

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 105	
2. CONTRACT NO.		3. SOLICITATION NO. N00244-16-R-0019	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11 May 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVSUP FLC SAN DIEGO REGIONAL CONTRACTS (CODE 200) 800 SEAL BEACH BLVD BUILDING 239 SEAL BEACH CA 90740-5000		CODE N00244	8. ADDRESS OFFER TO See Item 7		(If other than Item 7)	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 GLORIA E. QUINTERO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 562-626-7074	C. E-MAIL ADDRESS gloria.quintero@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

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 (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) 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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Advanced Environmental Law FFP Provide Advanced Environmental Law - Strategic Environmental Planning Course in accordance with PWS, offering number A-4A-0068. FOB: Destination	5	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Advanced Environmental Management FFP Provide Advanced Environmental Management Course in accordance with PWS, offering number A-4A-0063. FOB: Destination	6	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Advanced Historic Perservation FFP Provide Advanced Historic Preservation & Section 106 Compliance Course in accordance with PWS, offering number A-4A-0073. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Environmental Management System (EMS) FFP Provide Advancing an Effective Environmental Management System (EMS) Course in accordance with PWS, offering number A-4A-0098. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Emergency Planning Community (EPCRA) FFP Provide Emergency Planning & Community Right-to-Know Act (EPCRA) & Toxic Release Inventory (TRI) Reporting Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	EPCRA Section 311/312 FFP Provide EPCRA Section 311/312 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	EPCRA Section 313 Refresher FFP Provide EPCRA Section 313 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Environmental Protection FFP Provide Environmental Protection Course in accordance with PWS, offering number A-4A-0036. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Hazardous Waste Facility Operators FFP Provide Hazardous Waste Facility Operators Course in accordance with PWS, offering number A-493-0076. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Integrated Environmental Management FFP Provide Integrated Environmental Management System & Compliance Auditing Course in accordance with PWS, offering number A-4A-0079. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Introduction to Cultural Resource Mgmt. FFP Provide Introduction to Cultural Resource Management Law & Regulations Course (ICRML&R) in accordance with PWS, offering number A-4A-0070. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Introduction Hazardous Waste Generators FFP Provide Introduction to Hazardous Waste Generators and Handling Course (IHWGH) in accordance with PWS, offering number A-493-0080 FOB: Destination	60	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	National Env. Policy Act (NEPA) FFP Provide National Environmental Policy Act (NEPA) Application Course in accordance with PWS, offering number A-4A-0077. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Natural Resources Compliance FFP Provide Natural Resources Compliance Course in accordance with PWS, offering number A-4A-0087. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Overseas Hazardous Waste FFP Provide Overseas Hazardous Waste Facility Operation Course in accordance with PWS, offering number A-493-0093. FOB: Destination	16	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Overseas Hazardous Waste Generator FFP Provide Overseas Hazardous Waste Generator Course in accordance with PWS, offering number A-493-0094. FOB: Destination	25	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	RCRA for Hazardous Waste Review FFP Provide RCRA for Hazardous Waste Review Course in accordance with PWS, offering number A-493-0081. FOB: Destination	75	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Uniform Federal Policy for QAPP FFP Provide Uniform Federal Policy for Quality Assurance Project Plans Course in accordance with PWS, offering number C.18 - C.18.4. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	DOT Hazardous Waste Manifesting FFP Provide Department of Transportation Hazardous Waste Manifesting - Overview in accordance with PWS, offering number C.19 – C.19.4. FOB: Destination	10	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Basic Course in accordance with PWS, offering number A-493-0075. FOB: Destination	20	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Refresher Course in accordance with PWS, offering number A-493-0074. FOB: Destination	300	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	HAZWOPER - Refresher Self-Paced Online FFP Provide HAZWOPER Refresher Self-paced Online Course in accordance with PWS, offering number A-4A-0074. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	Travel FFP Travel charges will be pre negotiated in accordance with each Task Order PWS. Contractor will not be able to assess additional overhead G&A charges for travel. Travel will be limited the rules and regulation set forth in the Joint Travel Regulations (JTR). FOB: Destination		Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Advanced Environmental Law FFP Provide Advanced Environmental Law - Strategic Environmental Planning Course in accordance with PWS, offering number A-4A-0068. FOB: Destination	5	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Advanced Environmental Management FFP Provide Advanced Environmental Management Course in accordance with PWS, offering number A-4A-0063. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Advanced Historic Perservation FFP Provide Advanced Historic Preservation & Section 106 Compliance Course in accordance with PWS, offering number A-4A-0073. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Environmental Management System (EMS) FFP Provide Advancing an Effective Environmental Management System (EMS) Course in accordance with PWS, offering number A-4A-0098. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Emergency Planning Community (EPCRA) FFP Provide Emergency Planning & Community Right-to-Know Act (EPCRA) & Toxic Release Inventory (TRI) Reporting Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	EPCRA Section 311/312 FFP Provide EPCRA Section 311/312 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	EPCRA Section 313 Refresher FFP Provide EPCRA Section 313 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Environmental Protection FFP Provide Environmental Protection Course in accordance with PWS, offering number A-4A-0036. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Hazardous Waste Facility Operators FFP Provide Hazardous Waste Facility Operators Course in accordance with PWS, offering number A-493-0076. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Integrated Environmental Management FFP Provide Integrated Environmental Management System & Compliance Auditing Course in accordance with PWS, offering number A-4A-0079. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Introduction to Cultural Resource Mgmt. FFP Provide Introduction to Cultural Resource Management Law & Regulations Course (ICRML&R) in accordance with PWS, offering number A-4A-0070. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012 OPTION	Introduction Hazardous Waste Generators FFP Provide Introduction to Hazardous Waste Generators and Handling Course (IHWGH) in accordance with PWS, offering number A-493-0080 FOB: Destination	60	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013 OPTION	National Env. Policy Act (NEPA) FFP Provide National Environmental Policy Act (NEPA) Application Course in accordance with PWS, offering number A-4A-0077. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014 OPTION	Natural Resources Compliance FFP Provide Natural Resources Compliance Course in accordance with PWS, offering number A-4A-0087. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1015 OPTION	Overseas Hazardous Waste FFP Provide Overseas Hazardous Waste Facility Operation Course in accordance with PWS, offering number A-493-0093. FOB: Destination	16	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1016 OPTION	Overseas Hazardous Waste Generator FFP Provide Overseas Hazardous Waste Generator Course in accordance with PWS, offering number A-493-0094. FOB: Destination	25	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017 OPTION	RCRA for Hazardous Waste Review FFP Provide RCRA for Hazardous Waste Review Course in accordance with PWS, offering number A-493-0081. FOB: Destination	75	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1018 OPTION	Uniform Federal Policy for QAPP FFP Provide Uniform Federal Policy for Quality Assurance Project Plans Course in accordance with PWS, offering number C.18 - C.18.4. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1019 OPTION	DOT Hazardous Waste Manifesting FFP Provide Department of Transportation Hazardous Waste Manifesting - Overview in accordance with PWS, offering number C.19 – C.19.4. FOB: Destination	10	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1020 OPTION	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Basic Course in accordance with PWS, offering number A-493-0075. FOB: Destination	20	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1021 OPTION	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Refresher Course in accordance with PWS, offering number A-493-0074. FOB: Destination	300	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1022 OPTION	HAZWOPER - Refresher Self-Paced Online FFP Provide HAZWOPER Refresher Self-paced Online Course in accordance with PWS, offering number A-4A-0074. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1023 OPTION	Travel FFP Travel charges will be pre negotiated in accordance with each Task Order PWS. Contractor will not be able to assess additional overhead G&A charges for travel. Travel will be limited the rules and regulation set forth in the Joint Travel Regulations (JTR). FOB: Destination		Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Advanced Environmental Law FFP Provide Advanced Environmental Law - Strategic Environmental Planning Course in accordance with PWS, offering number A-4A-0068. FOB: Destination	5	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Advanced Environmental Management FFP Provide Advanced Environmental Management Course in accordance with PWS, offering number A-4A-0063. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Advanced Historic Perservation FFP Provide Advanced Historic Preservation & Section 106 Compliance Course in accordance with PWS, offering number A-4A-0073. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Environmental Management System (EMS) FFP Provide Advancing an Effective Environmental Management System (EMS) Course in accordance with PWS, offering number A-4A-0098. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Emergency Planning Community (EPCRA) FFP Provide Emergency Planning & Community Right-to-Know Act (EPCRA) & Toxic Release Inventory (TRI) Reporting Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	EPCRA Section 311/312 FFP Provide EPCRA Section 311/312 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	EPCRA Section 313 Refresher FFP Provide EPCRA Section 313 Refresher Seminar Course in accordance with PWS, offering number A-4A-0082. FOB: Destination	8	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Environmental Protection FFP Provide Environmental Protection Course in accordance with PWS, offering number A-4A-0036. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Hazardous Waste Facility Operators FFP Provide Hazardous Waste Facility Operators Course in accordance with PWS, offering number A-493-0076. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Integrated Environmental Management FFP Provide Integrated Environmental Management System & Compliance Auditing Course in accordance with PWS, offering number A-4A-0079. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011 OPTION	Introduction to Cultural Resource Mgmt. FFP Provide Introduction to Cultural Resource Management Law & Regulations Course (ICRML&R) in accordance with PWS, offering number A-4A-0070. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012 OPTION	Introduction Hazardous Waste Generators FFP Provide Introduction to Hazardous Waste Generators and Handling Course (IHWGH) in accordance with PWS, offering number A-493-0080 FOB: Destination	60	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2013 OPTION	National Env. Policy Act (NEPA) FFP Provide National Environmental Policy Act (NEPA) Application Course in accordance with PWS, offering number A-4A-0077. FOB: Destination	6	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014 OPTION	Natural Resources Compliance FFP Provide Natural Resources Compliance Course in accordance with PWS, offering number A-4A-0087. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015 OPTION	Overseas Hazardous Waste FFP Provide Overseas Hazardous Waste Facility Operation Course in accordance with PWS, offering number A-493-0093. FOB: Destination	16	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2016 OPTION	Overseas Hazardous Waste Generator FFP Provide Overseas Hazardous Waste Generator Course in accordance with PWS, offering number A-493-0094. FOB: Destination	25	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2017 OPTION	RCRA for Hazardous Waste Review FFP Provide RCRA for Hazardous Waste Review Course in accordance with PWS, offering number A-493-0081. FOB: Destination	75	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2018 OPTION	Uniform Federal Policy for QAPP FFP Provide Uniform Federal Policy for Quality Assurance Project Plans Course in accordance with PWS, offering number C.18 - C.18.4. FOB: Destination	2	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2019 OPTION	DOT Hazardous Waste Manifesting FFP Provide Department of Transportation Hazardous Waste Manifesting - Overview in accordance with PWS, offering number C.19 – C.19.4. FOB: Destination	10	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2020 OPTION	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Basic Course in accordance with PWS, offering number A-493-0075. FOB: Destination	20	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2021 OPTION	HAZWOPER Uncontrolled Hazardous Waste FFP Provide HAZWOPER Uncontrolled Hazardous Waste Site Workers - Refresher Course in accordance with PWS, offering number A-493-0074. FOB: Destination	300	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2022 OPTION	HAZWOPER - Refresher Self-Paced Online FFP Provide HAZWOPER Refresher Self-paced Online Course in accordance with PWS, offering number A-4A-0074. FOB: Destination	4	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2023 OPTION	Travel FFP Travel charges will be pre negotiated in accordance with each Task Order PWS. Contractor will not be able to assess additional overhead G&A charges for travel. Travel will be limited the rules and regulation set forth in the Joint Travel Regulations (JTR). FOB: Destination		Each		
<hr/> MAX NET AMT					

SECTION 00100

This is an Indefinite Delivery/ Indefinite Quantity contract (IDIQ). The Government is obligated only to order the minimum guarantee dollar amount of \$1,000 for the entire contract. The Government intends to satisfy the minimum guarantee of \$1,000 with the issuance of the first task order. No minimum guarantees apply to the option periods. Contractors may not invoice against this task order.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

ENVIRONMENTAL TRAINING & COURSE DELIVERY FOR THE CIVIL ENGINEER CORPS OFFICERS SCHOOL (CECOS) ENVIRONMENTAL TRAINING DIVISION, PORT HUENEME CA.

1.0 GENERAL

1.1 Introduction

1.1.1 The Civil Engineering Corps Officer School (CECOS) at Port Hueneme, CA provides customer-oriented quality educational services through progressive instruction and the innovative uses of resources in leadership, Government facilities, Life cycle management (planning, construction acquisition, environmental management, and energy management) and Seabee construction management.

1.1.2 The mission of CECOS is to provide quality engineering facilities management environmental and conservation training to selected personnel in order to enhance skills at the basic, intermediate, and advance levels in order to prepare personnel in their designated specialty or field. The Environmental Education and Training division at CECOS are responsible for developing environmental and natural/cultural resources training in support of the Navy Environmental and Natural Resources Training Program. CECOS Environmental Education and Training Division provides courses covering all four pillars of the Navy's environmental program which are compliance, conservation, clean up (including technologies) and pollution prevention.

1.2 Background: The Navy Environmental and Natural Resources Training Program provide training for Navy military and civilian personnel to perform their jobs in a manner which complies with Federal, State, and local environmental laws and regulations and with Navy policy. This training program has been directed to explore new training technologies, such as computer based interactive courseware and reusable learning objects for cost effective training. CECOS has identified requirements to provide Environmental Instruction around the world to US Naval and DOD facilities/activities.

1.3 Scope

1.3.1 The contractor shall provide education and training services to CECOS Port Hueneme, CA. These services shall provide instruction for Hazardous Waste, Conservation, and other environmental training courses described in this Performance Work Statement (PWS). These courses are offered at various locations world-wide. The courses will be managed at CECOS in Port Hueneme, CA.

