance with Veterans' Employment Reporting Requirements	Feb-2016	22.1310(c)	P	Yes	A	---
52.222-41 Service Contract Labor Standards.	Aug-2018	22.1006(a)	C	Yes	A	**
52.222-42 Statement of Equivalent Rates for Federal Hires.	May-2014	22.1006(b)	C	Yes	A	**
52.222-50 Combating Trafficking in Persons.	Oct-2025	22.1705(a)(1)	C	Yes	R	**
52.222-54 Employment Eligibility Verification.	Jan-2025	22.1803	C	Yes	A	**
52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan-2022	22.1906	C	Yes	A	**
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.	Oct-2025	22.1705(b)	P	Yes	A	A
52.222-62 Paid Sick Leave Under Executive Order 13706.	Jan-2022	22.2110	C	Yes	A	**
52.223-1 Biobased Product Certification	May-2024	23.109(c)(1)	P	Yes	A	A
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts.	May-2024	23.109(c)(2)	C	Yes	A	A

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR	T&M LH	CP/ CS
52.223-4 Recovered Material Certification	May-2008	23.109(b)(1)	P	Yes	A	A
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-designated Items	May-2008	23.109(b)(2)	C	---	A	A
52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.	Dec-2016	23.804(b)	P	Yes	A	A
52.224-1 Privacy Act Notification.	Apr-1984	24.104	C	Yes	A	A
52.224-2 Privacy Act.	Apr-1984	24.104	C	Yes	A	A
52.224-3 Privacy Training.	Jan-2017	24.302	C	Yes	A	A
52.224-3_Alternate I	Jan-2017	24.302	C	Yes	A	A
52.225-13 Restrictions on Certain Foreign Purchases.	Feb-2021	25.1103(a)	C	Yes	A	**
52.225-14 Inconsistency between English Version and Translation of Contract.	Feb-2000	25.1103(b)	C	Yes	A	A
52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	May-2020	25.301-4	C	Yes	A	A
52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran---Representation and Certifications.	Jun-2020	25.1103(e)	P	Yes	R	---
52.227-1 Authorization and Consent.	Jun-2020	27.201-2(a)(1)	C	Yes	---	A
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.	Jun-2020	27.201-2(b)	C	Yes	---	---
52.227-11 Patent Rights-Ownership by the Contractor.	May-2014	27.303(b)(1)	C	Yes	---	---
52.227-14 Rights in Data-General.	May-2014	27.409(b)(1)	C	Yes	A	A
52.227-14_Alternate II	Dec-2007	27.409	C	Yes	A	A
52.227-14_Alternate III	Dec-2007	27.409(b)(4)	C	Yes	A	---
52.227-14_Alternate IV	Dec-2007	27.409(b)(5)	C	Yes	A	---
52.227-15 Representation of Limited Rights Data and Restricted Computer Software.	Dec-2007	27.409(c)	P	---	A	A
52.227-16 Additional Data Requirements.	Jun-1987	27.409(d)	C	Yes	---	---
52.227-17 Rights in Data-Special Works.	Dec-2007	27.409(e)	C	Yes	A	A
52.227-18 Rights in Data-Existing Works.	Dec-2007	27.409(f)	C	Yes	A	A
52.227-19 Commercial Computer Software License.	Dec-2007	27.409(g)	C	Yes	---	A
52.227-23 Rights to Proposal Data (Technical).	Jun-1987	27.409(l)	C	Yes	A	A
52.228-5 Insurance-Work on a Government Installation.	Jan-1997	28.31	C	Yes	---	A
52.229-11 Tax on Certain Foreign Procurements---Notice and Representation.	Jun-2020	29.402-3(a)	P	Yes	A	A
52.229-12 Tax on Certain Foreign Procurements.	Feb-2021	29.402-3(b)	C	Yes	A	A
52.229-13 Taxes---Foreign Contracts in Afghanistan.	Nov-2021	29.402-4(a)	C	Yes	A	A
52.229-14 Taxes---Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement).	Nov-2021	29.402-4(b)	C	Yes	A	A
52.232-1 Payments	Apr-1984	32.111(a)(1)	C	Yes	---	---
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts.	Nov-2021	32.111(a)(7)	C	Yes	---	---
52.232-9 Limitation on Withholding of Payments.	Apr-1984	32.111(b)(2)	C	Yes	A	---
52.232-12 Advance Payments.	May-2001	32.412(a)	C	---	---	---
52.232-17 Interest.	May-2014	32.611	C	Yes	A	A
52.232-18 Availability of Funds.	Apr-1984	32.706-1(a)	C	Yes	A	A
52.232-19 Availability of Funds for the Next Fiscal Year.	Apr-1984	32.706-1(b)	C	---	---	---
52.232-23 Assignment of Claims.	May-2014	32.806(a)(1)	C	Yes	A	A
52.232-25 Prompt Payment.	Jan-2017	32.908(c)	C	Yes	A	A
52.232-32 Performance-Based Payments.	Apr-2012	32.1005	C	---	---	---
52.232-33 Payment by Electronic Funds Transfer-System for Award Management.	Oct-2018	32.1110(a)(1)	C	Yes	A	A
52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information.	Jul-2013	32.1110(c)	C	Yes	A	A
52.232-37 Multiple Payment Arrangements.	May-1999	32.1110(e)	C	Yes	A	A
52.232-38 Submission of Electronic Funds Transfer Information with Offer.	Jul-2013	32.1110(g)	P	Yes	A	A
52.232-39 Unenforceability of Unauthorized Obligations.	Jun-2013	32.706-3	C	Yes	R	R
52.232-40 Providing Accelerated Payments to Small Business Subcontractors.	Mar-2023	32.009-2	C	Yes	R	R

