

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 39	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-14-R-5517	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 Apr 2014	6. REQUISITION/PURCHASE NO. ACQR2551372		
7. ISSUED BY COMMANDING OFFICER NAVFAC MID-ATLANTIC 9742 MARYLAND AVENUE NORFOLK VA 23511-3095		CODE N40085	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	
TEL:		FAX:		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME CYNTHIA Y. BROWN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 341-0085	C. E-MAIL ADDRESS cynthia.brown@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SECTION A

COMMANDER

NAVAL FACILITIES ENGINEERING COMMAND

MID-ATLANTIC

ACQUISITION CORE

NORFOLK, VA 23511-3095

EMERGING LEADER PROGRAM SERVICES

NAVFAC MIDLANT NORFOLK VA

THIS IS A DRAFT REQUEST FOR PROPOSAL (RFP) for the EMERGING LEADER PROGRAM SERVICES FOR NAVFAC MIDLANT. This announcement is NOT a Request for Proposal (RFP) and the Government is not committed to award a contract pursuant to this announcement and this DRAFT RFP should not be construed as a commitment by the Government. The purpose of this announcement is to provide Offerors with an opportunity to formulate comments and questions regarding the DRAFT RFP documents and to facilitate the proposal process by providing the requirement in advance of the Final RFP. Included with this announcement are the DRAFT RFP documents: (1) Section J Attachments; (2) Sections L and M; and (3) Statement of Work (PWS). These documents comprise the DRAFT RFP and are provided for your advance review and are subject to change. They are not the final documents or all inclusive. Please note that proposals are not being solicited at this time. With this announcement, the NAVFAC MIDLANT ACQUISITION CORE is soliciting comments and recommendations on the draft RFP documents in order to: (1) assure that requirements included in the documentation will meet the intent of the solicitation; and (2) identify or clarify what may appear to be problems, conflicts, or obstacles for a Women-Owned Small Business that might otherwise wish to become a potential offeror. Response Submittal: Potential offerors are requested to submit any comments or questions to Cynthia Brown, Procuring Contracting Officer (PCO) at cynthia.brown@navy.mil no later than the closing date of the subject synopsis.

All comments and questions should reference Solicitation N40085-14-R-5517 and must be submitted in writing up to the closing date of the synopsis. All responses should include the name, position/title, telephone/extension, facsimile number(s), and electronic mail address (es) of the contact individual. The response should also identify the institution, organization, company, etc., and the complete address. In addition, please identify the size of your company based on the NAICS code of 611430.

Please note that the Government does not intend to pay for comments and recommendations. Although "proposal" and "offeror" are used in this announcement, your response will be treated as information only. It shall not be used as a proposal.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR FFP Program and Curriculum Development for NAVFAC MIDLANT's Emerging Leader Program, in accordance with Section C of the Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: ACQR2551372	1	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE YEAR FFP Program Implementation for NAVFAC MIDLANT's Emerging Leader Program, in accordance with Section C of the Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: ACQR2551372	1	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YEAR ONE FFP Program Implementation for NAVFAC MIDLANT's Emerging Leader Program, in accordance with Section C of the Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: ACQR2551372	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION YEAR TWO FFP Program Implementation for NAVFAC MIDLANT's Emerging Leader Program, in accordance with Section C of the Statement of Work (SOW). FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YEAR THREE FFP FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OPTION YEAR FOUR FFP FOB: Destination	1	Each		

NET AMT

SECTION B

SECTION B SUPPLIES AND SERVICES

B.1 **Contract Title:** Emerging Leader Program Services

B.2 **Type of Contract:** This is a Firm-Fixed Price Contract as noted in Section L, Instructions, Conditions, and Notice to Bidders.

B.3 **Competition Requirements:** This procurement is a competitive Woman-Owned Small Business (WOSB) Set-aside requirement.

B.4 **NAICS Code:** 611430 - Professional and Management Development Training

B.5 **Contract Term:** This contract contains provisions for a Base Period with four (4) Option Years, not to exceed 60 months. The Government has the option to extend the term of contract in accordance with the “Option to Extend the Term of the Contract” FAR Clause 52.217-9.

B.6 **Period of Performance:** The start date and the completion date will be determined at time of award.

B.7 **Evaluation of Proposals:** Offerors shall submit a price for Section B, CLINS 0001 through 0004. The Government will evaluate proposals for award as indicated in Section M of this solicitation. Refer to Section M, NFAS 5252.217-9301, Option to Extend the term of the Contract – Services (JUN 1984).

B.8 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

This solicitation incorporates the Service Contract Act (SCA) Wage Determinations. The Wage Determinations that are incorporated are for the Base Year performance period only. If the Option Year is exercised, the most current Wage Determination for that option year will be incorporated into the contract and the CLIN prices will be adjusted in accordance with FAR Clause 52.217-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment.

B.9 CONTRACT YEAR ADJUSTMENT

In the event that the contract start date does not align with the start of the government's fiscal year (i.e. 1 Oct of any year), the government may adjust the first performance period of the contract to coincide with the period remaining in the government fiscal year and adjust the contract amount for this period to reflect the pro-rata share of the contractor's initial 12 month price proposal.