1.4 Non-Personal Services and Inherently Government Functions

1.4.1 This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

Inherently Governmental Functions are prohibited on this contract. It is, therefore, understood and agreed that the contractor and /or the contractor's employees and subcontractors shall comply with the requirements of FAR 7.5 to ensure Inherently Governmental Functions are not performed under this contract.

2.0 REQUIREMENTS

2.1 Training Requirements

2.1.1 The data provided herein represents the Government's best estimate of need based on current conditions.

2.1.2 These courses are group-paced, criterion referenced, instructor managed, student participation, lecture/laboratory type instructional system that uses firmly established Navy training procedures. Four of the course offerings are commercial off-the-shelf courses: 1) Hazardous Waste Operators (HAZWOPER) for Uncontrolled Hazardous Waste Site Workers Course, 2) Hazardous Waste Operators (HAZWOPER) for Uncontrolled Hazardous Waste Site Workers Refresher Course, 3) HAZWOPER Refresher Online Class, and 4) Department Of Transportation Hazardous Waste Manifesting. All other courses are Navy-centric and are developed by the Navy Education and Training Command (NETC).

2.1.3 NETC approved courses have set instruction, materials, and presentation. The Interservice Environmental Education Review Board (ISEERB) develops the course material, and drafts instructor guides. Although the contractor (used interchangeably with instructor) may include some personal experience and customization, the contractor cannot make substantive changes to the course instruction without Navy review and approval following an internal Navy process, included as reference in Appendix A. Any change in level of instructional effort would be coordinated through the contract designated Contracting Officers Representative (COR). Current approved course instruction can be found in the current course Instructor Guide (IG), Trainee Guide (TG) along with course Interactive Multi-Media instruction (IMI) material (i.e: PowerPoint presentations (PPT)) – the latest version of the IG/TG and IMI can be obtained from Center for Seabees and Facilities Engineering (CSFE) or the Naval Civil Engineer Corps Officers School (CECOS). This material and all instructions, policy papers, and other like guidance shall also be made available at the Navy Knowledge Online website, <https://www.nko.navy.mil/group/cecos-course-references>. Access to the site is required with use of a DoD Common Access Card (CAC). For contractors with no CAC, one may obtain a copy by contacting Mr. Daniel Jordan by phone at (805) 9822889 or via email at daniel.r.jordan@navy.mil. The Government does not warrant that all information will be up-to-date but will use best efforts to update the information before the date/time for receipt of proposals.

2.1.4 Maximum number of students is capped and controlled by Navy through the registration process. As set forth in the Performance-based Work Statement (PWS), student class size may vary, but classroom course sizes range from 15 to 30 students. Courses cancel with less than the 30 days prior to course schedule can be cancel at no cost to government. For on-line courses, there will be no maximum.

2.1.5 Contractor will be held to the highest academic standards in contract instructor performance, to include in-depth understanding of course material, communication skills, writing skills. Contractor must maintain subject matter expertise throughout course instruction. Any and all instructors, to include substitute teachers or short-term instructors, provided by contractor shall meet standards set forth in the PWS (see Skill or Relevant Experience Requirements per class). Contractor will ensure that students understand the material at the end of the course instruction and per guides (e.g. Instructor Guide, Lesson Plan, Course Description(s)), must ensure that students pass the required exams at the numbers, percentages set forth in the guides. Accordingly, Contractor will be available before and after class sessions to answer questions and give one-on-one guidance to students who are experiencing difficulty. Historically, contractors should be available one-hour before class and up to two-hours after class to answer questions in the classroom.

2.1.6 Contractor will be responsible for distributing material to students, arranging the classroom, and providing equipment to ensure that the course is effectively presented to the students. See Special Requirements listed per class.

2.2 Contract Management and Administration

2.2.1 The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement.

2.2.2 The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions within 45 days prior to requirement to allow sufficient time for government review and response/approval. The contractor shall provide guidance and supervision to their employees for the overall accomplishment of this PWS. The contractor shall provide oversight of performance of contractor employees and resolve any personnel issues that may arise.

2.2.3 Contractor shall not perform any services in advance of an executed task order issued by the warranted Contracting Officer. The Request for Proposal (RFP) contains estimated task order start date, period of performance, special requirements, security clearances, travel locations and any other information deemed appropriate for the respective order, and deadline for receipt of proposal. The RFP may be provided via regular mail, electronic mail, facsimile, or by other means as determined by the contract specialist. Task Orders will be issued in writing on a DD115, order for supplies and services, or the appropriate this agency. Also, (See FAR Clause 252.216-7006 – Ordering).

1.2.4 Each ordering period (CLIN) set forth in the schedule includes an estimated quantity of the dollar value of all orders that will be placed during that ordering period. Offerors should use those estimated quantities for planning purposes and in the preparation of its proposals. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular ordering period.

2.3 Contract Special Considerations/Instructions

2.3.1 The Government does not anticipate that any documentation and/or data developed during contract performance will have proprietary or limited rights/restricted rights legends. Contractor, in accordance with the data rights clauses provided in Section I, must identify any proprietary data it intends to use in advance of contract award. Accordingly, all data, files, documents, software used in contract performance, not otherwise identified in advance, will be considered Government property and provided without restrictive rights legends or markings of any kind.

2.3.2 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Environmental Training Services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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>.

2.4 Location and Hours of Work

2.4.1 For each course (there may be multiple courses on a task order), all Contractor's instructors are required to be on-site for course duration (not on-line courses). Contractor should be available before and after course starts each day to answer questions and/or to prepare students as necessary.

2.4.2 For each course, Contractor shall provide a point of contact (POC) to coordinate with COR on various and/or unique administrative requirements at each course location. POC should be available remotely to discuss outstanding issues well-in-advance of travel. Historically, the POC should make contact at least three weeks in advance of travel and course execution.

2.4.3 For each course, Contractor shall be available by phone to participate in a Government-led debrief within five days of course completion. The debrief historically has been no more than one hour in duration.

2.5 Security and Safety: Work under this contract/task order is UNCLASSIFIED.

2.5.1 Contractor personnel entering the Government facilities shall conform to all of the safety, security and work condition regulations and procedures in effect during the contract period and be subject to such checks as may be deemed necessary to ensure that no violations occur. Contractor personnel shall not be permitted on the Government facilities when such check(s) reveal that the employee's presence would be detrimental to the security of the facility or accomplishment of work.

2.5.2 Contractor is responsible for safeguarding all DoD information while in support of this contract IAW all applicable regulations and policies. The provisions of the Privacy Act of 1974 protect information included in this requirement. The contractor shall apply the provisions and limitations of the Freedom of Information Acts. Any information of a sensitive nature, i.e. PII, shall not be disclosed, copied, modified, used (except in completion of the requirement) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's written express consent. The contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, controlled unclassified information (CIU) and all Government personnel work products that are obtained or generated in the performance of this task order.

2.6 Appointment of Contracting Officer's Representative (COR)

TO BE PROVIDED AT TIME OF AWARD

2.7 Quality Surveillance and Performance Standards

2.7.1 The contractor shall develop and implement a Quality Control Plan (QCP) and procedures for self-inspecting quality, timeliness, responsiveness and customer satisfaction in accordance with the PWS. It shall be incorporated into the Contract.

2.7.2 At a minimum, the Contractor shall evaluate all contract instructors on an annual basis in accordance with the criteria established in their Quality Control Plan. CECOS minimum standards for instructors are on a course by course basis and specified within the purpose section of each course.

2.8 Government Quality Surveillance and Performance Standards

2.8.1 Government will conduct quality surveillance in accordance with the Quality Assurance Surveillance Plan (QASP) provided as Attachment to the solicitation and resultant contract award. Contractor performance will be measured against the specific standards and metrics identified in the QASP.

2.8.2 Instructors are considered "key personnel." Accordingly, Government, by and through the identified COR, retains the right to review key personnel qualifications and those personnel identified to replace or substitute for those key personnel. See NMCARS 5252.237-9400.

C.0 COURSE DELIVERABLES

Course deliverables on the Contract order are each identified by Deliverable ID, Deliverable Name, Deliverable Description, Deliverable travel and Special Requirements.

C.1 **Advanced Environmental Law- Strategic Environmental Planning (AEL) CIN#: A-4A-0068**

C.1.1 Purpose/Objective of Course

Advanced Environmental Law is a four-day seminar that explores law, policy and management of environmental projects. Each year, various environmental topics of timely interest are explored in depth. Major topic areas covered: Strategic Environmental Planning; Coastal and Ocean Resources Law; Compliance and Compatibility Law Update; International Environmental Law; Advanced NEPA Implementation.

This is a Navy Education and Training Command (NETC), Navy owned and approved course with set instruction, materials, and presentation.

C.1.2 Skill or Relevant Experience Requirements

Instructors shall maintain subject matter expertise in environmental law and environmental planning. Further, instructors shall maintain a Master's Degree in environmental planning, environmental engineering and/or in Biology. Instructors shall have experience in planning and demonstrate subject matter expertise.

C.1.3 Task

Contractor shall provide Advanced Environmental Law- Strategic Environmental Planning course, Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.1.4 Special Requirements

Testing: Course Testing Plan available from Navy.

CECOS is responsible for printing course materials.

CECOS is responsible for shipping course materials and classroom materials.

CECOS under arrangements of course director, is responsible for Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc.).

C.2 **Advanced Environmental Management AEM - CIN#: A-4A-0063**

C.2.1 Purpose/Objective of Course

Prepare civilian and military environmental professionals to efficiently and effectively manage environmental programs at Department of the Navy activities and installations. Specific information will be provided on legal requirements, technical, policy, and funding aspects of environmental management.

This is a Navy Education and Training Command (NETC), Navy owned and approved course with set instruction, materials, and presentation.

C.2.2 Skill or Relevant Experience Requirements

Instructor(s) shall maintain extensive subject matter expertise in Advanced Environmental Management, with a special emphasis on Department of Navy's Environmental programs focusing on air and water. Note, contractor should consider multiple instructors for this requirement given the extensive experience requirement outlined.

C.2.3 Task

Contractor shall provide Advanced Environmental Management Course. Contractor shall be available prior to, during the course, while traveling to/from the course, and after instruction related to the course. Each contracted instructor is expected to be present for 2 days of instruction to assist with questions and discussion, plus one instructor available prior to the course for course coordination. Contractor shall provide routine reviews of environmental laws, and/or support with course coordination. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 5 days (40 hours) per class. This class requires two instructors and is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.2.4 Special Requirements

Testing: Course Testing Plan available from Navy.

CECOS is responsible for printing course materials.

CECOS is responsible for shipping course materials and classroom materials.

CECOS under arrangements of course director, is responsible for Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc.).

C.3 Advanced Historic Preservation & Section 106 Compliance (AHP&S106C) CIN#: A-4A-0073

C.3.1 Purpose/Objective of Course

This course is designed to instruct Navy personnel to meet responsibilities under laws, regulations, and directives that govern stewardship of historic and other cultural resources, and to appropriately initiate and conclude consultations required under Section 106 of the National Historic Preservation Act. Upon successful completion of the course, students will be able to properly conduct Section 106 consultations with their State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP) and to draft properly coordinated memoranda of agreement and programmatic agreements, to support Navy mission requirements.

This is a NETC, Navy owned and approved course with ISEERB oversight with set instruction, materials, and presentation.

C.3.2 Skill or Relevant Experience Requirements

Instructors shall maintain subject matter expertise in Historic Preservation and Section 106 Compliance as well as the Navy's programs and efforts with Historic preservation and Section 106 compliance. Note, contractor should consider multiple instructors for this requirement given the extensive experience requirement outlined.

C.3.3 Task

Contractor shall provide Advanced Historic Preservation & Section 106 Compliance. Contractor shall be available prior to, during the course, while traveling to/from the course, and after instruction related to the course. Each contracted instructor is expected to be present for 3 days of instruction to assist with questions and discussion; plus one instructor available prior to the course for course coordination. Contractor shall provide routine reviews of environmental laws, and/or support with course coordination. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 3 days (24 hours) per class. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.3.4 Special Requirements

Testing: Course Testing Plan available from Navy.

CECOS is responsible for printing course materials.

CECOS is responsible for shipping course materials and classroom materials.

CECOS under arrangements of course director, is responsible for Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc.).

C.4 Advancing an Effective Environmental Management System (EMS) - CIN#: A-4A- 0098

C.4.1 Purpose/Objective of Course

Teach students the fundamental process for enhancing their existing EMS program. This course provides training for the systematic enhancement of an installation's Environmental Management System (EMS). The concepts presented will allow the Installation EMS Program Managers (IEPMs) to effectively ensure their existing program will not only sustain but be refined through implementing continual improvement. The course will evaluate the requirements of Executive Order 13514 and detail how to streamline an EMS to ensure installation sustainability. IEPMs will also learn how to train and engage field level process owners to ensure they fully understand how their efforts directly affect the attainment of an installation's objectives and targets. In addition, detailed training will be given on effective use of the latest tools such as EMSweb and the Environmental Compliance Assessment, Training, and Tracking System (ECATTS) to ensure conformance to Navy EMS principles and guidelines.

This is a Navy Education and Training Command (NETC), Navy owned and approved course with set instruction, materials, and presentation.

C.4.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in Environmental Management Systems (EMS) policy and regulations, Navy compliance auditing and the Navy EMS program, and course instructional delivery experience and expertise.

C.4.3 Task

Contractor shall provide Advancing an Effective Environmental Management System Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course.

If class is offered via webinar, contracted instructor is expected to be present via webinar to assist with questions and discussion prior to the course and during the course. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. This course is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 5 per class. (If taught in Webinar format travel and labor during travel not required – for bidding purposes contractor should assume all classes are held in classroom format).