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR	T&M LH	CP/ CS
52.233-1 Disputes.	May-2014	33.215	C	Yes	A	*
52.233-1_Alternate I	Dec-1991	33.215	C	Yes	A	*
52.233-2 Service of Protest.	Sep-2006	33.106	P	Yes	A	A
52.233-3 Protest after Award.	Aug-1996	33.106(b)	C	Yes	R	*
52.233-4 Applicable Law for Breach of Contract Claim.	Oct-2004	33.215(b)	C	Yes	R	*
52.234-4 Earned Value Management System.	Nov-2016	34.203(c)	C	Yes	A	A
52.237-3 Continuity of Services.	Jan-1991	37.110(c)	C	Yes	---	---
52.239-1 Privacy or Security Safeguards.	Aug-1996	39.106	C	Yes	A	A
52.242-1 Notice of Intent to Disallow Costs	Apr-1984	42.802	C	Yes	A	A
52.242-2 Production Progress Reports	Apr-1991	42.1107(a)	C	Yes	A	---
52.242-5 Payments to Small Business Subcontractors.	Jan-2017	42.1504	C	Yes	A	A
52.242-13 Bankruptcy.	Jul-1995	42.903	C	Yes	A	A
52.242-15 Stop-Work Order.	Aug-1989	42.1305(b)	C	Yes	---	---
52.243-1 Changes-Fixed-Price.	Aug-1987	43.205(a)(1)	C	Yes	---	---
52.243-1_Alternate I	Apr-1984	43.205(a)(1)	C	Yes	---	---
52.243-3 Changes-Time-and-Materials or Labor-Hours.	Sep-2000	43.205(c)	C	Yes	---	---
52.244-2 Subcontracts.	Jun-2020	44.204(a)(1)	C	Yes	A	A
52.244-5 Competition in Subcontracting	Aug-2024	44.204(c)	C	Yes	---	---
52.244-6 Subcontracts for Commercial Items	Oct-2025	44.403	C	Yes	R	---
52.245-1 Government Property.	Sep-2021	45.107(a)	C	Yes	A	A
52.245-1_Alternate I	Apr-2012	45.107	C	Yes	A	A
52.246-25 Limitation of Liability-Services.	Feb-1997	46.805	C	Yes	A	---
52.249-2 Termination for Convenience of the Government (Fixed-Price)	Apr-2012	49.502(b)(1)(i)	C	Yes	A	---
52.249-4 Termination for Convenience of the Government (Services) (Short Form).	Apr-1984	49.502(c)	C	Yes	---	---
52.249-5 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	Aug-2016	49.502(d)	C	Yes	---	---
52.249-8 Default (Fixed-Price Supply and Service).	Apr-1984	49.504(a)(1)	C	Yes	---	---
52.249-14 Excusable Delays.	Apr-1984	49.505(b)	C	Yes	A	---
52.250-2 SAFETY Act Coverage Not Applicable.	Feb-2009	50.206(a)	P	Yes	A	A
52.250-3 SAFETY Act Block Designation/Certification.	Feb-2009	50.206(b)(1)	P	Yes	A	A
52.250-3_Alternate I	Feb-2009	50.206(b)(1)	P	Yes	A	A
52.250-3_Alternate II	Feb-2009	50.206(b)(1)	P	Yes	A	A
52.250-4 SAFETY Act Pre-qualification Designation Notice.	Feb-2009	50.206(c)(1)	P	Yes	A	A
52.250-4_Alternate I	Feb-2009	50.206(c)(1)	P	Yes	A	A
52.250-4_Alternate II	Feb-2009	50.206(c)(1)	P	Yes	A	A
52.250-5 SAFETY Act Equitable Adjustment.	Feb-2009	50.206(d)	C	Yes	A	A
52.252-1 Solicitation Provisions Incorporated by Reference.	Feb-1998	52.107(a)	P	---	---	---
52.252-2 Clauses Incorporated by Reference.	Feb-1998	52.107(b)	C	---	---	---
52.253-1 Computer Generated Forms.	Jan-1991	53.111	C	Yes	---	---
** = The clause is required for commercial acquisitions, and it is already IBR through a commercial clause (i.e., 52.212-4 or 52.212-5(a)). No additional steps are required to incorporate the clause.*						
*** = The clause may be required for commercial acquisitions and is IBR in 52.212-5, but the contracting officer needs to complete the fill-in portions of the clause at 52.212-5(b) or 52.212-5(c).*						