B.11 REQUEST FOR PROPOSAL (RFP) FILES:

The Solicitation will be posted to the Navy Electronic Commerce Online (NECO) website as mandated by our agency. By necessity, these files are protected to prevent unauthorized editing. The Contract Specialist will post the RFP files to a single website: www.neco.navy.mil. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website. Unprotected editable file copies of the RFP documents including: Word, Excel and/or pdf.files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

Section C - Descriptions and Specifications

SOW**SECTION C – DESCRIPTIONS AND SPECIFICATIONS****STATEMENT OF WORK****EMERGING LEADER PROGRAM SERVICES FOR
NAVAL FACILITIES ENGINEERING COMMAND,
MID-ATLANTIC, NORFOLK, VIRGINIA (NAVFAC MIDLANT)****C.1 GENERAL REQUIREMENTS**

This is a single award, Firm Fixed Price (FFP) contract for Emerging Leader Program Services for Naval Facilities Engineering Command (NAVFAC), Mid-Atlantic (MIDLANT) Norfolk, Virginia.

The purpose of the Emerging Leader Program (ELP) is to provide leadership development for thirty (30) aspiring leader participants from NAVFAC MIDLANT's General Schedule (GS) and Wage Grade (WG) labor force. The goal is to provide these participants with skills and competencies necessary to compete and serve in management and leadership positions. The ELP specifically targets GS-07 through 11; WG-07 through WG-15; WL-05 through WL-13; and WS-01 through WS-09. NAVFAC MIDLANT will competitively select 30 participants each year to participate in the ELP.

The ELP shall be based on the Office of Personnel Management's (OPM's) Leadership Competencies and Leadership Effectiveness Framework. The foundation of the ELP shall be geared toward examining participant's current level of competencies; identifying potential areas for personal and professional growth; activities to enhance leadership skills and team building through assessment; development experiences; in-classroom training; and evaluation. Three weeks of the 6-month program shall include classroom training where all 30 participants are present from 0800-1500, Monday through Friday, five days a week.

The ELP shall be developed to consist of leadership assessment; personalized leadership development plans; experiential learning activities; Core classroom curriculum and training; leadership assessment reports; training analysis reports; and summative training assessment as prescribed in Paragraphs C.2.6; C.2.7; C.2.8; C.2.9; C.2.10; C.2.11; and C.2.12.

A pre-performance conference will be conducted with the Contractor via video teleconferencing (VTC) no later than seven (7) calendar days after award of the contract. The Contractor will conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to scheduling and administering work.

C.2 CONTRACT REQUIREMENTS

The Contract Line Item (CLIN) requirements include Emerging Leader Program Services for Program and Curriculum Development, as well as Program Implementation as follows:

- ... CLIN 0001 – Base Year - Program and Curriculum Development
- ... CLIN 0002 – Base Year – Program Implementation
- ... CLIN 0003 – Option Year One – Program Implementation
- ... CLIN 0004 – Option Year Two – Program Implementation
- ... CLIN 0005 – Option Year Three – Program Implementation

... CLIN 0006 – Option Year Four – Program Implementation

C.2.1 PERFORMANCE PERIOD

The contract term includes a Base Year, and four (4) potential twelve (12) month Option Periods. The total duration of the contract including shall not exceed thirty-six (60) months.

C.2.2 CLIN 0001 – BASE YEAR – PROGRAM AND CURRICULUM DEVELOPMENT

The Contractor shall provide all labor, supervision, management, tools, instructional materials, equipment, duplication/printing, facilities (other than for assessment or training), travel and lodging costs, transportation, or any other items necessary for Program and Curriculum Development of NAVFAC MIDLANT's ELP. The ELP Program and Curriculum Development shall be based on SECTION C - DESCRIPTION AND SPECIFICATION, STATEMENT OF WORK, Paragraph C.1. GENERAL REQUIREMENTS.

The Contractor shall provide all CLIN 0001 – BASE YEAR – PROGRAM AND CURRICULUM DEVELOPMENT deliverable items within fifteen (15) calendar days after award for review and approval by the Contracting Officer.

All ELP curriculum, training aids, and materials approved by the Contracting Officer for use by 30 participants for CLIN 0001, shall be utilized in the performance of CLINs 0002, 0003, and 0004 for Program Implementation during the Base Year, and Option Years One and Two, if exercised. All costs associated with development and printing of curriculum materials for 30 participants shall be included under CLIN 0001.

C.2.3 CLIN 0002 – BASE YEAR – PROGRAM IMPLEMENTATION

The Contractor shall provide all labor, supervision, management, tools, instructional materials, equipment, duplication/printing, facilities (other than for assessment or training), travel and lodging costs, transportation, or any other items necessary for implementation of NAVFAC MIDLANT's ELP. The ELP shall be implemented based on SECTION C - DESCRIPTION AND SPECIFICATION, STATEMENT OF WORK, Paragraph C.1, GENERAL REQUIREMENTS.