C.4.4 Special Requirements

Testing: Course Testing Plan available from Navy.
CECOS is responsible for print course materials. Currently CECOS makes this trainee guide available on-line. Either CECOS or students will print – contractor not responsible for printed course materials.

Shipping of Materials: N/A Webinar format materials provided via webinar. If in classroom offering needed, CECOS will ship materials – Contractor not responsible.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), to be provided by CECOS.

This class may be taught via Webinar and will require the instructor to access via the internet and may require computer credentials as the course can be delivered via the DOD Defense Connect On-line course.

C.5 Emergency Planning and Community Right-to-Know Act (EPCRA) & Toxic Release Inventory (TRI) Reporting CIN#: A-4A-0082

C.5.1 Purpose/Objective of Course

This course emphasizes in emergency planning, emergency release notification, Safety Data Sheets (SDS) reporting requirements, Tier I and II reporting requirements, toxic chemical release reporting and information required for EPCRA compliance.

It trains Navy civilian and military personnel how to identify facilities subject to reporting requirements under the law, identify the chemicals covered by law, determine when reporting thresholds are triggered, identify applicable reporting exemptions, and complete and submit appropriate reporting forms in accordance with Navy policy, Executive Orders 13423 & 13514 and the Pollution Prevention Act of 1990.

This is a NETC, Navy owned and approved course with set instruction, materials, and presentation.

C.5.2 Skill or Relevant Experience Requirements

Instructor(s) shall maintain subject matter expertise in Emergency Planning and Community Right-to-Know act (EPCRA); Toxic Release (TRI) reporting; and course instructional delivery experience and expertise.

C.5.3 Task

Contractor shall provide Emergency Planning and Community Right-to-Know Act (EPCRA) & Toxic Release Inventory (TRI) reporting course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, one instructor to assist with review of environmental laws and regulations, or with course coordination and planning. Contracted instructors are expected to be present for scheduled instruction and to assist with questions and discussion during course instruction. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 4 days (approximately 32 hours) per class. This class requires two instructors and is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 10 per class.

C.5.4 Special Requirements

Testing: Course Testing Plan available from Navy.

CECOS is responsible for print course materials. Currently CECOS makes this trainee guide available on-line. Either CECOS or students will print – contractor not responsible for printed course materials.

Shipping of Materials: N/A Webinar format materials provided via webinar. If in classroom offering needed, CECOS will ship materials – Contractor not responsible.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), to be provided by CECOS.

This class may be taught via Webinar and will require the instructor to access via the internet and may require computer credentials as the course can be delivered via the DOD Defense Connect On-line course.

C.6 Emergency Planning and Community Right-to-Know Act (EPCRA) Section 311/312 Refresher Seminar CIN#: A-4A-0082

C.6.1 Purpose/Objective of Seminar

This seminar serves as a one day refresher covering EPCRA reporting requirements specifically found under sections 311 and 312 of the federal EPCRA regulations. Seminar emphasizes emergency planning, emergency release notification, SDS reporting requirements, Tier I and II reporting requirements, toxic chemical release reporting and information required for EPCRA compliance.

This is a Navy owned Seminar. This seminar trains Navy civilian and military personnel how to identify facilities subject to reporting requirements under the law, identify the chemicals covered by law, determine when reporting thresholds are triggered, identify applicable reporting exemptions, and complete and submit appropriate reporting forms in accordance with Navy policy, Executive Orders 13423 & 13514 and the Pollution Prevention Act of 1990.

The latest instructional requirements and training materials for this seminar can be obtained from the Civil Engineer Corps Officers School (CECOS) EPCRA course director. This seminar has set instruction, materials and presentation. As this is in seminar format, the contractor is allowed some personalization; however changes to set instruction are not authorized without Navy review and approval. See section 2.1.3 for the instructions to obtain this seminar.

C.6.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in Emergency Planning and Community Right-to-Know act (EPCRA) and be familiar with course materials from COURSE CIN A-4A-0082; Toxic Release (TRI) reporting; and course instructional delivery experience and expertise.

C.6.3 Task

Contractor shall provide EPCRA Section 311/312 Refresher Seminar. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, instructor to assist with review of environmental laws and regulations, or with course coordination and planning. Contracted instructors are expected to be present for scheduled instruction and to assist with questions and discussion during course instruction. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 1 day (8 hours) per class. This class requires one instructor and is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 10 per class.

C.6.4 Special Requirements

CECOS is responsible for print course materials. Currently CECOS makes this trainee guide available on-line. Either CECOS or students will print – contractor not responsible for printed course materials.

Shipping of Materials: N/A Webinar format materials provided via webinar. If in classroom offering needed, CECOS will ship materials – Contractor not responsible.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), to be provided by CECOS.

This class may be taught via Webinar and will require the instructor to access via the internet and may require computer credentials as the course can be delivered via the DOD Defense Connect On-line course.

C.7 Emergency Planning and Community Right-to-Know Act (EPCRA) Section 313 Refresher 2 day Seminar CIN#: A-4A-0082

C.7.1 Purpose/Objective of Seminar

This seminar serves as a two day refresher covering EPCRA reporting requirements specifically found under sections 313 of the federal EPCRA regulations. Seminar emphasizes emergency planning, emergency release notification, SDS reporting requirements, Tier I and II reporting requirements, toxic chemical release reporting and information required for EPCRA compliance.

This is a Navy owned seminar. This seminar trains Navy civilian and military personnel how to identify facilities subject to reporting requirements under the law, identify the chemicals covered by law, determine when reporting thresholds are triggered, identify applicable reporting exemptions, and complete and submit appropriate reporting forms in accordance with Navy policy, Executive Orders 13423 & 13514 and the Pollution Prevention Act of 1990.

The latest instructional requirements and training materials for this seminar can be obtained from the Civil Engineer Corps Officers School (CECOS) EPCRA course director. This seminar has set instruction, materials and presentation. As this is in seminar format, the contractor is allowed some personalization;

however changes to set instruction are not authorized without Navy review and approval. See section 2.1.3 for the instructions to obtain this seminar.

C.7.2 Skill or Relevant Experience Requirements

Instructors shall maintain subject matter expertise in Emergency Planning and Community Right-to-Know act (EPCRA) and be familiar with course materials from COURSE CIN A-4A-0082; Toxic Release (TRI) reporting; and course instructional delivery experience and expertise.

C.7.3 Task

Contractor shall provide EPCRA Section 313 Refresher 2 day Seminar. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, instructor to assist with review of environmental laws and regulations, or with course coordination and planning. Contracted instructors are expected to be present for scheduled instruction and to assist with questions and discussion during course instruction. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 2 day (16 hours) per class. This class requires two contracted instructors and is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 10 per class.

C.7.4 Special Requirements

CECOS is responsible for print course materials. Currently CECOS makes this trainee guide available on-line. Either CECOS or students will print – contractor not responsible for printed course materials.

Shipping of Materials: N/A Webinar format materials provided via webinar. If in classroom offering needed, CECOS will ship materials – Contractor not responsible.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), to be provided by CECOS.

This class may be taught via Webinar and will require the instructor to access via the internet and may require computer credentials as the course can be delivered via the DOD Defense Connect On-line course.

C.8 Environmental Protection - CIN: A-4A-0036

C.8.1 Purpose/Objective of Course

To serve as an introductory seminar-style course on the requirements for environmental protection and natural/cultural resource conservation at Navy and Marine Corps shore facilities.

This is a NETC, Navy owned and approved course with set instruction, materials, and presentation.

C.8.2 Skill or Relevant Experience Requirements

Instructors should maintain subject matter expertise in Environmental Protection and natural/cultural resource conservation as well as course instructional delivery experience and expertise along with Navy Environmental Compliance Program. One instructor will need subject matter expertise in Navy Hazardous Waste and Hazardous Materials program, and second instructor will need subject matter expertise in Navy environmental

water programs. This can be two separate instructors or the same instructor as long as they have expertise in both areas.

C.8.3 Task

Contractor shall provide Environmental Protection Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, one instructor to assist with review of environmental laws and regulations, or with course coordination and planning. Contracted instructors are expected to be present for scheduled instruction and to assist with questions and discussion during course instruction. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. This class requires two instructors and is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 10 per class.

C.8.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

CECOS is responsible for printing of course materials.

Shipping of all class material to each location is the responsibility of CECOS.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), will be provided by CECOS.

C.9 Hazardous Waste Facility Operators (HWFO) CIN#: A-493-0076

C.9.1 Purpose/Objective of Course:

To provide legally mandated training to Navy military and civilian personnel who are responsible for the operation of permitted hazardous waste facilities and less than 90 day hazardous waste accumulation areas in the knowledge necessary to accumulate waste, perform administrative functions and operate a site in accordance with Navy policies, and in compliance with applicable federal, state, and local hazardous materials/hazardous waste (HM/HW) laws and regulations at all times and under all conditions.

This course meets the training requirements for annual refresher training for Introduction to hazardous waste generation and handling and hazardous waste facility operator personnel established by the Resources Conservation and Recovery Act (RCRA), the awareness level training of the Hazardous Material Transportation Uniform Safety Act, the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation 29 CFR 1910.120 (p), HAZWOPER regulation 29 CFR 1910.120(q)(6)(i), and OPNAVINST 5090.1B CH-2.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.9.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in RCRA Hazardous Waste Handling and the US Navy's environmental Hazardous Waste program and policies, as well as course instructional delivery experience and expertise.

C.9.3 Task

Contractor shall provide Hazardous Waste Facility Operators course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, plus an additional time from one instructor to coordination review and incorporation of environmental laws and regulations, or general course coordination and planning. There is no Navy instructor present during this course offering. Contracted instructor is expected to be present for entire length of instruction to assist with question and answer discussions.

In accordance with Navy Standards the course length is approximately 5 days (40 hours) per class. This class requires one instructor. No Navy instructor is present during the delivery of this course. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.9.4 Special Requirements

Testing: Per 29 CFR 1910.120 Administration of a comprehensive knowledge test is required: see course testing plan. A minimum test score of 70% (on a 100-point scale) is required receive a certificate of completion. Contractor IS responsible for printing of test. Approved course test master and Testing Plan available from the Navy.

The contractor is responsible for providing a trainee guide and any needed course materials at the beginning of the course for the student to use. The current approved master copy of the trainee guide is available from the Navy.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom course materials (projector, computer, screen), or needed student materials (pens, note paper, etc.) is the responsibility of the contractor to provide.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include students full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are acceptable, or original hard copies can be sent).

C.10 Integrated Environmental Management System & Compliance Auditing - CIN: A-4A-0079

C.10.1 Purpose/Objective of Course:

To train Navy civilian and military personnel involved in the internal or external Environmental Management System (EMS) and environmental compliance audit processes at shore installations. EMS and environmental compliance audits are required per OPNAVINST 5090.1(series) Environmental Readiness Program Manual. The audit processes evaluate compliance posture, identify strengths and weaknesses of environmental management systems and programs, determine underlying causal factors that may contribute to the occurrence of observed compliance deficiencies, evaluate each of the individual components of an EMS, provide for feedback on the effectiveness of the system, and identify continual opportunities for improvement.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.10.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in Environmental Management Systems policy and regulations; Navy compliance auditing; and course instructional delivery experience and expertise with on-line live course delivery.

C.10.3 Task

Contractor shall provide Integrated Environmental Management System & Compliance Auditing Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course, plus an additional time from one instructor to coordination review and incorporation of environmental laws and regulations, or general course coordination and planning. Contracted instructor is expected to be present for entire length of instruction to assist with question and answer discussions.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. This class requires one instructor. This course is taught in conjunction with Navy instructors. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.10.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

CECOS is responsible for printing course materials. Currently the course materials are made available on-line.

Shipping: N/A. Materials will be made available electronically and/or shipped by CECOS

Classroom or other classroom related materials to be provided by CECOS.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, e-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.11 Introduction to Cultural Resource Management Law & Regulations - ICRML&R - CIN: A-4A-0070

C.11.1 Purpose/Objective of Course

This course is designed to teach, in a seminar format, DoD military and civilian employees to meet responsibilities under laws, regulations, and directives that govern DoD stewardship of cultural resources. This course will introduce students to interagency consultation requirements and procedures. Upon successful completion of the course, students will be able to administer DoD Integrated Cultural Resource Management Plans.

This is a NETC, Navy owned and approved course with ISEERB oversight with set instruction, materials and presentation.

C.11.2 Skill or Relevant Experience Requirements

Instructor(s) should have at least 7 years of subject matter expertise in Federal Cultural Resource Management Laws and Regulations and how they apply to DoD. Specifically the instructor(s) should have experience and expertise working with state historic preservation officers, the Advisory Council on Historic Preservation and Native American organizations. The major statutes and implementing regulations the instructor(s) is expected to be knowledgeable in are: (1) National Historic Preservation Act of 1966; (2) National Environmental Policy Act; (3) Archeological Resources Protection Act of 1979; (4) Archeological and Historic Preservation Act of 1974; (5) Native American Graves Protection and Repatriation Act; and (6) Abandoned Shipwreck Act. The instructor(s) should also have experience with documentation requirements for historic properties, Installation Cultural Resource Monitoring Plans, curation of artifacts and museum collections. Educational background in law, archeology, architecture, historic preservation techniques or other related field is also needed at the Bachelor's Degree level or higher. Routine reviews of environmental laws, incorporating changes into the course and presentations, and/or course coordination.

C.11.3. Task

Contractor shall provide Introduction to Cultural Resource Management Law & Regulations Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each Contracted instructor is expected to be present for 3 days of instruction to assist with questions and discussion, plus one instructor prior to the course for reviews of environmental laws, incorporating changes into the course, etc. Number of hours of actual on-podium time will vary depending on other guest speakers. Navy instructor will be present during each course offering.