C.1.2 PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE (IBR) IAW FAR 52.102

The following provisions and clauses incorporated by reference for international requirements.

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR
52.225-1 Buy American-Supplies [Supplies for use in the US; not applicable for use outside of US]	Oct-2022	25.1101(a)(1)	C	Yes
52.225-2 Buy American Certificate	Oct-2022	25.1101(a)(2)	P	Yes
52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act	Nov-2023	25.1101 (b)(1)(i)	C	Yes
52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate	Nov-2023	25.1101 (b)(2)(i)	P	Yes
52.225-5 Trade Agreement	Feb-2021	25.1101(c)(2)	C	Yes

Provision or Clause (P or C)	Effective Date	Prescribed In	P or C	IBR
52.225-8 Duty-Free Entry	Oct-2025	25.1101(e)	C	Yes
52.225-13 Restrictions on Certain Foreign Purchases	Feb-2021	25.1103(a)	C	Yes
52.225-14 Inconsistency Between English Version and Translation of Contract	Feb-2000	25.1103(b)	C	Yes
52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	May-2020	25.301-4	C	Yes
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification	Aug-2009	25.1103(d)	P	Yes
52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Jun-2020	25.1103(e)	P	Yes
52.225-26 Contractors Performing Private Security Functions Outside the United States	Oct-2016	25.302-6	C	Yes
52.229-12 Tax on Certain Foreign Procurements	Feb-2021	29.402-3(b)	C	Yes
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels	Nov-2021	47.507(a)	C	Yes
Trade Agreements applicability determination (25.4) https://www.acquisition.gov/far/part-25#FAR_Subpart_25_4				
Sanctions/prohibited source review (25.7) https://www.acquisition.gov/far/part-25#FAR_Subpart_25_7				

C.2 PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT AND IBR

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.
SAM.gov prime contractor information shall be used for 52.212-3.

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services.
Included with SF1449.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services.
Included with SF1449 and supplemental spreadsheet.

52.216-27 Single or Multiple Awards.
The Government may elect to award a single order Purchase Order (PO) or to award multiple Purchase Orders (POs) for the same or similar supplies or services to two or more sources under this solicitation.
(End of provision)

52.217-8 Option to Extend Services.
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 ***fifteen (15) days***.
(End of clause)

52.217-9 Option to Extend the Term of the Contract.

(a) The Government may extend the term of this contract by written notice to the Contractor within ***fifteen (15) days***; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ***fifteen (15) 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 **5 years**.
(End of clause)

52.232-18 Availability of Funds.
As prescribed in 32.706-1(a), Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference.
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(es): www.acquisition.gov
(End of provision)

52.252-2 Clauses Incorporated by Reference.
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov
(End of clause)

52.252-4 Alterations in Contract.
As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.
Portions of this contract are altered as follows: *To be determined by the contracting officer as applicable.*
(End of clause)

IV. Section D – Contract Exhibits

D.1 EXHIBIT 1-PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE

52.212-1(b)(10), Past performance information

Past performance must include recent (past three (3) years) and relevant contracts for the same or similar NAICS Code(s) as related in this solicitation, for which an offer is being submitted for award. Subcontractor experience may be submitted and will be reviewed as past performance.