All ELP curriculum, training aids, and materials approved by the Contracting Officer for use by 30 participants under CLIN 0001 – BASE YEAR - PROGRAM DEVELOPMENT AND IMPLEMENTATION shall be utilized.

C.2.4 CLIN 0003 – OPTION YEAR ONE – PROGRAM IMPLEMENTATION

The Contractor shall provide all labor, supervision, management, tools, instructional materials, equipment, duplication/printing, facilities (other than for assessment or training), travel and lodging costs, transportation, or any other items necessary for Program Implementation of NAVFAC MIDLANT's ELP. The ELP shall be implemented based on SECTION C - DESCRIPTION AND SPECIFICATION, STATEMENT OF WORK, Paragraph C.1, GENERAL REQUIREMENTS.

All ELP curriculum, training aids, and materials approved by the Contracting Officer for use by participants under CLIN 0001 in the Base Year, shall be used in Option Year One, if exercised. The Contractor shall include all costs associated with the reproduction/duplication of Program and Curriculum materials for 30 new ELP participants under CLIN 0003.

C.2.5 CLIN 0004 – OPTION YEAR TWO – PROGRAM IMPLEMENTATION

The Contractor shall provide all labor, supervision, management, tools, instructional materials, equipment, duplication/printing, facilities (other than for assessment or training), travel and lodging costs, transportation, or any other items necessary for Program Implementation of NAVFAC MIDLANT's ELP. The ELP shall be implemented based on SECTION C - DESCRIPTION AND SPECIFICATION, STATEMENT OF WORK, Paragraph C.1, GENERAL REQUIREMENTS.

C.2.6 LEADERSHIP ASSESSMENT

NAVFAC MIDLANT's Emerging Leader Program will provide participants with an opportunity to develop leadership competencies and engage in activities to enhance their individual leadership skills, and learn how to work effectively with other leaders toward specific goals. The OPM Leadership Competency Model competencies include:

- ... Leading Change Flexibility, Resilience, Service Motivation, Continual Learning, Creativity/Innovation, Vision, External Awareness, Strategic Thinking;
- ... Leading People Integrity/Honesty, Cultural Awareness; Conflict Management, Team Building, Building Coalitions/Communications, Oral communications;
- ... Written Communication, Interpersonal Skills, Influencing/Negotiating, Partnering, Political Savvy;
- ... Results Driven – Decisiveness;
- ... Customer Service – Technical Credibility, Problem Solving, Accountability, Entrepreneurship;
- ... Business Acumen – Human Resources Management, Financial Management, Technology Management

The Contractor shall provide Emerging Leadership Assessment to enhance participant's current knowledge and skills to achieve proficiencies included in the OPM Leadership Competency Model.

The Contractor shall provide two self-assessment instruments, the Leadership Effectiveness Inventory (LEI) and Myers-Briggs Type Indicator Assessment. The assessment instruments are completed by the participants, along with their supervisors and peers.

Leadership Effectiveness Inventory (LEI). This competency "baseline" shall be used to assist employees in gaining a clear understanding of their individual developmental needs, as well as developmental strengths in the five fundamental executive core qualifications which were designed to assess executive experiences and potential:

- ... Leading Change
- ... Leading People
- ... Results Driven
- ... Business Acumen
- ... Building Coalitions/Communication

Myers-Briggs Type Indicator (MBTI) Assessment. This communication determines our preferences on four dimensions: extroversion-introversion; sensing-intuition; thinking-feeling; and judging-perceiving. The various combinations of these preferences result in 16 personality types. The MBTI's wide-ranging applications promote personal growth in many organizational situations:

- ... Team Building
- ... Conflict Resolution
- ... Leadership Development
- ... Communication Skills

- ... Problem Solving
- ... Organizational Development
- ... Stress Management
- ... Career Management
- ... Outplacement

Emerging Leaders shall be assessed in accordance with the Executive Core Qualifications and 360-degree assessment instrument developed by the Office of Personnel Management.

The contractor will supply each participant with feedback and shall supply NAVFAC MIDLANT with comprehensive analysis and findings as prescribed in Paragraph C.2.10, LEADERSHIP ASSESSMENT REPORT.

C.2.7 PERSONALIZED EMERGING LEADERSHIP DEVELOPMENT PLANS

Personalized Emerging Leadership Development Plans shall consist of customized developmental objectives and learning experiences based on the participant's leadership assessment. Plans shall enhance the employee's growth and utilize the Program's integrated approach to leadership development.

Personalized Leadership Development Action Plans should target the feedback from the Leadership Effectiveness Inventory.

C.2.8 EXPERIENTIAL LEARNING ACTIVITIES

The Contractor shall assign teams and provide applicable activities that may address issues relevant to NAVFAC MIDLANT.

Experiential Learning Activities shall be incorporated into the curriculum to address each terminal learning objective as appropriate for the content.