In accordance with Navy Standards the course length is approximately 3 days (24 hours) per class. This class requires two instructors. This course is taught in conjunction with Navy instructor. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.11.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

CECOS is responsible for printing all course materials.

Shipping of all class material to each location is the responsibility of the CECOS.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), will be provided by CECOS.

C.12 Introduction to Hazardous Waste Generators and Handling - IHWGH - A-493-0080

C.12.1 Purpose/Objective of Course

To provide ashore Navy military and civilian personnel who generate, handle, or manage hazardous waste with the knowledge and skills to conduct their duties safely and in accordance with the Resource Conservation and Recovery Act (RCRA), applicable state and local hazardous waste laws and regulations, and relevant Navy policies. The course provides legally mandated training in Hazardous Waste operations (40 CFR §§ 262.34, 264.16, 265.16), Department of Transportation (DOT) Awareness (49 CFR § 172.704(a)), and Occupational Safety and Health Administration First Responder Awareness (29 CFR § 1910.120 (q)(6)(i)).

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.12.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in RCRA Hazardous Waste Handling and the US Navy's environmental Hazardous Waste program and policies, as well as course instructional delivery experience and expertise.

C.12.3 Task

Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 3 days (24 hours) per class. This class requires one instructor. No Navy instructor is present during the delivery of this course. Time may be reserved for a local DoD employee to discuss site specific Hazardous Waste issues or processes. This will be coordinated with the contractor by the CECOS course Manager via the COR. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.12.4 Special Requirements

Testing: Per 29 CFR § 1910.120 Administration of a comprehensive knowledge test is required: see course testing plan. A minimum test score of 70% (on a 100-point scale) is required to graduate from the course and receive a certificate of completion. Contractor responsible for printing of test – Approved tests/test questions found in Course Testing Plan and available from the Navy.

The contractor is responsible for providing a trainee guide at the beginning of each course for the student to use. The current approved master copy of the trainee guide is available from the Navy.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom materials (projector, computer, screen), or needed student materials (pens, note paper, etc) is the responsibility of the contractor to provide.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.13 National Environmental Policy Act (NEPA) Application CIN#: A-4A-0077

C.13.1 Purpose/Objective of Course

This course provides an in-depth analysis of the NEPA process and managerial level responsibilities and legal requirements that flow from the law. The goals, objectives and mandates of NEPA and Executive Order 12114 and how these are integrated into planning actions are discussed in this course. Navy environmental professionals who attend this seminar will leave the course with working knowledge on NEPA, including Navy implementing regulations, application to the base closure and realignment process, case law, NEPA document preparation, and public involvement requirements.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.13.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in NEPA Laws and Regulations.

C.13.3 Task

Contractor shall provide National Environmental Policy Act (NEPA) Application course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Contractor shall provide routine reviews of environmental laws, and/or support with course coordination. Each Contracted instructor is expected to be present for all days of instruction to assist with questions and discussion and prior to the course. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 3 days (24 hours) per class. This class requires 1 instructor. Class is delivered in conjunction with Navy instructor. Student ratios are: maximum of 25 students, minimum of 15 per class.

C.13.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

The contractor is responsible for providing a trainee guide at the beginning of each course for the student to use. The current approved master copy of the trainee guide is available from the Navy.

Shipping of all class material to each location is the responsibility of the Contractor.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc.), will be provided by CECOS

C.14 Natural Resources Compliance – NRC - CIN: A-4A-0087

C.14.1 Purpose/Objective of Course

The course instructs DoD (all services) and Coast Guard personnel to identify, understand, and meet responsibilities under laws, regulations, and directives that govern stewardship of fish, game, and wildlife; protection of wetlands, waterways, and other special ecological areas; and management of forest and other land use within the content of the military mission. This course covers mandatory interagency cooperation procedures and Integrated Natural Resource Management Plan (INRMP) implementation.

This is a NETC, Navy owned and approved course, with ISEERB oversight with set instruction, materials and presentation.

C.14.2 Skill or Relevant Experience Requirements

Instructors should have subject matter expertise in Natural Resource Compliance and related regulations.

C.14.3 Task

Contractor shall provide Natural Resources Compliance Course. Contractor shall be available to, during the course and while traveling to/from the course, and after instruction related to the course. Contractor shall provide routine reviews of environmental laws, and/or support with course coordination. Each Contracted instructor is expected to be present for all days of instruction to assist with questions and discussion and prior to the course. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. This class requires two instructors. Class is delivered in conjunction with Navy instructor. Student ratios are: maximum of 35 students, minimum of 15 per class.

C.14.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

Printed materials: CECOS is responsible for printing all course materials.

Shipping of all class material to each location is the responsibility of CECOS.

Classroom reservations/rental, classroom materials (projector, computer, screen), student materials (pens, paper, etc), will be provided by CECOS.

C.15 Overseas Hazardous Waste Facility Operation -OHWFO - CIN: A-493-0093

C.15.1 Purpose/Objective of Course

This course provides ashore Navy military and civilian personnel who generate, handle, or manage hazardous waste with the knowledge and skills to conduct their duties safely and in accordance with the Overseas Environmental Baseline Guidance Document (OEBGD), Country Specific Final Governing Standards, Status of Forces Agreements, Treaties, applicable Host Nation hazardous waste laws and regulations, and relevant Navy policies.

Annually there are offering of the course in Spain, and Italy that are provided in Host Nation language. The contractor is to provide an acceptable host nation language instructor for these offerings. Materials for these offerings include trainee guides and instructor guides in Host Nation Language have been translated from the course materials and master copies are available from CECOS.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.15.2 Skill or Relevant Experience Requirements

Instructor should have subject matter expertise in RCRA Hazardous Waste Handling and the US Navy's environmental Hazardous Waste program and policies, Host Nation Hazardous Waste regulations, DoD FGS and OEBGD regulations, as well as course instructional delivery experience and expertise.

C.15.3 Task

Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

Notes: 1) No Navy Government instructor is present for the class unless performing course review and maintenance. Various installations may provide a guest speaker for up to 1.5 hour to discuss location requirements.

2) There are specific offerings that are provided in host nation language. It is the responsibility of the contractor to arrange and provide an acceptable host nation language speaking instructor for these offerings.

3) Be aware that some costs for hotel and travel in foreign locations is conducted in local host nation currency and the dollar to host nation currency rate can fluctuate. It is the responsibility of the contractor to incorporate this in cost bidding; any increase costs caused by fluctuations will be the responsibility of the contractor.

4) Prior to course delivery at Spanish installations, contractor must obtain and have Spanish Insurance as a pre-requirement to accessing the installation. When Overseas Hazardous Waste Facility Operations (OHWFO) and Overseas Hazardous Waste Generator (OHWG) courses are held in Spain, the contractor shall ensure that they are in full compliance with DFARS 252.228-7006. Since Spanish civil liability insurance need only be purchased when the classes are scheduled to be held in Spain, the Government intends to reimburse the contractor for the amount of the insurance premium.

In accordance with Navy Standards the course length is approximately 4 days (32 hours) per class. This class requires one instructor. No Navy instructor is present during the delivery of this course. Time may be reserved for local DOD employees to discuss facility or regional specific issues including DLA waste turn in processes, this will be coordinated with the contractor by the CECOS course director via the COR. Student ratios are: maximum of 20 students, minimum of 10 per class.

C.15.4 Special Requirements

Testing: Administration of a comprehensive knowledge test is specified in Testing Plan. Master copies of testing plan and test are available from the Navy. Contractor is responsible for printing tests in English or Host nation language.

Either in English or Host nation language (Spanish version or Italian version) - the contractor is responsible for printing and providing a trainee guide at the beginning of the course for each student. The current approved master copy of the trainee guide is available from the Navy. If a course is to be offered in host Language in Spain or Italy, it will be specified at the time of delivery order request.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom materials (projector, computer, screen), or needed student materials (pens, note paper, etc.) is the responsibility of the contractor to provide.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.16 Overseas Hazardous Waste Generator – OHWG - A-493-0094

C.16.1 Purpose/Objective of Course

This course provides information for overseas Ashore Navy military and civilian personnel who generate hazardous waste with sufficient knowledge to conduct their duties safely and in accordance with the following:

- Overseas Environmental Baseline Guidance Document (OEBGD),
- Final Governing Standards,
- Status of Forces Agreements,
- Treaties (between the United States and Host Nation),
- Applicable Host Nation hazardous waste laws and regulations, and relevant Navy policies.

Annually there are offerings of the course in Spain and Italy that are provided in Host Nation language. The contractor is to provide an acceptable host nation language instructor for these offerings. Materials for these offerings include trainee guides and instructor guide in Host Nation Language have been translated from the course materials and master copies are available from CECOS or CSFE.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.16.2 Skill or Relevant Experience Requirements

Instructor should have subject matter expertise in RCRA Hazardous Waste Handling and the US Navy's environmental Hazardous Waste program and policies, Host Nation Hazardous Waste regulations, Navy FGS and OEBGD regulations, as well as course instructional delivery experience and expertise.

C.16.3 Task

Contractor shall provide Overseas Hazardous Waste Generator Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 1 day (8 hours) per class. This class requires one instructor. No navy instructor is present during delivery of the course. Student ratios are: maximum of 20 students, minimum of 10 per class.

Notes: 1) No Navy Government instructor is present for the class unless performing course review and maintenance. Various installations may provide a guest speaker for up to 1 hour to discuss location requirements.

2) There are specific offerings that are provided in host nation language. It is the responsibility of the contractor to arrange and provide an acceptable host nation language speaking instructor for these offerings.

3) Be aware that some costs for hotel and travel in foreign locations is conducted in local host nation currency and the dollar to host nation currency rate can fluctuate. It is the responsibility of the contractor to incorporate

this in cost bidding; any increase costs caused by fluctuations will be the responsibility of the contractor.

4) Prior to course delivery at Spanish installations, contractor must obtain and have Spanish Insurance as a pre-requirement to accessing the installation. When Overseas Hazardous Waste Facility Operations (OHWFO) and Overseas Hazardous Waste Generator (OHWG) courses are held in Spain, the contractor shall ensure that they are in full compliance with DFARS 252.228-7006. Since Spanish civil liability insurance need only be purchased when the classes are scheduled to be held in Spain, the Government intends to reimburse the contractor for the amount of the insurance premium.

C.16.4 Special Requirements

Testing: Administration of a comprehensive knowledge test is specified in Testing Plan. Master copies of testing plan and test are available from the Navy. Contractor is responsible for printing tests in English or Host nation language.

Either in English or Host nation language (Spanish version or Italian version) - the contractor is responsible for printing and providing a trainee guide at the beginning of the course for each student. The current approved master copy of the trainee guide is available from the Navy. If a course is to be offered in host Language in Spain or Italy, it will be specified at the time of delivery order request.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom materials (projector, computer, screen), or needed student materials (pens, note paper, etc) is the responsibility of the contractor to provide.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.17 RCRA for Hazardous Waste Review - A-493-0081

C.17.1 Purpose/Objective of Course

To provide annual, mandated training to Navy military and personnel who are responsible for the operation of permitted hazardous waste facilities and less than 90 day hazardous waste accumulation areas. This course updates personnel regarding information, methods, and techniques needed to perform their ashore responsibilities safely, in accordance with Navy policies, and in compliance with applicable federal, state, and local hazardous materials/hazardous waste (HM/HW) laws and regulations.

This course meets the training requirements for annual refresher training for Introduction to hazardous waste generation and handling and hazardous waste facility operator personnel established by the Resources Conservation and Recovery Act (RCRA), the awareness level training of the Hazardous Material Transportation Uniform Safety Act, the Hazardous Waste Operations and Emergency Response

(HAZWOPER) regulation 29 CFR 1910.120 (p), HAZWOPER regulation 29 CFR § 1910.120(q)(6)(i), and OPNAVINST 5090.1B CH-3.

This is a NETC, Navy owned and approved course with set instruction, materials and presentation.

C.17.2 Skill or Relevant Experience Requirements

Instructor should have subject matter expertise in RCRA Hazardous Waste Handling and the US Navy's overall hazardous waste program as well as course instructional delivery experience and expertise.

C.17.3 Task

Contractor shall provide RCRA for Hazardous Waste Review Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each Contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 1 day (8 hours) per class. This class requires one instructor. No Navy instructor is present for this course. Various installations may provide a guest speaker for up to 1 hour to discuss location requirements. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.17.4 Special Requirements

Testing: Per 29 CFR § 1910.120 Administration of a comprehensive knowledge test is required: see course testing plan. A minimum test score of 70% (on a 100-point scale) is required to graduate from the course and receive a certificate of completion. Contractor responsible for printing of test – Approved tests/test questions found in Course Testing Plan and available from the Navy.

The contractor is responsible for printing course materials at the beginning of each course for the student to use. The current approved master copy of the trainee guide is available from the Navy.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom materials (projector, computer, screen), or needed student materials (pens, note paper, etc) is the responsibility of the contractor to provide.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.18 Uniform Federal Policy for Quality Assurance Project Plans

CIN#: A-4A-0095

C.18.1 Purpose/Objective of Course

This is an Inter-service Environmental Education Review Board (ISEERB) approved course and the audience for training can include Department of the Navy, other Department of Defense Components, the Environmental Protection Agency, and Department of Homeland Security US Coast Guard.

The purpose of this course is to train personnel on the Intergovernmental Data Quality Task Force (IDQTF) Uniform Federal Policy (UFP) for Quality Assurance Project Plans (QAPPs). To enable personnel to participate as a member of a project team using the UFP-QAPP documents to develop, review, and implement QAPPs that:

- Are consistent with the UFP,
- Document the Systematic Planning Process, and
- Support the generation/collection of defensible environmental data of known and document quality appropriate for their intended use.