EXIM will contact POCs to verify information and solicit a response from the POCs based on the below criteria ratings. In the event an offeror refers to a contract previously performed or currently performed for EXIM; the contracting officer may take notice of the experience of EXIM personnel in working with the offeror.

Past Performance Response from identified references provided, will be requested to identify contractor's past performance per the criteria ratings shown below when contacted for verification. **EXIM is looking for contractor's ability in having maintained operating constraints in managing schedule, performance, risks, data, and cost. In addition, work should have been satisfactory performed and executed with a superior level of customer service during interactions.**

Past Performance Criteria Ratings

Excellent: Contractor's performance clearly exceeds all contractual requirements.
Good: Contractor's performance exceeds some contractual requirements while meeting other contractual requirements.
Satisfactory: Contractor's performance meets all contractual requirements but does not exceed.
Marginal: Contractor's performance meets some of the contractual requirements and does not meet other contractual requirements.
Unsatisfactory: Contractor's performance does not meet any contractual requirements.

V. Section E – Solicitation Provisions

E.1 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
Is set aside for small business and has a value above the simplified acquisition threshold;
Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(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, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services 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 Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(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) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM

records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

E.2 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

Submission Instructions and Compliance Requirements

Failure to comply with the following requirements may render a quotation ineligible for evaluation and award consideration:

A. Prohibited Supplemental Materials

Offerors shall not submit extraneous materials not specifically requested in this RFQ. Examples include, but are not limited to, cover letters, capability statements, marketing materials, and similar supplemental documentation. Submission of such materials may result in disqualification from further consideration.

B. Searchable File Requirement

All PDF and Microsoft Word documents submitted in response to this RFQ must be fully searchable and electronically readable. Submission of non-searchable or image-only files may result in disqualification from evaluation and award consideration.

C. Separate File Submission Requirement

Documents required under this RFQ shall be submitted as separate files in accordance with the RFQ Offer Checklist. Combining multiple required submission documents into a single PDF file may result in disqualification from evaluation and award consideration. Microsoft Word documents may be converted to PDF format provided the resulting files remain searchable and are submitted separately as required.

D. Completeness of Submitted Forms

All required forms must be fully completed. Blank fields may be considered omissions and may result in disqualification from evaluation and award consideration. Where a field is not applicable, offerors should clearly indicate "N/A" or "Not Applicable" rather than leaving the field blank.

E. Communications Protocol

Offerors are requested to limit communications concerning the status of the solicitation or evaluation process. The Contracting Officer will acknowledge receipt of submissions and will provide notifications and communications as appropriate throughout the acquisition process. Repeated or unnecessary inquiries regarding status may be considered a failure to follow solicitation instructions and may adversely affect the orderly administration of the procurement.

The deadline for submission quotations / proposals is no later than the offer due date / local time listed in Block 8 on page one of SF1449. Local Time is Eastern Time. Proposals will only be accepted via email to **patricia.ludlow@exim.gov**. If offeror does not receive a response of "in receipt", the offeror is to follow-up no later than 2 hours to the same email address.

Offers submitted by any other method will not be accepted. Proposals received after the offer due date / local time will be late and will not be considered for award.

Files larger than 20MB may need to be transmitted in separate emails. All emails, regardless of size, need to be received by the government server, by the stated submission deadline. It is the responsibility of the offeror to ensure receipt of all documents by the deadline given. The government will not be responsible for any failure of transmission or receipt of the proposal, or any failure of the offeror to verify receipt of the emailed proposal.

83310126Q0057 – Credit and Bank Training

RFQ Offer Submission Checklist

Offeror submission must not have more than page limit identified.