- ... Strengthen leadership and interpersonal skills
- ... Stimulate commitment to personal development
- ... Increase the understanding of diversity
- ... Provide a forum to explore current issues facing leaders in the federal workplace

Experiential Learning Activities should enhance leadership and team building curriculum designed for NAVFAC MIDLANT's Emerging Leader Program.

C.2.9 CORE CLASSROOM CURRICULUM AND TRAINING

The Contractor shall develop and implement instructional content to improve competencies in leadership development, team building, effective communications, customer services, management skills, and experiential learning.

The Contractor shall submit to the Contracting Officer all program curriculum and lesson plans no later than fifteen (15) calendar days after award. The Core Classroom Curriculum shall support OPM's Leadership Competency Model and include:

- ... Lesson Plans
- ... Title of the Lesson
- ... Period of Time Required to Complete the Lesson
- ... Required Materials
- ... Objectives

- ... Instructional component. This describes the sequence of events which will take place as the lesson is delivered. It includes the instructional input – what the teacher plans to do and say, and guided practice – an opportunity for students to try new skills or express new ideas with the modeling and guidance of the teacher.
- ... Independent practice. This component allows students to practice the skill or extend the knowledge on their own.
- ... Summary
- ... Evaluation

Classroom instruction shall start no later than fifteen (15) calendar days after approval of the curriculum/training by the Contracting Officer.

The Contractor shall provide three (3), one-week training classes with all 30 ELP participants present. Classes will be held from 0800-1500, Monday through Friday, five days a week in Building A-81, first floor, Community Management Training Room, aboard Naval Station Norfolk, Virginia.

C.2.10 LEADERSHIP ASSESSMENT REPORT

The Contractor shall submit to the Contracting Officer a Leadership Assessment Report no later than fifteen (15) calendar days after assessment analysis has concluded. It should provide a clear understanding of Participant's development needs as well as strengths.

C.2.11 TRAINING ANALYSIS REPORT

The Contractor shall submit to the Contracting Officer a Training Analysis Report no later than ten (10) calendar days after the completion of each one-week training session. The Training Analysis Report should summarize the outcome of the training week, strengths and weaknesses, any feedback received by the participants and any information that might be relevant to NAVFAC MIDLANT.

C.2.12 SUMMATIVE TRAINING ASSESSMENT

The Contractor shall submit to the Contracting Officer a Summative Training Assessment of the Program to include learning outcomes, lessons learned, strengths and weaknesses, feedback, and recommendations for future training events. The Summative Assessment shall be submitted to the Contracting Officer within sixty (60) days after completion of the Program after the Base Year, and each all Option Year.

A "Summative Assessment" meeting will be conducted with the Contractor via video teleconferencing (VTC) within fifteen (15) calendar days after receipt of the Contractor's Summative Assessment at the completion of each Program.

C.3 WORK LOCATION

The work will be performed at NAVFAC MIDLANT aboard Naval Station Norfolk, Virginia. The Government will provide a training facility to accommodate assessment and training instruction for 30 participants of the Emerging Leader Program as prescribed in Paragraph C.10, GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES.

C.4 WORKING HOURS

The performance of work requirements shall be accomplished within the Government regular work hours, unless the specific work necessitates otherwise. The Government's regular work hours are from 0700-1530, five days per work, Monday through Friday, except for observed Federal holidays. Federal holidays include: New Year's Day; Martin Luther King's Birthday; Washington's Birthday; Memorial Day;

Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

Government personnel also take other kind of administrative leave such as acts of God (i.e. hurricanes, snow, storms, tornadoes, etc.), and any other unexpected government closures. In the case of inclement weather, the Contractor shall be required to provide an alternate training schedule within three (3) working days. The schedule shall ensure content and materials are presented to participants in a timely manner, and during normal work hours.

Emerging Leader Program classroom instruction will be from 0800-1500, Monday through Friday, except for the federal holidays. The Contractor shall be on site and prepared to conduct classroom instruction no less than 30 minutes prior to the start time for classes.

C.5 RESTRICTIONS TO CONTRACTORS WORK OUTSIDE REGULAR WORK HOURS

If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, a written request shall be submitted to the Contracting Officer for approval. The request must be submitted seven (7) days prior to the requested day. Overtime is not permitted without prior approval of the Contracting Officer.

C.6 NOTIFICATION TO THE GOVERNMENT FOR WORK ABOVE THE FIRM-FIXED PRICE (FFP) LIMITATIONS

The Contractor is fully responsible for work up to the Firm-Fixed Price limits. When work is expected to exceed the FFP limits, the Contractor shall notify the Contracting Officer within two hours of identification for further direction.

C.7 WAGE DETERMINATION

Wage Determination No. will be provided.

C.8 PERFORMANCE REQUIREMENTS AND QUALIFICATIONS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this contract. The Contractor shall be responsible for providing technically qualified personnel to perform the work specified in this Statement of Work.

The Contractor shall include oversight and administration of all Contractor staff. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee review and appraisals.

The work history of each Contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. The Government reserves the right, during the life of this contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the requirements of this Statement of Work.

C.9 CONTRACTOR QUALITY CONTROL

The Contractor is responsible for ensuring training and instructional industry standards are followed.