This is a NETC, Navy owned and approved course with ISEERB oversight with set instruction, materials and presentation.

C.18.2 Skill or Relevant Experience Requirements

Instructor should have subject matter expertise in the Uniform Federal Policy for Quality Assurance Project Plans and DoD Data Quality Objectives program as well as course instructional delivery experience and expertise. One instructor should have knowledge and expertise in DoD and Navy MMR program and use of UFP QAPP within MMR program.

C.18.3 Task

Contractor shall provide Uniform Federal Policy for Quality Assurance Project Plans Course. Contractor shall be available prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each Contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

In accordance with Navy Standards the course length is approximately 2 day (16 hours) per class. This class requires two instructors. Class is delivered in conjunction with Navy instructor. Various installations may provide a guest speaker for up to 1 hour to discuss location requirements. Student ratios are: maximum of 40 students, minimum of 15 per class.

C.18.4 Special Requirements

Testing: Course Testing Plan available from the Navy.

Course materials are printed and provided by CECOS.

Shipping of all class material to each location is the responsibility of CECOS.

Any needed classroom materials (projector, computer, screen), or needed student materials (pens, note paper, etc.) is the responsibility of CECOS and will be shipped to the training site at no cost to the contractor.

Classroom reservations and cost for class rental shall be the responsibility of CECOS in coordination with the training location POC and shall be arranged at least 2 weeks prior to the course offering.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the

Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

Courses C.19 to C.22 are all off-the-shelf environmental courses that lead directly to the certification on Navy personnel hazardous waste operations.

C.19 Department Of Transportation Hazardous Waste Manifesting –Overview 8Hr

C.19.1 Purpose/Objective of Course

This course is designed to provide an overview and review of the Department of Transportations (DOT) Hazardous Material/Hazardous Waste manifesting requirements for DoD and Coast Guard with an Emphasis on Hazardous Waste turn-in to the Defense Logistics Agency. This course should be in line with the DOT training requirements (49 CFR 172, subpart H), examples of subjects touched on include Hazardous Material and Hazardous Waste identification and classification; HW manifest shipping papers, marking; labeling; placarding; emergency response information; Hazardous Material transportation security.

This is a contractor owned off the Shelf course (COTS). Navy and NETC do not own the instructional materials to the class. Instruction and course materials should be developed or be available from contractor and follow in line with requirements found in 49 CFR 172, subpart H. A contractor owned master copy of the course instructor guide and trainee guide shall be made available to the Navy for review and approval prior to the first offering of the course under this contract.

C.19.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in DOT, DoD, and Coast Guard Hazardous Waste Operations and requirements for transportation; and course instructional delivery experience and expertise. Trainers shall maintain qualifications to instruct about the subject matter that is being presented in training. Such trainers shall have satisfactorily completed a training program for teaching the subjects they are expected to teach, or they shall have the academic credentials and instructional experience necessary for teaching the subjects. Instructors shall demonstrate competent instructional skills and knowledge of the applicable subject matter.

C.19.3 Task

Contractor shall provide Department Of Transportation Hazardous Waste Manifesting –Overview 8Hr course. Contractor shall be present prior to, during the course and while traveling to/from the course, and after instruction related to the course. Each Contracted instructor is expected to be present for instruction and to assist with questions and discussion. Number of hours of actual on-podium time will vary depending on other guest speakers.

The course length is approximately 2 day (16 hours) per class. This class requires 1 instructor. Navy instructor is not present during delivery of course. Various installations may provide a guest speaker for up to 1/2 hour to discuss location requirements. Student ratios are: maximum of 30 students, minimum of 15 per class.

C.19.4 Special Requirements

Testing: Since this is a COTS, contractor maintains test and testing plan, test and testing plan shall be provided by the contractor to the Navy for review and approval prior to the first offering of this course under the contract. Printing of tests is responsibility of the contractor.

The contractor is responsible for providing a trainee guide at the beginning of the course for the student to use. Since this is a COTS, the contractor maintains the master copy of the trainee guide and instructor guide. The contractor shall provide a copy of the trainee guide and instructor guide to the Navy for review and approval prior to the first offering of this course under the contract. Printing of trainee guide is responsibility of the contractor.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom course materials (projector, computer, screen), or needed student materials (pens, note paper, etc.) is the responsibility of the contractor to provide.

Classroom reservations/rental, classroom course materials (projector, computer, screen), student materials (pens, paper, etc.), to be provided by contractor. Location of course to be coordinated and approved by CECOS.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.20 HAZARDOUS WASTE OPERATORS (HAZWOPER) for Uncontrolled Hazardous Waste Site Workers 40 Hr Basic CIN#: A-4A-0075

C.20.1 Purpose/Objective of Course:

This course is designed to provide the initial 40 hours of training required by 29 CFR 1910.120, HAZWOPER, for Officers, enlisted, and civilian civil engineering, and other environmental professionals (i.e., environmental protection specialist, chemists, toxicologists, public affairs personnel, judge advocates) who require training for hazardous waste operations or remediation activities at Environmental Protection Agency (EPA) National Priority List (NPL) sites, Resources Conservation and Recovery Act (RCRA) sites, DoD Installation Restoration Program sites or sites that have been designated for clean-up by state or local governmental authorities. Title 29 Code of Federal Regulations (CFR) 1910.12 sets the standards for instruction and accreditation.

C.20.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in Hazardous Waste Operations (HAZWOPER) within the Department of Defense and US Navy; Federal CERCLA and OSHA regulations; Navy Environmental Restoration Program; and course instructional delivery experience and expertise. Trainers shall maintain qualifications to instruct about the subject matter that is being presented in training.

C.20.3 Task

Contractor shall meet all regulatory standards for course presentation to ensure student accreditation.

Per 29 CFR 1910.120: Demonstration: How to don and doff Level A, B and C ensembles. For Level D, the instructor may describe Level D protection.

Per 29 CFR 1910.120: Workshop: Level B dress out. In this workshop, as a minimum requirement, the students shall don and doff a Level B ensemble under the supervision of the instructor. The manner of conducting the workshop in groups, or individually, is at the discretion of the instructor.

Per 29 CFR 1910.120: Workshop: Use of monitoring equipment. In this workshop, the instructor shall show various types of monitoring equipment to the students, to include, and how to effectively read/utilize this equipment: Combustible gas detectors, oxygen (O₂) meters, colorimetric tubes, pH papers and meters, carbon monoxide (CO) meters, explosimeter, radiation detection instruments).

Per 29 CFR 1910.120: Demonstration: Decontamination Procedures. Instructor will be required to describe and show various decontamination procedures and equipment to the students.

The course length is approximately 5 days (40 hours) per class.–This class requires two instructors In accordance with Navy Safety Standards, two instructors are required to be present to provide instruction and use of level A suites. No Navy instructor is present during the delivery of this course. Maximum number of Students: 32; Minimum: 15 per class.

C.20.4 Special Requirements

Contractor will meet standards set by regulation. It will be responsible for providing students with all reading material, training guides, tests.

Contractor shall be responsible for all training guides, reading material, equipment, room reservation and set up, pens, note papers, etc.

The instructor (with student assistance) shall set up a decontamination station.

Any needed classroom course materials (projector, computer, screen), or needed student materials (pens, note paper, etc) is the responsibility of the contractor to provide.

Classroom reservations/rental, classroom course materials (projector, computer, screen), student materials (pens, paper, etc), to be provided by contractor. Location of course to be coordinated and approved by CECOS course director.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include students full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C. 21 HAZWOPER for Uncontrolled Hazardous Waste Site Workers – 8 hour annual Refresher CIN: A-4A-0074

C.21.1 Purpose/Objective of Course

This course is designed to provide the 8 hours of HAZWOPER refresher training as required by 29 CFR 1910.120, HAZWOPER, for Officers, enlisted, and civilian civil engineering, and other environmental professionals (i.e., environmental protection specialist, chemists, toxicologists, public affairs personnel, judge advocates) who require training for hazardous waste operations or remediation activities at Environmental Protection Agency (EPA) National Priority List (NPL) sites, Resources Conservation and Recovery Act (RCRA) sites, DoD Installation Restoration Program sites or sites that have been designated for clean-up by state or local governmental authorities. The HAZWOPER Refresher 8 Hour course is designed to provide a review and update of health and safety information to Navy civilian and military personnel to perform their duties safely and in compliance with Federal regulations.

This is a contractor owned off the shelf course (COTS). Navy and NETC do not own the instructional materials to the class. Minimum requirements for instruction are dictated under the 29 CFR 1910.121. A contractor owned master copy of the course instructor guide and trainee guide shall be made available to the Navy for review and approval prior to the first offering of the course under this contract. Any changes or addition to course materials that the contractor needs to make in order to maintain compliance with 29 CFR 1910.121 will still need to be coordinated and approved via a Navy approval process prior to delivery of instruction.

C.21.2 Skill or Relevant Experience Requirements

Instructor shall maintain subject matter expertise in Hazardous Waste Operations within the Department of Defense and US Navy; Federal CERCLA and OSHA regulations; Navy Environmental Restoration Program; and course instructional delivery experience and expertise.

C.21.3 Task

Contractor shall provide HAZWOPER for Uncontrolled Hazardous Waste Site Workers – 8 hour annual Refresher course. Contractor shall provide all oversight and coordination prior to, during the course and while traveling to/from the course, and after instruction related to the course, plus an additional time from one instructor to coordination review and incorporation of environmental laws and regulations, or general course coordination and planning. There is no Navy instructor present during this course offering. Contracted instructor is expected to be present for entire length of instruction to assist with question and answer discussions.

The course length is approximately 1 day (8 hours) per class. This class requires one instructor. There is no Navy instructor present during the delivery of this course. Student ratios are: maximum of 32 students, minimum of 15 per class.

C.21.4 Special Requirements

Testing: Per 29 CFR 1910.120 Administration of a comprehensive knowledge test is required: A minimum test score of 70% (on a 100-point scale) is required. Contractor is responsible for printing of test. Since this is a COTS, contractor maintains test and testing plan, test and testing plan shall be provided by the contractor to the Navy for review and approval prior to the first offering of this course under the contract. Unit price shall include any printing charges.

The contractor is responsible for providing a trainee guide at the beginning of the course for the student to use. Since this is a COTS, the contractor maintains the master copy of the trainee guide and instructor guide. The contractor shall provide a copy of the trainee guide and instructor guide to the Navy for review and approval prior to the first offering of this course under the contract. Unit price shall include any printing charges.

Shipping of all class material to each location is the responsibility of the contractor.

Any needed classroom course materials (projector, computer, screen), or needed student materials (pens, note paper, etc.) is the responsibility of the contractor to provide.

Classroom reservations/rental, classroom course materials (projector, computer, screen), student materials (pens, paper, etc.), to be provided by contractor. Location of course to be coordinated and approved by CECOS.

Contractor is responsible for collecting student attendance information on a sign-in sheet for each course offering. Contractor is responsible to send (e-mail or fax) the sign-in sheet to the Navy within 3 days of course commencement. Sign in sheet should include student's full name including middle initial; command, phone number, E-mail address.

Contractor is responsible for providing and collecting student critiques at the end of each course offering. A master copy of the student critique form is available from the CECOS course director. An original or a copy of all collected student critiques shall be sent to the Navy for each course offering (E-mail and Fax copies are OK, or original hard copies can be sent).

C.22 HAZWOPER– Refresher 8 hour self-paced Online CIN: A-4A-0074

C.22.1 Purpose/Objective of Course:

This is an on-line delivered offering of the 8-hour Hazwoper refresher and is delivered as an off the shelf program owned and operated by the contractor or subcontractor COTS. At a minimum the on-line course shall provide the 8 hours of HAZWOPER refresher training as required by 29 CFR 1910.120, HAZWOPER, for Officers, enlisted, and civilian civil engineering, and other environmental professionals (i.e., environmental protection specialist, chemists, toxicologists, public affairs personnel, judge advocates) who require training for hazardous waste operations or remediation activities at Environmental Protection Agency (EPA) National Priority List (NPL) sites, Resources Conservation and Recovery Act (RCRA) sites, DoD Installation Restoration Program sites or sites that have been designated for clean-up by state or local governmental authorities. The HAZWOPER Refresher 8 Hour course is designed to provide a review and update of health and safety information to Navy civilian and military personnel to perform their duties safely and in compliance with Federal regulations.

This is a contractor owned off the shelf course (COTS). Navy and NETC do not own the instructional materials to the class. Minimum requirements for instruction are dictated under the 29 CFR 1910.121.

C.22.2 Skill or Relevant Experience Requirements

On-line self-paced course, does not require instructor present during course of instruction on-line. Requires instructor to answer questions via E-mail. Instructor shall maintain subject matter expertise in Hazardous Waste Operations within the Department of Defense and US Navy; Federal CERCLA and OSHA regulations; Navy Environmental Restoration Program; and course instructional delivery experience and expertise.

C.22.3 Task

Contractor shall provide HAZWOPER– Refresher 8 hour self-paced Online course. Contractor shall coordinate student access with CECOS COR to provide all on-line access to course for students. Any requests received from students directly to contractor will be forwarded to COR for review and approval prior to

granting access to on-line course. Contractor shall grade on-line test and provide remediation if necessary. Contractor shall make instructor available during set business hours to answer any questions that arise from on-line course. Contractor shall report all students that have completed course on a routine basis to CECOS via the COR. There is no Navy instructor present during this course offering as this is self-paced.

The course length is approximately 1 day (8 hours) per class. Instructor must be made available for any questions from students within 3 working days. This is a per approved student request, so there is no set max or min ratio.