A	B	C	D
Doc Count	**Document Name** **"Attachment"** to solicitation does not establish a requirement as a deliverable. **"Exhibit"** of solicitation establishes requirement as/for deliverables from offeror/awardee.	**Return with RFQ Response**	**Page Limit Max**
1	QandA_TEMPLATE.xlsx	*As applicable, submit prior to RFQ response*	spreadsheet
2	SF1449_Credit and Bank Training.pdf (latest SF1449)	**Yes**	1st page of SF1449
3	**SF30 Amendment(s)** (each amendment issued *as applicable (if there is one or more amendment(s) issued for this RFQ)*)	**Yes**	1st page of each SF30
4	**83310126Q0057_**solicitation_Credit and Bank Training.pdf	---	---
5	Management Approach (technical response on how offeror will meet all solicitation requirements)	**Yes**	ten (10) pages
6	EXHIBIT1-PAST PERFORMANCE QUESTIONNAIRE.docx	**Yes**	four (4) pages
7	PRICE SHEET for Credit and Bank Training.xlsx	**Yes**	spreadsheet
8	Offeror Self-Evaluation Checklist.docx	**Yes**	one (1) page
9	20240712 - EXIM 800-171 Attestation Form.pdf	**Yes**	one (1) page
10	NDA, Telework Agreement, and/or COI Plan (TBD after award)	---	---

"---" indicates NA and/or offeror does not have to submit with RFQ response. **Offerors wishing to receive the opportunity of a Purchase Order (PO) shall respond by due date with the above-mentioned documents.**

Best Value Determination and Evaluation for Basis of Award

This is a **best value determination in accordance with FAR Part 2.101**, Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement and whose quotation / proposal is determined responsible in accordance with FAR Subpart 9 and by an integrated assessment of price/cost and non-price evaluation factors, to provide the best value to the government using procedures consistent with FAR 13.5 and 12.

The best value process allows the government to make Purchase Order (PO) award(s) to other than the lowest priced quotation / proposal when, in the opinion of the government, the past performance / technical advantages of an offer warrant the higher price. Evaluators will consider the breadth and depth of the offeror's past performance capability to perform the identified generic scope in Section B.

For purposes of this solicitation, depth and breadth is defined as the extent to which the offeror's experience and capabilities qualify them to perform all the generic scope of Section B proposed independently and/or with holistic and turn-key solutions utilizing subcontractors.

The government intends to make one (1) Purchase Order (PO) award(s) in response to the solicitation; however, reference clause 52.216-27 Single or Multiple Awards. The government reserves the right not to award any Purchase Order (PO) depending on the quality of the proposals submitted.

Evaluation of best value procedures will be performed IAW FAR Subpart 12.6 Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services based on, provision at 52.212-2, paragraph (a), tailored as follows:

E.3 52.212-2 Evaluation—Commercial Products and Commercial Services

(a) The government intends to make award(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation that will be **most advantageous to the government, price, and other factors considered**. The following significant evaluation factors shall be used to evaluate offers:

(i) **Management Approach** (technical response on how offeror will meet all solicitation requirements);

(ii) **PRICE SHEET for Credit and Bank Training.xlsx**; and

(iii) **EXHIBIT1-PAST PERFORMANCE QUESTIONNAIRE.docx** *(offerors submitting less than two (2) examples may receive a no higher than a neutral rating)*.

When combined, Management Approach and Pricing are of ***equal importance*** to *Past performance.*

An offeror whose proposed prices are determined not to be fair and reasonable will not be awarded a Purchase Order (PO) regardless of the government's evaluation of the non-price factors of the offeror's quotation / proposal.

The government reserves the right to make an award without discussions based solely upon initial quotation / proposal. [see FAR 52.212-1(g)]. Therefore, offerors should ensure that their initial offer constitutes their best offer in terms of both price and the past performance.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract 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.
(End of provision)

A Purchase Order (PO) may be awarded to the offeror(s) deemed responsible whose proposal conforms to the solicitation's requirements of this solicitation, all stated terms, conditions, representations, certifications, and all other information required by this solicitation and is determined, based on evaluation factors, to represent the best value to the government through an integrated review, observation, evaluation, and assessment of an initial qualified offeror's written proposal.

* A brief explanation upon request will be provided after notice of an unsuccessful evaluation or after award per FAR 52.212-1(I) but shall be provided only once.

Number of Purchase Orders (POs) to be Awarded
The government intends on making one (1) Purchase Order (PO) award. However, reserves the right to make more or less awards via this solicitation. Based on price and other considerations, the government reserves the right to not award any Purchase Order (PO). The government also reserves the right to award without discussions to the offeror(s) that represents the best value to the government. To prepare for that possibility, each initial proposal should contain the offeror's best terms from both a price and a technical standpoint.

Correction Potential of Proposals
If an aspect of an offeror's proposal does not meet the government's requirements and is not considered correctable, the offeror may be eliminated from further evaluation.