The Contractor shall provide a summary of course evaluations along with copies of individual evaluations at the conclusion of each training event.

The Contractor shall take corrective action to address all Government concerns within 24 hours.

C.10 CONTRACTOR QUALITY ASSURANCE

The Government reserves the right to observe and monitor training at any time. In the event areas of concern are identified, the Contracting Officer will report such concerns to the Contractor.

The Government reserves the right to review class materials, exercises and assignments distributed to NAVFAC MIDLANT's ELP participants at any time.

C.11 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES

The Government will provide a training facility to accommodate assessment and instruction for 30 participants. The facility is located at:

NAVFAC MIDLANT
9742 Maryland Avenue, Building A-81, Room 132
Community Management and Training Office
Norfolk, Virginia 23511-3095

The Government will provide a laptop, presentation equipment, flip charts, VCR, and DVD player for training purposes, and network access to the Internet and Intranet. The Government will not provide facilities such as office space, supplies, duplication/reproduction, etc.

C.12 CONTRACTOR FURNISHED FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES

Except for items identified as Government Furnished, the Contractor shall provide all labor, equipment, materials, parts, supplies, components, and facilities other than those prescribed in Paragraph C.10, GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES to perform the requirements of this contract. Contractor furnished items shall include, but are not limited to: curriculum development; curriculum; course lesson objectives and plans; activities; training time; course overview; instructional materials not limited to books; workbooks; assessment tools such as Myers-Briggs; Leadership Effectiveness Inventory; class schedule; course syllabus; handouts; tent cards; highlighters and note-taking materials.

The Contracting Officer may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCBs shall not be brought on site. The Contracting Officer may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.

C.13 INSURANCE

The Contractor shall submit for approval by the Contracting Officer no later than fifteen (15) calendar days after award of this contract, a Certificate of Insurance as evidence of the existence of the following insurance coverage in the amounts no less than the amounts specified below in accordance with FAR 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period(s) of the contract.

C.14 CERTIFICATE OF INSURANCE

The Certificate of Insurance shall provide for at least 30 calendar days notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and

information are contained in the aforementioned insurance clause.

C.15 MINIMUM INSURANCE AMOUNTS

The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage

Workmen's Compensation: As required by Federal and State worker's compensation and occupational Disease statutes

Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers

Other as required by State Law

C.16 MANAGEMENT

The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes, but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance is met.

C.17 WORK CONTROL

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and Work Status Reports shall be provided when requested by the Contracting Officer. A written status report of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following day for inquiries after regular working hours.

C.18 WORK SCHEDULE

The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all its work schedules to the Government. The Contractor shall notify the Contracting Officer of any difficulty in scheduling work due to Government controls.

C.19 ENTERPRISE-WIDE CONTRACT MANPOWER REPORTING APPLICATION

In accordance with NMCARS 237.102(a)(1)(90), the Contractor shall report all contract labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC MIDLANT via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time

during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk linked at <https://doncmra.nmci.navy.mil>.

C.20 DELIVERABLES

Reports and records are specified in Section C and listed as deliverable in Section F. The Contractor shall submit accurate and complete documents within the required timeframes specified in Section F.

C.21 PROPERTY MANAGEMENT PLAN

The Contractor shall establish and maintain a plan that meets the contract clause requirements of Paragraph C.10, GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES of this Statement of Work. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. This Property Management Plan shall be submitted no later than thirty (30) calendar days after award for approval by the Contracting Officer.

C.22 PERSONNEL REQUIREMENTS

The Contractor shall provide experienced, qualified, and capable personnel to perform the work described in this Contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Personnel shall speak, read, write, and comprehend English sufficient that they can read and understand printed regulations, detailed written orders, operating procedures, as well as training instructions and materials.

C.23 KEY PERSONNEL

The Contractor shall submit no later than fifteen (15) calendar days after award to the Contracting Officer a List of Key Personnel and their qualifications, and any additional information requested by the Contracting Officer to certify their qualifications. A Bachelor of Science (BS), or Bachelor of Art's (BA) Degree, and 8 years experience working with a Program of this nature is required. The Contractor shall provide two instructors.

The Contractor shall submit no later than fifteen (15) calendar days after award an Organization Chart, showing lines of authority of the Key Personnel, and the on-site supervisor for this contract. The chart shall include names of personnel and their position title in this contract.

C.24 EMPLOYEE APPEARANCE

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

C.25 EMPLOYEE CONDUCT

Contractor employees shall conduct themselves in a proper, efficient, courteous and business-like manner the Contractor is responsible for the conduct of its employees and shall take prompt, reasonable, and appropriate disciplinary action against employees for misconduct, malfeasance, misfeasance, or nonfeasance.

C.26 REMOVAL OF EMPLOYEES

The Contractor shall remove from the site, any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest, or inconsistent with the best interests of National Security.

C.27 PROOF OF LEGAL RESIDENCY

No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished, or, if an alien, legal residency within the United States is confirmed confirmed. The Installation requires an original birth certificate with the raised emblem to prove citizenship. Proof of United States citizenship is required for entry to Navy installations.