C.22.4 Special Requirements

Testing: Per 29 CFR 1910.120 Administration of a comprehensive knowledge test is required: A minimum test score of 70% (on a 100-point scale) is required. Test shall be performed on-line as part of the course. Since this is a COTS contractor maintains test and testing plan, test and testing plan shall be provided by the contractor to the Navy for review and approval prior to the first offering of this course under the contract.

Course Length: Length of student interaction on line must be a minimum of 8 hours in order to meet training time requirements. 8 hours on-line must be ensured and timed into on-line delivery.

Estimated Number of Course Offerings Per Year

Course	*Estimated # of Offerings each Year
1. Advanced Environmental Law - Strategic Environmental Planning	5
2. Advanced Environmental Management	6
3. Advanced Historic Preservation & Section 106 Compliance	4
4. Advancing an Effective Environmental Management System (EMS)	4
5. Emergency Planning Right-to-Know Act (EPCRA) and Community & Toxic Release (TRI) Reporting	8
6. Emergency Planning Right-to-Know Act (EPCRA) and Community & Toxic Release (TRI) 311/312 Refresher	8
7. Emergency Planning Right-to-Know Act (EPCRA) and Community & Toxic Release (TRI) 313 Refresher	8
8. Environmental Protection	6
9. Hazardous Waste Facility Operators	2
10. Integrated Environmental Management System & Compliance Auditing	6
11. Introduction to Cultural Resource Management Law & Regulations	4
12. Introduction to Hazardous Waste Generators and Handling	60
13. National Environmental Policy Act (NEPA) Application	6
14. Natural Resources Compliance	4
15. Overseas Hazardous Waste Facility Operations	16
16. Overseas Hazardous Waste Generator	25
17. RCRA for Hazardous Waste Review	75
18. Uniform Federal Policy for Quality Assurance Project Plans	2
19. Department Of Transportation Hazardous Waste Manifesting –Overview	10
20. HAZWOPER for Uncontrolled Hazardous Waste Site Workers – Refresher	20
21. HAZWOPER–Refresher Online	300
22. HAZWOPER for Uncontrolled Hazardous Waste Site Workers – Basic	4

C.23 Travel

This CLIN covers costs associated with travel for routine classes covered by delivery of CLINS C.1 to C.22 with the exception of C.21 which is an on-line self-paced course that does not require instructor to be present during course.

Location and dates of travel will be requested and specified in the task orders at the time of request for quote. Generally the schedule and location of classes is known at least 1 month to 1 year prior to course delivery so coordination for travel will generally not need to be performed last minute.

Classes are routinely held throughout CONUS and OCONUS at Navy and Marine Corp installations as well as other federal and private facilities.

In the event of a travel delay due to Government requirement, additional costs incurred due to delay can be reimbursed.

All travel cost incurred for the life of the contract shall be in accordance with the Joint Federal Travel Regulations (JTR). (JFTR—VOL 1 Joint Federal Travel Regulations, Volume 1, JFTR-VOL2 Joint Federal Travel Regulations, Volume 2) Travel claims for reimbursable expenses shall be submitted within 5 working days after

completion of travel with submission of proper documentation (receipts). Invoice amount shall detail the actual cost of the per diem and travel expenses.

Historically the annual costs that CECOS has spent on travel ranges from \$250,000 to \$252,000. Travel cost is anticipated, for bidding purposes price for travel is not required, travel cost will be negotiated at a firm fixed price with each task order.

CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of

personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Quality Assurance Surveillance Plan (QASP)

Introduction and Purpose

This Quality Assurance Surveillance Plan (QASP) has been developed in conjunction with the Performance Work Statement (PWS) for providing Environmental Training and Services for the Civil Engineer Corps Officers School (CECOS), Environmental Training Division. This plan sets forth procedures and guidelines that will be used in evaluating the performance of the Contractor.

- a) The purpose of the QASP is to provide the Government's Contracting Officer's Representative (COR) an effective and systematic method of surveillance for each service in the SOW. The QASP provides the means to evaluate whether the Contractor is meeting the performance objectives stated in the PWS.
- b) The QASP will be primarily used as a tool to verify that the Contractor has implemented a quality control process, which provides the quality of output the U.S. Navy deems necessary in the performance of Instructional Services. The Contractor is the owner of the quality control process and is responsible for developing, implementing, and modifying procedures that will produce the desired outcomes and result in performance of work within the required standards.
- c) The COR will conduct an initial review of the quality control process to verify its adequacy. During the course of service performance, the COR will monitor the process for managing performance in a safe, efficient, and quality manner. Levels of surveillance will initially be set to assure the COR that requirements of the SOW are being met and that a process exists and is in place to ensure quality. If, during the course of this surveillance, the COR discovers that the Contractor is not complying with the established level of quality, the level of surveillance may be increased. If performance exceeds standards, surveillance may be decreased.

2. Methods of Surveillance

- a) Surveillance methods will vary according to the service or output being monitored. The various methods described may be employed at the discretion of the COR and may be changed without any modification to the contract or notice to the Contractor.
- b) The initial levels of surveillance have been determined with consideration given to the importance of the work, the value of the work, the quantity of the work, the location of the work, and the quality assurance staff available. The Government's intent is to minimize the level of the Government involvement and allow the Contractor to responsibly perform the contract standards.
- c) The primary methods of surveillance used to monitor performance of this contract will be planned sampling of course critiques, scheduled or unscheduled instructor evaluations and validated customer complaints. In addition, on-site inspection and unscheduled/incidental inspections during course delivery will be used as supporting methods. Surveillance may be performed by COR or Navy instructor present in a course offering acting as a reviewer on behalf of COR.
- d) There are three levels of surveillance.
 - 1) Level I - Reduced: applied in the case of exceptional Contractor performance.
 - 2) Level II - Normal: applied to good but not exceptional Contractor performance. This level is to be used when the contract is first implemented.

3) Level III – Increased: applied in the case of poor Contractor performance.

e) Customer complaint/survey: A frequently used primary or supportive method of surveillance whereby any customer that observes unacceptable services (incomplete, improperly performed, or not performed) should immediately contact the COR. The customer complaint shall be considered valid upon receipt from the customer, but will be investigated by the COR. If valid, the COR, with consultation from the Contractor, will inform the customer of the approximate time the defect(s) will be corrected and advise the customer to contact the COR if not corrected. The COR will consider customer complaints resolved unless notified otherwise by the customer. If complaints appear to be systematic in nature (the process/procedure rather than isolated unrelated incidents), the COR will advise the Contractor to take corrective action until performance improves and a solution/resolution is reached.

f) Contract Discrepancy Reports (CDR) are written to identify documented cases of poor Contractor performance. They are issued by the COR and forwarded to the Contracting Officer with a copy sent to the Contractor. The Contractor must reply in writing within three (3) days of receipt identifying how future occurrences of the problem will be prevented. The Contracting Officer based on the Contractor's plan to solve the problem and the Contractor's past performance will determine if any further action will be taken.

g) The COR is responsible for identifying the problem that caused poor performance. This information must be relayed to the Contractor in a timely manner. The Contractor shall have a quality assurance program in place to provide feedback on its performance.

1) If the Contractor's response is likely to correct the problem, the COR should recommend to the Contracting Officer that further government action will not be required with the exception of an increased level of surveillance. If the Contractor's response is not likely to correct the deficiency then the COR should explain why the solution is not adequate and recommend action by the government.

2) It will be the COR's duty to make quality assurance evaluation results known to the Contracting Officer and Contractor who is responsible for taking appropriate action. The COR will evaluate the Contractor's performance on a regular basis and will maintain a file for historical data.

3) The COR may observe unsatisfactory performance by the Contractor, which is not part of normal surveillance. The Contractor shall be informed of the defect but the observation will not be counted to determine unsatisfactory performance within the QASP. The Contractor shall correct the defects as soon as practical. A large number of these defects shall be cause for action against the Contractor.

3. Performance Measurement

a) For course delivery held in conjunction with Navy instructor, performance will be measured off of feedback from Navy instructor, student critiques, and feedback from installation training coordinators and staff.

b) For course delivery without Navy instructor present, performance will be measured off of review of student critiques, feedback from installation training coordinators and staff, and scheduled and unscheduled inspections by the COR or a Navy CECOS representative.

c) Student Critique Performance data measures include a 1 to 5 rating (1 lowest, 5 highest) of contracted instructor/s a) Professionalism; b) Topic Knowledge; c) Presentation skills. All student Critiques are reviewed by the Navy course director and averaged for each offering. An average rating of 1 are considered an unacceptable rating. An average rating of 2 will result in further investigation into the reasons by the Navy course director and could result in an unacceptable rating. Rating of 3 is acceptable, but will result in Navy course director further reviewing future course offerings; rating of 4 or 5 are acceptable.

- In the event that an instructor is unable to teach a class due to illness, injury or death, the contractor must have a contingency plan in place to replace that instructor within twenty-four (24) hours at their own expense. In addition, the government reserves the right to request that an instructor be replaced due to unacceptable performance. The contingency plan must also address the manner in which this instructor will be replaced.

- d) Dress Requirement. The contractor shall ensure that all instructors and supervisors maintain a standard of grooming and personal appearance that reflects a high degree of professionalism in them and in their employees, and in keeping with their position as a professional in a military environment.
- e) All contractor technical instructors and technical instructor supervisors shall abide by the rules and regulations concerning the maintenance of personal standards for instructor integrity, grooming, conduct, speech, and student fraternization. The morale and motivation of student and instructional personnel must be maintained at a high level to ensure a favorable learning environment.
- f) Feedback from Navy instructors and scheduled and unscheduled inspections will be recorded on a standard internal course offering review form. This form will review performance on an acceptable/unacceptable basis for presence, timeliness, preparedness, availability of materials, handling of students, handling of questions, delivery of etc. Unacceptable rating will result in discussion with the contractor on how to mitigate similar problems in future offerings. Systemic negative responses or lack of action to mitigate problems can result in recommendation of removal of instructor or recommendation for non-acceptance of performance.
- g) Students Critiques and standard internal course offering reviews have sections for comments/feed back (positive or negative). These comments along with any additional feedback received will be discussed with contract provider. Negative comments will result in discussion with contractor on how to mitigate similar problems in future offerings. Systemic negative comments or lack of action to mitigate problems can result in recommendation of removal of instructor or recommendation for non-acceptance of performance.
- h) The following elements, which comprise examples of poor instructor performance, can ultimately result in the request for removal of the instructor if these actions remain unabated:
 - i. -regularly late for class
 - ii. -poorly prepared to teach (which frequently results in the instructor reading overhead transparencies, or notes to the students)
 - iii. -disorganized, resulting in poor time management, student confusion, and/or jumping from topic to topic and not following the syllabus
 - iv. -regularly unable to answer students' questions (most likely due to lack of knowledge)
 - v. -regularly refusing to answer students' question (either due to lack of knowledge, lack of preparation, agenda anxiety, lack of respect of students)
 - vi. -regularly dismissing class early (more than an hour before dismissal time)
 - vii. -failure to remediate
 - viii. -routinely unwilling to remediate
 - ix. -routinely having to remediate more than 10% of the class
 - x. -inappropriate language (vulgar, sexist, racist, or language that shows disrespect for the students)
 - xi. -either unwilling or incapable of ascertaining the level of the class's knowledge and teaching at that level
 - xii. -routinely unwilling, or incapable of, controlling the discipline of the class (e.g., allowing disruptive side conversations to occur during the instructor's presentation of the course material, allowing students to show up late thereby disrupting the class)

Appendix A: References

References: This documentation list does not necessarily include ALL of the applicable documentation, or the latest revisions. Mandatory documentation is incorporated by reference, with the same force and effect as if they were given in full text. During the term of the contract documentation may change. In all cases, the latest editions of the following references should be consulted. The Contractor shall comply with federal, state, and local laws; and established regulations, procedures, and local standard operating procedures, as clarified by the COR. Compliance with current revisions of federal, state, and local regulations (includes Safety, Security, Environmental, and HAZMAT regulations) are mandatory.

Standards:

- OPNAVINST 3120.32 Standard Organization & Regulations of the Navy
- OPNAVINST 3500 Series Operational Risk Management
- OPNAVINST 5100 Series Navy System Safety Program Policy
- OPNAVINST 5100 Series Navy Safety and Occupational Safety and Health Program
- OPNAVINST 5100 Series Navy Occupational Safety and Health (NAVOSH) Program Manual
- 29 CFR OSHA Regulations

Manuals and Documents:

- DoD Policy & Guidance - These DoD Policy documents affect CSFE Policy, Guidance, Infrastructure, and Business Rules.
- Department of Defense (DOD) Instruction, 1322 Series, Development, Management, and Delivery of Distributed Learning, 16 June 2006
- Department of Defense Handbook, MIL-HDBK-9660B, DOD-Produced CD-ROM Products, 1 Sept 1997
- Department of Defense (DOD) Implementation Plan for Advanced Distributed Learning 19 May 2000
- Department of Defense (DoD) Specifications, MIL-PRF-29612B Training Data Products
- Department of Defense Handbook, MIL-HDBK-29612-2A - Instructional Systems Development/Systems Approach To Training And Education (Part 2 of 5 Parts)
- Department of Defense Handbook, MIL-HDBK-29612-3A - Development of Interactive Multimedia Instruction 31 Aug 2001
- Department of Defense Handbook, **Error! Reference source not found.** - Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5)
- NOTE: Copies of the above DoD specifications and handbooks can be obtained online from the Defense Training Standards Working Group (DTSWG) website at <http://www.dtswg.org/>. Copies are also available from the DoD Single Stock Point or from the Acquisition Streamlining and Standardization Information System (ASSIST) Web Site. Electronic copies can be downloaded from the ASSIST Web Site located at: <http://assist2.daps.dla.mil/quicksearch/>.