C.28 SECURITY REQUIREMENTS

The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.

C.29 VEHICLES

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirements of the State Vehicle Code, such as safety standards, carry proof of insurance, and state registration. Submit a list of vehicles to be used during the term of this contract to the Contracting Officer with the following information:

- ... Make
- ... Year
- ... Type
- ... License Number
- ... Insurance Company
- ... Policy Number
- ... Expiration Date of Insurance
- ... Copies of current registration and safety inspection cards for each vehicle listed

C.30 PASSES AND BADGES

All Contractor employees shall obtain the required employee and vehicle passes.

Application for and use of badges will be as directed. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS Form I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

Each employee shall wear the Government issued badge over the front of their outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 3 calendar days.

The Contractor may visit the following website for additional information, requirements, and guidance for base access per the new NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS) IMPLEMENTATION FOR NON-COMMON ACCESS CARD (CAC) CONTRACTORS/ VENDORS PROGRAM WITHIN MID-ATLANTIC REGION:

<http://www.rapidgate.com/vendors/how-to-enroll>.

C.31 NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office each visit.

The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Period background screenings are conducted to verify continued NCACS participation and installation access Privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.

C.32 ONE-DAY PASSES

Participation in the NCACS is not mandatory, and if the Contractor chooses not to participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes, or added vehicle inspections incurred by non-participants in the NCACS.

C.33 TRUSTWORTHINESS SECURITY – NAVY CONTRACT

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified, and therefore contractor employees are not required to obtain a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing CON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contract employees. The following addresses those requirements for Trustworthiness Security.

Each Contractor employee will have a favorably completed National Agency Check (NAC).

If Contractor personnel currently have a favorably adjudicated NAC the Contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

If no previous investigation exists the Contractor personnel will complete the requirement for a

Trustworthiness NAC.

If the Contractor is a Foreign National, prior approval of the Information Assurance Manager (IAM) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The trustworthiness NAC is processed through the Command Security Manager. The Contractor shall provide the completed SF-85P and two applicant fingerprint cards (FD 258). The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (OPM) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the Contractor advising whether or not the contract employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure."

C.34 ACCESS TO RESTRICTED AREAS

The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the Installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in the performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours, and will secure all building and facilities under the Contractor's cognizance at the end of each work day, or shift period.

C.35 ACCESS ARRANGEMENTS

The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.

C.36 CONTRACTOR SAFETY PROGRAM

The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and Public Law 91-956, Occupational Safety and Health Act.

C.37 DRUG ABUSE PREVENTION PLAN

The Contractor shall develop a plan to explain how it will satisfy the Drug-Free Workforce requirement as stated in DFARS Clause 252.223-7004.

C.38 ACCIDENT REPORTING NOTIFICATION

The Contractor shall report all accidents, mishaps, and near misses to the Contracting Officer in a timely manner as described below:

- ... An Initial Accident Reporting Notification Report shall be developed by the Contractor and Provided to the Contracting Officer immediately after an incident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible.
- ... The Contractor shall develop a Follow-On Accident Reporting Notification Report and Shall provide a copy to the Contracting Officer by close of business the day of the accident, Or if the accident occurs after hours, at start of business the following morning. Follow-on Reports shall be required daily until the Contractor can send a final, conclusive report of the Nature, cause, and outcome of the accident.
- ... The Contractor shall provide a Final Accident Reporting Notification Report of the accident Within 24 hours after completing the investigation of the accident.

C.39 FIRE PROTECTION

The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.

C.40 OSHA CITATIONS AND VIOLATIONS

The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the Contracting Contracting Officer within 48 hours after receiving a citation.

C.41 SAFETY INSPECTIONS AND MONITORING

The Government reserves the right to inspect and monitor Contractor operations for safety compliance, and to stop any work activity that it deems to be unsafe. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations.

C.42 DISASTER PREPAREDNESS

The Contractor shall comply with the NAVFAC MIDLANT's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the Contracting Officer.

C.43 ENERGY MANAGEMENT

The Contractor shall comply with the activity's energy conservation program. Use of high energy consuming tools or equipment is subject to approval by the Contracting Officer prior to use.

C.44 CONTRACTOR INTERFACES:

The contractor and/or his subcontractors may be required as part of the performance of this contract to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor and/or his subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

C.45 NON-PERSONAL SERVICES STATEMENT:

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the Statement of Work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibility set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The government will control access to the facility and will perform the inspection and acceptance of completed work.

C.46 DISCLOSURE OF INFORMATION:

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

The Contractor shall be required to complete a non-disclosure agreement prior to task beginning.

C.47 ACCESS TO PROPRIETY DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in the performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government personnel or upon written approval of the Contracting Officer (K0). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations and prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

*** END OF SECTION ***

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work.

When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 2 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(end of clause)

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR
UNSATISFACTORY WORK (OCT 2004)**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or

unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

SECTION F

PROGRAM CURRICULUM AND DEVELOPMENTAL MATERIALS

<u>Paragraph</u>	<u>Description</u>	<u>Quantity</u>	<u>Submit To</u>	<u>Due Date/Frequency</u>
C.2.9(b)	Classroom Curriculum	As specified	KO	No later than 15 days after award.
C.2.9(e)	Training Report	As specified	KO	Upon the completion of each one-week training session.
C.2.10	Leadership Assessment Report	30 individual reports	KO	No later than 15 days after the analysis has concluded.
C.2.11	Training Analysis Report	3	KO	No later than 10 days after the completion of each 1-week training session.
C.2.12	Summative Training Assessment	1	KO	At the completion of the program
C.20	Organizational Chart Key Personnel	As specified	KO	No later than 15 days after award

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the ``Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or ``Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or ``Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the

Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Procurement Integrity--Service Contracting	SEP 1990
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.204-99 (Dev)	System for Award Management Registration (Deviation)	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2008

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.225-7000	Buy American--Balance Of Payments Program Certificate	JUN 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **36 months**.

(End of Clause)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

L.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of proposal the following:

_____ warrants that its proposal
(Name of Offeror)

_____ incorporated herein by reference, including, but not limited to, proposed (of date or other identifier) approaches, staffing, methodology, or work plan, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objectives.

L.2 INQUIRIES

All questions from offerors concerning any aspect of this request for proposal, (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provisions of the written RFP. **All questions must be submitted at least ten (10) days before proposals are due.** This is the most efficient way to ensure all questions are addressed in a timely manner. **Pre-proposal inquiries shall be electronically sent to Contract Specialist Cynthia Brown via e-mail at cynthia.brown@navy.mil.**

L.3 DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

L.4 AMENDMENTS AND NOTICES TO THE SOLICITATION

Amendments and notices will be posted to the website <https://www.neco.navy.mil>. It is the offeror's responsibility to check the website periodically for any amendments to the solicitation. Please note that notices do not change the solicitation. Changes to the solicitation can only be made by the issuance of amendments.

L.5 PROPOSAL REQUIREMENTS

1. The solicitation requires the evaluation of price and the following non-price technical factors:

- Factor 1 – Management and Technical Approach
- Factor 2 – Corporate Experience
- Factor 3 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements: The evaluated price shall be the sum of the FFP for the base period and two Option Periods. The offeror shall provide the total price for performance of work required by the solicitation or all contract line items, including options, as presented in Section B including filing out and submitting unit prices and amounts for contract line items, sub-line items, and exhibit line items. The price proposal shall be broken down to allow for evaluation of individual work elements, price reasonableness, and comparison to the technical proposal. Offeror shall submit (1) original, marked "Original", in a separate three ring binder with the following:

- ... SF33, signed with all amendments acknowledged;
- ... Completed Section B Contract Line Item Number (CLINs);
- ... Completed Pricing;
- ... Copy of Representation and Certifications from ORCA;

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- ... Comparison of proposed prices received in response to the RFP.
- ... Comparison of proposed prices with the IGCE.
- ... Comparison of proposed prices with available historical information.
- ... Comparison of market survey results.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

(b) Technical Factors:

FACTOR 1 – MANAGEMENT AND TECHNICAL APPROACH

(1) Solicitation Submittal Requirements: The Offeror shall submit a narrative that clearly demonstrates its understanding of an approach to accomplishing the complexity and magnitude of service requirements set forth in the Statement of Work. Factor 1 must be included in the narrative and tabbed in the technical proposal and discussed separately.

(2) Key Personnel. Provide a resume of the individuals participating as instructors or in curriculum development proposed to fill key positions during the performance of this contract. A copy of diplomas for all personnel must be provided as an attachment to each resume.

(a) Personnel Qualifications. A Bachelor of Science (B.S.) or Bachelor of Arts (B.A.) Degree, and 8 years of experience providing aspiring leaders with leadership assessment; personalized leadership development plans; experiential learning activities; core classroom curriculum and training; leadership assessment reporting; training analysis; and summative training.

(3) Provide a brief/preliminary sample curriculum in an outline format for NAVFAC MIDLANT's Emerging Leader Program to demonstrate your understanding of our requirement. Include the following elements:

- Aims
- Target Group
- Program Objectives
- Program Content
- Program Design

- Program Methods
- Resources
- Duration
- Evaluation

The offeror's technical approach/management approach shall address the following question:

... What would your first week of the three in-class training include?

FACTOR 2 – CORPORATE EXPERIENCE

Solicitation Submittal Requirements: Offerors shall provide information on a minimum of one (1) up to a maximum of five (5) Leadership Development Program contracts performed within the past five (5) years, including current (on-going) contracts which must have been performed for at least twelve (12) months. Contracts must be similar in size, scope, and complexity to the current requirement.

For the purposes of this factor's evaluation, size, scope and complexity are defined as follows:

A program in which participants will develop leadership competencies and engage in activities to enhance their individual leadership skills and learn how to work effectively with other leaders toward specific goals.