Department of the Navy (DON) documents:

- SECNAVINST 5216.5D (series)- Department of the Navy Correspondence Manual
- OPNAV Instruction 1500.76 (series)- Naval Training System Requirements, Acquisition, And Management
- SECNAVINST 5510.36 (23 Jan 2001) (series) Department of the Navy Information Security Program (ISP)
- OPNAV INSTRUCTION 5513.1F (7 Dec 2005) (series) Department Of The Navy Security Classification Guides

- SECNAV Instruction 5870.4A (series), Permission to Copy Materials Subject to Copyright. Dated 16 August 2005.
- NAVEDTRA 130, 132, 133, 134, 135, 136, 137, and 138 (series)
- NETCINST 1510.3 (series) (NETC BCA)
- NETC End to End Development Process
- CSFE Instruction 1540.3 (series), Training and Administration Manual
- AIM II software program / User Manual (series)
- CPM / AIM LO software program / User Manuals (series)
- NAWC-TSD AIM Program Office Web Site
- NETCNOTE 1500, DTD 29 Feb 2012 (series), Requirement For Tagging Metadata In Content Packages
- DCO User Manual (series)
- SAKAI User Manual (series)

Government Regulations:

- **Error! Reference source not found.** - Section 508 of the Rehabilitation Act – Title 29 – Labor, Chapter 16 – Vocational Rehabilitation And Other Rehabilitation Services, Section 794d – Electronic and Information Technology
- CNO ltr 5510 Ser N09N2/10U213236 of 28 May 2010
- NOTE: Copies of the above documents are available at <https://ile-help.nko.navy.mil>. For more info on content development go to: <https://ile-help.nko.navy.mil>.

Non-Government Documents:

- Standards - ADL Co-Laboratories
- SCORM (V1.2)/(V2004) - Sharable Content Object Reference Model (SCORM) (series)
- SCORM 2004 3rd Edition Documentation Suite - 16 Nov 2006 (series)
- SCORM Conformance Requirements - Version 1.0, 20 Oct 2006 (series)
- SCORM 2004 3rd Edition Conformance Test Suite - Version 1.0.2 (Self-Test) (series)
- SCORM 2004 3rd Edition Sequencing Test Case Content Package Examples - Version 1.0, 20 Oct 2006 (series)
- SCORM 2004 3rd Edition Sample Run-Time Environment - Version 1.0.2 (series)
- SCORM 2004 3rd Edition Navigation Extensions XML XSD - Version 1.0, 20 Oct 2006 (series)
- SCORM 2004 3rd Edition Sequencing Extensions XML XSD - Version 1.0, 20 Oct 2006 (series)
- NOTE: Copies of the above Standard are available at <http://www.adlnet.org>

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

BASE YEAR:

CLINs 0001 through 0025: 15 June 2016 through 14 June 2017

OPTION YEAR ONE:

CLINs 1001 through 1025: 15 June 2017 through 14 June 2018

OPTION YEAR TWO:

CLINs 2001 through 2025: 15 June 2018 through 14 June 2019

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA**CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data,
 - b. Freedom of Information inquiries,
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
 - d. Arranging the post award conference (see FAR 42.503).

Name: NAVSUP FLEET LOGISTICS CENTER SAN DIEGO
REGIONAL CONTRACTS DIVISION SEAL BEACH
Address: 800 SEAL BEACH BLVD, BLDG #239
SEAL BEACH, CA 90740
Phone: (562) 626-7384

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: NAVSUP FLEET LOGISTICS CENTER SAN DIEGO
REGIONAL CONTRACTS DIVISION SEAL BEACH
Address: 800 SEAL BEACH BLVD, BLDG #239
SEAL BEACH, CA 90740
Phone: (562) 626-7384

3. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.
4. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Liaison with personnel at the Government installation and the contractor personnel on site;
 - b. Technical advice/recommendations/clarification on the statement of work;
 - c. The statement of work for delivery/task orders placed under this contract;
 - d. An independent government estimate of the effort described in the definitive statement of work
 - e. Quality assurance of services performed and acceptance of the services or deliverables;
 - f. Government furnished property;
 - g. Security requirements on Government installation;
 - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
 - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF

EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: TO BE PROVIDED AT TIME OF AWARD
Address:
Phone:

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Technical Representative listed below:

Area Technical Representative Name:
Name: TO BE PROVIDED AT TIME OF AWARD
Address:
Phone:

CLAUSES INCORPORATED BY FULL TEXT

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.248-1	Value Engineering	OCT 2010
52.252-3	Alterations in Solicitation	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
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	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012

252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Modifications-Canadian Commercial Corporation.	OCT 2013
252.216-7006	Ordering	MAY 2011
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7000	Buy American--Balance Of Payments Program Certificate--Basic (Nov 2014)	NOV 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10 days from contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$ ___ amount will be provided after award.;

(2) Any order for a combination of items in excess of \$ ___ amount will be provided after award or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

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 15 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(a) The use in this solicitation of any (48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)

(a) The requirements of this clause apply only if the Contractor is not a Spanish concern.

(b) The Contractor shall, without additional expense to the United States Government, comply with all applicable Spanish Government laws pertaining to sanitation, traffic, security, employment of labor, and all other laws relevant to the performance of this contract. The Contractor shall hold the United States Government harmless and free from any liability resulting from the Contractor's failure to comply with such laws.

(c) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, all workmen's compensation, employees' liability, bodily injury insurance, and other required insurance adequate to cover the risk assumed by the Contractor. The Contractor shall indemnify and hold harmless the United States Government from liability resulting from all claims for damages as a result of death or injury to personnel or damage to real or personal property related to the performance of this contract.

(d) The Contractor agrees to represent in writing to the Contracting Officer, prior to commencement of work and not later than 15 days after the date of the Notice to Proceed, that the Contractor has obtained the required types of insurance in the following minimum amounts. The representation also shall state that the Contractor will promptly notify the Contracting Officer of any notice of cancellation of insurance or material change in insurance coverage that could affect the United States Government's interests.

Type of insurance	Coverage per person	Coverage per accident	Property damage
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000

(e) The Contractor shall provide the Contracting Officer with a similar representation for all subcontracts with non-Spanish concerns that will perform work in Spain under this contract.

(f) Insurance policies required herein shall be purchased from Spanish insurance companies or other insurance companies legally authorized to conduct business in Spain. Such policies shall conform to Spanish laws and regulations and shall—

(1) Contain provisions requiring submission to Spanish law and jurisdiction of any problem that may arise with regard to the interpretation or application of the clauses and conditions of the insurance policy;

(2) Contain a provision authorizing the insurance company, as subrogee of the insured entity, to assume and attend to directly, with respect to any person damaged, the legal consequences arising from the occurrence of such damages;

(3) Contain a provision worded as follows: “The insurance company waives any right of subrogation against the United States of America that may arise by reason of any payment under this policy.”;

(4) Not contain any deductible amount or similar limitation; and

(5) Not contain any provisions requiring submission to any type of arbitration.

5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)

- (b) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (c) The Contractor agrees that during the contract performance period. No personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (d) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal., the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (e) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (f) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (g) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (h) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ --[insert NAICS code].

(2) The small business size standard is ____ --[insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

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

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

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business

concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.247-6 Financial Statement

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

The government contemplates award of One (1) Firm Fixed Price Indefinite Delivery Indefinite Quantity contact.

(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 **Caron Rigali, 800 Seal Beach Blvd. Bldg. #239, Seal Beach, CA 90740-5000.**

(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)

INSTRUCTIONS TO OFFERORS
INSTRUCTIONS TO OFFERORS

Section L - Instructions, Conditions and Notices to Bidders

1.0 GENERAL INSTRUCTIONS:

1.1 This solicitation/request for proposal (RFP) is 100% small business set-aside for a firm fixed price contract. The nature of this solicitation requirement is for education and training services to the Civil Engineering Corps Office School (CECOS) at Port Hueneme, CA. Therefore, proposals submitted for other than Firm-Fixed Price (FFP) will not be considered and will be rejected outright. This is a Lowest Price Technically Acceptable (LPTA) procurement, i.e., the offer which is found to be technically acceptable with the lowest price will represent the best value to the Government and will be selected for award. The contract performance will be one-year base period with two one-year option periods.

1.2 Questions regarding this procurement must be submitted through email to the contract specialist at Gloria.quintero@navy.mil. All questions submitted shall include the solicitation number in the subject line. Other methods of question submittal will not be acknowledged. The Government will make every attempt to answer all questions in a timely manner; however, questions submitted within 7 days of the posted closing date may not allow ample time to respond and offerors cannot be guaranteed a response. All questions and answers will be posted for viewing by all potential offerors.

2.0 PROPOSAL FORMAT AND CONTENT

2.1 Offerors shall submit proposals in the following format:

2.1.1 Volume I – Technical Capability and Management Plan

2.1.2 Volume II – Past Performance

2.1.3 Volume III – Price

Email is the preferred method of submission. Proposals, together with the signed amendment(s), if applicable, must be submitted electronically to Gloria Quintero at gloria.quintero@navy.mil. Proposals should be submitted electronically in 2 documents: Volume 1: Technical Proposal, Management Plan and Past Performance. Volume II: Price. It is responsibility of the contractor to ensure the email is delivered.

2.2 Proposals must be single-spaced typewritten in font size “12 characters per inch.” The font size used for graphics, charts and tables (only) may be 10 points or larger to facilitate a better understanding of the depiction, and must conform to not less than 1 inch margins. Tables, charts, and graphic depictions may be single spaced but limited to data and reference material presentation only, not textual explanations.

2.3 All pages in each volume shall be numbered sequentially (e.g., 1 through 85 for Volume II). Each volume has a limit number of pages, see table below. The Government will only evaluate that part of the proposal that complies with the instructions set forth herein. For example, if an offeror submits 87 pages of technical information in Volume I, the last two pages will not be read and/or evaluated.

Volume	Page Limit
Volume I – Technical and Management Plan	85 pages
Volume II – Past Performance	2 pages per past performance questionnaire (PPQ) – Attachment 1. The Government will evaluate 6 PPQs.
Volume III – Price	Unlimited

2.4 Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable. The Government intends to award a contract without

discussions as authorized by FAR 52.215-1. Any exception to the Government's technical requirements/specifications must be resolved prior to the solicitation closing date. Offerors that take exception to the Government's technical requirements without prior resolution with the Contracting Officer will not be considered for award. Alternate proposals are not authorized and will be rejected.

2.5 Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in the competitive range, if necessary, and to permit such offerors to revise their proposals. The Government also reserves the right to change any of the terms and conditions of the RFP by Amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 52.215-1.

2.6 The proposal must convey evidence the offeror understands all Request for Proposal (RFP) and Performance Work Statement (PWS) requirements and their interrelationships. It must demonstrate the Offeror's familiarity with the detailed aspects of the requirements, and clearly show that the offeror correctly interpreted all of the requirements. Offerors are cautioned against restating PWS requirements in their proposal, particularly with regard to technical requirements; and must state how all RFP and PWS requirements will be met. Statements such as "the offeror understands" and "the offeror shall/can comply," along with reference or industry references does not reflect that the offeror understands the requirements, and will likely result in a diminished evaluation rating.

3.0 Volume I – Technical Proposal and Management Plan

3.1 Volume I of the proposal is the Technical Volume and is comprised of Factor I and Factor 2. No cost or pricing information shall be included in any part of the Technical Volume. The technical section of Volume I shall be divided into two clearly labeled sections, correlating to the two factors, in order. An unacceptable rating in any factor may render the entire proposal ineligible for award. Offerors shall ensure that each factor section clearly addresses the descriptions below.

3.2 Factor I – Technical Capability (Approach)

3.2.1 The technical proposal shall provide, in detail, an approach that will successfully demonstrate its understanding and plan to complete the requirements of the solicitation. Offerors are cautioned not to repeat portions of the PWS but to actually provide narratives, charts, and other like documentation demonstrating its technical capability to perform.

3.2.2 The offeror shall demonstrate how it intends to successfully execute Training Support including application and program support, scheduling, educational materials and supplies, logistical support, classroom and learning management system.

3.2.3 The proposal must describe how the offeror plans to approach the PWS objectives and describe the planned method for Providing Training Support for Web-Enabled Courses that will be applied to achieve objectives during the performance period. The approach shall detail the methods for accomplishing the PWS tasks. The offeror shall outline the planned techniques for CECOS educational programs as outlined in the PWS. For contractor owned off the shelf courses (COTS), provide copy of the course materials including and reference material and presentations.

3.2.4 Resumes:

3.2.4.1 The solicitation identifies skills and relevant requirement for proposed instructors. The offeror shall submit at least one resume for each proposed instructor. The resume shall document the capability of offeror's personnel to provide the services set forth in the PWS. These resumes shall become the performance standard for instructors and shall be evaluated in accordance with Section M. Proposal must provide the names, Full/Part Time Status, and resumes of all instructors proposed, including subcontractor personnel. The resumes should emphasize skills, education and experience specific to the PWS. Personnel resumes should provide, at a minimum, the following information:

- a. Name, years of experience, training, unique or special qualifications, and positions held.
- b. Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), and respective college or university from which the degree(s) were received.
- c. The work history (including MM/YYYY start and end dates) of each proposed key employee as it relates to the anticipated PWS tasks to be assigned to that individual.
- d. A summary of each key labor category qualifications to include past experience with online learning programs.

3.2.4.2 The offeror must provide a "Letter of Intent" for each resumed individual that is not a current (at the time it submits its offer) employee. It must propose a "Letter of Intent" for any subcontractor employee. This Letter of Intent must be signed and dated. Without the Letter of Intent, the Government considers the resume incomplete and may not further evaluate the resume in accordance with Sections L and M.

3.3 Factor (2) Management Plan:

3.3.1 The technical proposal shall contain a management plan that incorporates and demonstrates the offeror's ability to meet technical performance objectives. The plan shall outline the management structure to address the various elements of the PWS, the proposed technical approach and staffing plan. The plan must identify the management controls that will be put in place to assure quality and schedule accountability.

3.3.2 The proposal shall contain the offeror's approach to quality management and associated metrics gathering and reporting procedures and propose policies/procedures for managing and directing the effort. The Offeror shall discuss a process for early identification and resolution of problems. Proposal shall address management and administrative organization. Organization/functional charts are to be used to illustrate lines of management responsibility. There must be clear identification of the chain of command and the liaison with Government.

3.3.3 The proposal shall describe the offeror's proposed phase-in plan and the support required to implement the plan. The phase-in plan shall include phase-in schedule and amount of time required from notification of contract award, to fully meet PWS requirements, to include significant activity, and hiring and training of required staff. The offeror shall propose its unique capabilities and their impact on the phase-in schedule. Offeror shall identify planned and/or recommended actions, which will minimize disruption during the phase-in period, and what, if any, degradation or interruption of services the offeror deems are unavoidable. The offeror shall identify any items, processes, or functions that cannot be completed within the proposed phase-in period, and the potential impacts to operations (if any).

3.3.4 For the contractor off the shelf courses (COTS) the proposal shall demonstrate how the material will be presented in an effective manner in accordance with 29 CFR 1910.120. Instructor shall demonstrate experience in providing training to meet the requirements for the COST courses. Proposal shall describe the offeror's proposed plan to monitoring and maintain equipment use for the HAZWOPER course. Offeror shall provide a copy of the syllabus for courses C.19, C.21 and C.22.

3.3.5 Staffing Plan:

3.3.5.1 The offeror must describe its plan to meet proper and well-qualified, experience staffing requirements to meet all the requirements outlined in PWS. The offeror also must demonstrate their staffing approach is capable of filling each requirement in a timely manner to comply with the current course offering schedule. Contractor shall identify the Lead Training Manager who will serve as the liaison between the Contracting Officer Representative (COR) and the corporate office. An ability and commitment to assign appropriately skilled and qualified instructors in

a timely manner shall be addressed as well as the retention strategies used in order to sustain a viable workforce. The successful offeror shall be fully staffed upon award to meet performance objectives of the PWS. From an evaluation perspective, proposal risk in terms of “Technical Capability” would be expected to increase when candidates have not been identified for proposed task area positions.

3.3.5.2 The proposal shall contain a chart that outlines which personnel will be responsible for which areas of the PWS. The chart shall include a description not exceed ½ page that outlines the person’s ability to meet the performance objectives of the PWS and those proposed technical approach. Note: the key personnel shall be equal to the resumed key personnel proposed under factor (1).

3.3.6 Quality Assurance Plan:

3.3.6.1 The proposal shall contain a quality surveillance & performance plan (QSPP) in accordance with Section 2.8 of the PWS which it will be used by the Government as a method of assessing the offeror’s performance during the life of the contract. The Quality Surveillance Plan is must demonstrating how capable the offeror would be in providing and maintaining processes used by leadership to ensure specific tasks are being performed in a timely and effective manner.

4.0 Volume II - Past Performance

4.1 Past Performance shall be evaluated based on the submission of past performance data supplied by the offeror’s reference/s, the Government’s verification of that data (including information supplied separately by previous customers), and review of any other pertinent information. Offerors shall contact their past performance references and request that each reference complete the “Offeror’s Past Performance Questionnaire” (OPPQ) – Attachment 1.

4.2 Completed OPPQs shall be submitted by email directly to Gloria.quintero@navy.mil no later than the closing date of this solicitation. The subject line of the emailed OPPQ must read “SOLICITATION N00244-16-R-0019 OPPQ.” Offerors may submit up to (3) OPPQs as the prime offeror; subcontractors may submit up to 3 OPPQs.

4.3 In addition to the OPPQ, offeror’s shall include in Volume II a one to two page document listing one reference per OPPQ, no more than 6 references. Information to be provided is reference name, address, phone number, email address, and any other identifying information with respect to the OPPQ such as Contract Number or type of work provided.

4.4 The Government shall evaluate the offeror’s past performance on similar or directly-related work performed within the past three years which is similar in scope, magnitude, and complexity to that detailed in the Performance Work Statement. The Government will evaluate no more than 6 OPPQs. Past Performance shall be evaluated based on relevance and confidence (in terms of timeliness, quality, cost control, and customer satisfaction as indicated by the questionnaire). Past Performance references may include federal, state, or local Government and private contracts performed by the offeror that were similar in nature for this effort being evaluated. In accordance with NMCARS 5215.305, the Past Performance Information Retrieval System (PPIRS) will be accessed for any and all recent (within 3 years) and relevant (similar or directly related to current effort) entries.

4.5 Offerors may submit past performance information regarding the following: predecessor companies, key personnel who have relevant experience and subcontractors that will perform major aspects of the requirement.

4.6 Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this solicitation. Relevant past performance will be evaluated and receive scores in accordance with the evaluation scheme set forth in the RFP.

4.7 If the offeror possesses no relevant past performance, it must affirmatively state this fact in the Volume III submittal. Failure to submit OPPDs shall be considered certification that the offeror has no past performance in relevant services for the Government to evaluate. In this event, the offeror will be rated as "Neutral."

5.0 Volume III - Price

5.1 The offeror shall complete by CLIN the pricing of all CLINs listed in Section B (See Maximum Quantities). Signed SF 33, Offeror shall insert its company name and address in Block#15a, name of the contractor, signature, type name and title and offer date in blocks #15B, 16, 17 and 18.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION OF PROPOSALS

Section M - Evaluation Factors for Award

1.0 Basis for Award:

1.1 The award resulting from this solicitation will be a Firm Fixed Price (FFP) contract. The contract will consist of a one-year base period with two one-year option periods to be exercised at the discretion of the Government. The Government intends to conduct this procurement evaluation as Lowest Price Technically Acceptable. Technical and past performance, when combined, are approximately equal to price.

1.2 To be eligible for award, the offeror must fully comply with the PWS, and address all solicitation requirements. As such, offers that take exception to any term or condition of this solicitation, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are NOT authorized and will be rejected. An offeror must propose in accordance with the directions set forth in Section L to be considered for award.

1.3 The Government intends to award this contract without discussions. Notwithstanding this intent, the Contracting Officer reserves the right to conduct discussions, a matter within the Contracting Officer's discretion. If this occurs, the Contracting Officer shall establish, in accordance with FAR 15.307, a competitive range. The Government also reserves the right to limit the number of offerors in the competitive range for purposes of efficiency. In accordance with FAR 15.307, at the conclusion of discussions, the Contracting Officer shall give each offeror an opportunity to revise their proposal as appropriate.

1.4 To be considered eligible for award, each Offeror must submit a single proposal that contains a complete and accurate response to the requirements of this solicitation. The Government will award only one contract. No multiple awards will be made.

1.5 Any inconsistency, within the price proposal or between the technical or price proposals, should be fully explained, or it may be considered a discrepancy within the offer and a risk in the Offeror's ability to perform. The proposal(s) shall be in the format prescribed at Section L, and shall contain a response to each of the areas identified in Section L. Offers will be evaluated on each of the following evaluation factors:

2.0 Offers will be evaluated on each of the following evaluation factors:

2.1 Factor I – Technical Capability

- 2.2 Factor II – Management Plan
- 2.2 Factor III – Past Performance
- 2.3 Factor IIIIV – Price

3.0 Technical Evaluation:

3.1 The Technical Proposal represents MINIMUM acceptable criteria. Offerors' technical information will be used to determine whether the services proposed meet the specifications delineated in this solicitation. Services offered, as provided in the Offeror's technical information, will be evaluated as technically acceptable or technically unacceptable. Offers which are determined to be technically unacceptable will not be further considered for award. Offerors must be rated technically "Acceptable" in each factor listed above to receive an overall rating of technically "Acceptable." In other words, an unacceptable rating for any factor will result in an overall rating of "Unacceptable" for Factor I and the proposal may not be considered further for award.

3.2 The purpose of the technical capability factor is to assess whether the offeror's proposal will satisfy the Government's minimum requirements. The Government shall evaluate the offeror's proposal against the PWS requirements to determine whether the proposal is acceptable or unacceptable using the ratings and descriptions outlined in Table 1.

3.3 There are two factors under for the Technical Proposal, Factor I (Technical Capability (Approach)) and Factor II Management Plan. A rating of unacceptable in any factors may result in an overall rating of unacceptable, rendering the entire proposal ineligible for award.

3.4 The following Factors shall be rated individually with these ratings used to determine and overall rating for the Technical Factors.

3.4.1 Factor I – Technical Capability (Approach): The Government will evaluate technical approach to determine offeror's overall understanding and capability to successfully provide required services to support the training schedule of CECOS and to meet the workload outlined in the PWS. In determining which rating to apply to the technical approach, the Government will evaluate the offerors approach to Provide Training for CECOS Environmental Programs and Provide Web-Enabled Educational Courses.

3.4.2 Resumes: The Government maintains considerable discretion in evaluating the resumes for the Key Personnel (Instructors). In determining whether the resume is acceptable or not acceptable, the Government will favorably consider the extent to which the individual proposed addresses the experience in the PWS and the extent to which the described experience in the resume are in-depth, significant, relevant, and recent. The Government will also favorably consider the extent to which the described experience in the resume will contribute to the successful performance of the PWS and/or the mission. It is within the Government's discretion to determine whether the resumes properly demonstrate the qualifications required to meet the PWS requirements. Failure to provide key personnel (Instructors) who meet the listed personnel qualifications may result in an "Unacceptable" for Personnel Qualifications.

The offeror must provide a "Letter of Intent" for each resumed individual that is not a current (at the time it submits its offer) employee. It must propose a "Letter of Intent" for any subcontractor employee. This Letter of Intent must be signed and dated. Without the Letter of Intent, the Government considers the resume incomplete and may not further evaluate the resume in accordance with Sections L and M.

3.4.3 Factor II –Management Plan: The Government will evaluate the management plan factor based on the degree the proposed approach addresses management of a CECOS Environmental Training program. The government will evaluate the proposal in terms of the offeror's ability to provide an effective approach to perform, manage, maintain quality, and coordinate various elements of the PWS. The government will evaluate the acceptability to which the organization shows clear and effective delineation of functional roles and responsibilities. The evaluation will include the effectiveness of the offeror's organization lines of authority and ability to perform on day one of contract. The Government will determine how the proposed work force phase-in plan allows for smooth transition of contract requirements.

3.4.4 Staffing Plan: The Government will evaluate the staffing plan to determine the offeror's ability to support the management and technical approach set forth under factors (1) and (2).

3.5 The following table of Ratings/Definition/Description shall be used for the Technical/Risk Rating for Factor

(I). The offeror must receive a rating of technically acceptable in all factors to receive an overall rating of technically acceptable for Factor-I (Technical Capability (Approach)). Without a technical acceptable rating for Factor I (Technical Capability (Approach)) the offeror may not be evaluated further for past performance and/or price.

TABLE 1, TECHNICAL/RISK RATING	
Ratings	Definition
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

4.0 FACTOR III - Past Performance:

4.1 The past performance evaluation is an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of recent and relevant past performance in providing the services similar to the solicitation requirements. The Government will evaluate the offeror's past performance to determine whether the proposal is acceptable or unacceptable using the ratings and descriptions outlined in Table 2.

TABLE 2, PAST PERFORMANCE RATING	
Ratings	Definition
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort or the offeror's performance record is unknown. (See note below)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort

4.2 The offeror's performance record should cover relevant prior contracts. Accordingly, the Government will use past performance information if a recent effort accomplished by the offeror is relevant to the effort to be acquired.

4.3 Relevant past performance will be evaluated based on similarity of service/support, complexity, dollar value, contract type, magnitude and degree of subcontract/teaming. Each offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance.

4.4 In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Government will characterize this past performance as "unknown past performance." In the context of ratings for acceptability/unacceptability, the Government will evaluate "unknown past performance" as "acceptable."

4.5 The Government intends to verify past performance information on contracts listed by the offerors. The Government may contact some or all of the references. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

4.7 The Government will apply the ratings of Acceptable and Unacceptable in its evaluation of the past performance of the offerors. The Government's assessment of performance risk is not intended to be the product of a

mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgment of the Government after it considers all available relevant and recent information. The Government will consider whether each offeror has adequately performed prior relevant contracts in areas such as timeliness, quality, cost control and customer satisfaction.

4.8 Definitions

4.8.1 Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For the purposes of this evaluation, recency represents three years.

4.8.2 Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

5.0 Factor IIIV – Price

5.1 The Government will evaluate offers for award purposes by adding the total evaluated price for the base year to the total evaluated price for the two option years. Evaluation of the options WILL NOT obligate the Government to exercise the options.

This acquisition will utilize the Lowest Priced Technically Acceptable (LPTA) procedure to make a best value award. A decision on the technical acceptability of each offeror's proposal will be made. For those offerors which are determined to be technically acceptable, award will be made to that vendor with the lowest overall price. While the Government will strive for maximum objectivity, the technical go/no go process, by its nature, is subjective; therefore, professional judgment is implicit throughout the evaluation process. The Government intends to make an award based on the initial proposals. If further questions are required, the contracting officer may contact the offeror or offerors and enter into clarifications or discussions. Award will be made to the responsible offeror whose proposal conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation described below.

An evaluation rating of Technically Acceptable/Non-Technically Acceptable will be assigned upon completion of the technical proposal evaluations. If an Offeror receives a technical rating of "Non-Acceptable" they will not be considered for award.

6.0 Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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