The Contracting Officer will determine the value and relevancy of such information.

The attached Corporate Experience Form (**Attachment D**) is MANDATORY and SHALL be used to submit all project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages). Include a short description of work performed, contract number, title, size in terms of both dollar amount and facilities involved, location of performance, and points of contact for each contract. Ensure you provide accurate telephone numbers of points of contact. Offerors may include past experience information regarding predecessor companies and key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement.

For all submitted services, the description of the services shall clearly describe the scope of work performed and the relevancy to the service requirements of this RFP.

If the Offeror intends to form a team for this procurement, a discussion of the teaming relationship shall be provided along with a copy of the signed and executed Teaming Arrangement. If the teaming partners are already identified the Offeror shall provide the name of all teaming partners, the anticipated type of teaming arrangements, and address the specific services each member will provide and the applicable experience for each member. In some cases, the offeror may be able to joint venture with another business and not be considered affiliated as long as each member of the joint venture is small under the applicable NAICS code. The limitation on subcontracting will apply to the cooperative effort of the joint venture, not each individual member.

If the Offeror is a Joint Venture (JV), relevant experience should be submitted for services completed by the Joint Venture entity. If the Joint Venture does not have shared experience, experience shall be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(ii) Basis of Evaluation: The standard for Corporate Experience has been met when the offeror has demonstrated adequate experience in successfully performing contracts of similar type work, size and complexity to this requirement within the past five (5) years. For those Offerors with a teaming arrangement, the standard for

Corporate Experience will also consider the experience of the teaming partners. The Offeror's business size is based on the size of the prime contractor (considering applicable NAICS and Representations and Certifications, etc.).

FACTOR 3 – PAST PERFORMANCE

'(i) "Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 2, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Cynthia Brown, Procuring Contracting Officer via email at cynthia.brown@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror."

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984

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52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVFAC Mid-Atlantic
ACQ Core Attn: Cynthia Brown
9742 Maryland Avenue
Bldg. Z-140, Room 320, 1st Floor
Norfolk, VA 23511-3095

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

PROPOSAL REQUIREMENTS (a) The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) (4) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) (4) copies of the technical proposal.

(3) (4) copies of the cost/price proposal.

(c) **TECHNICAL PROPOSAL.** Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the **EVALUATION FACTORS** provision, Section M.

(1) Offers are solicited on an “all or none” basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-
COMPETITIVE ACQUISITION (MY 2001)” in Section L, is hereby modified. Failure to submit offers for all line
items listed shall be cause for rejection of the offer.

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

SECTION M

Section M - Evaluation Factors for Award

BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest price technically acceptable proposal.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.”

3. The Lowest Price Technically Acceptable (LPTA) process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall non-price factor’s rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factor’s proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall non-price factor’s rating of “UNACCEPTABLE” makes a proposal ineligible for award.

5. The number of proposal to be evaluated for technical acceptability may be limited to the five lowest offers at the discretion of the contracting officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time the Government identifies a technically acceptable proposal.

ADJECTIVAL RATINGS/DESCRIPTIONS

The following adjectival ratings and rating descriptions will be used to assign an overall rating to each non-price factors proposal and to assign a rating for each non-price factor, other than past performance.

EVALUATION FACTORS FOR AWARD

The solicitation requires the evaluation of Price (Factor 4) and the following technical factors:

- Factor 1 – Technical Approach/Management
- Factor 2 – Corporate Experience
- Factor 3 – Past Performance

Price - Volume I:

Basis of Evaluation. The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) A comparison of the total proposed prices and each CLIN.
- (ii) A comparison of the proposed prices with the Independent Government Cost Estimate (IGCE), the basis of the IGCE, a narrative addressing any adjustments required to the IGCE as a result of the analysis of price proposals, and the extent the IGCE was relied upon to determine price reasonableness/unreasonableness.
- (iii) Comparison of previously proposed prices and previous Government and commercial prices with current proposed prices for the same or similar service/items, if both the validity of the comparison and the reasonableness of the previous prices(s) can be established.
- (iv) Any suspected mistakes or ambiguities in the price proposals.

Technical Factors - Volume II: The following describes the basis for evaluation for each technical evaluation factors:

FACTOR 1 – TECHNICAL APPROACH/MANAGEMENT

Basis for Evaluation:

- a. The offeror demonstrates an acceptable understanding of the performance objectives and standards.
- b. The proposal provides a feasible technical approach with the capability to, at least, meet solicitation performance objectives and standards.

FACTOR 2 – CORPORATE EXPERIENCE

Basis for Evaluation: The standard for Corporate Experience has been met when the offeror has demonstrated adequate experience in successfully performing contracts of similar type work, size and complexity to this requirement within the past five (5) years. For those Offerors with teaming arrangement, the standard for Corporate Experience will also consider the experience of the teaming partners. The Offeror's business size is based on the size of the prime contractor (considering applicable NAICS and Representations and Certifications, etc.)

FACTOR 3 – PAST PERFORMANCE

Basis for Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System

(FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance.