

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SELF ASSESSMENT ICW NFLEX FFP COACHING GROUP 1 (01 August 2016 to 31 December 2017)	5	Months		
See Performance Work Statement Below					
FOB: Destination					
MILSTRIP: N6227116RCEL557					
PURCHASE REQUEST NUMBER: N6227116RCEL557					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	360 ADMINISTRATION, DATA COLLECTION, FFP TRACKING, AND COACHING ICW NFOSES COACHING GROUP 1 (01 August 2016 to 31 December 2017)	5	Months		
See Performance Work Statement Below					
FOB: Destination					
MILSTRIP: N6227116RCEL557					
PURCHASE REQUEST NUMBER: N6227116RCEL557					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 1 (01 August 2016 to 31 December 2017)	4	Months		

See Performance Work Statement Below
 FOB: Destination
 MILSTRIP: N6227116RCEL557
 PURCHASE REQUEST NUMBER: N6227116RCEL557

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 1 (01 August 2016 to 31 December 2017)	3	Months		

See Performance Work Statement Below
 FOB: Destination
 MILSTRIP: N6227116RCEL557
 PURCHASE REQUEST NUMBER: N6227116RCEL557

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	SELF ASSESSMENT ICW NFLEX FFP COACHING GROUP 2 (01 August 2017 to 31 December 2018)	5	Months		
See Performance Work Statement Below					
FOB: Destination					
MILSTRIP: N6227116RCEL557					
PURCHASE REQUEST NUMBER: N6227116RCEL557					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	360 ADMINISTRATION, DATA COLLECTION, FFP TRACKING, AND COACHING ICW NFOSES COACHING GROUP 2 (01 August 2017 to 31 December 2018)	5	Months		
See Performance Work Statement Below					
FOB: Destination					
MILSTRIP: N6227116RCEL557					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		4	Months		
OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 2 (01 August 2017 to 31 December 2018)				
	See Performance Work Statement Below FOB: Destination MILSTRIP: N6227116RCEL557				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		3	Months		
OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 2 (01 August 2017 to 31 December 2018)				
	See Performance Work Statement Below FOB: Destination MILSTRIP: N6227116RCEL557				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		5	Months		
OPTION	SELF ASSESSMENT ICW NFLEX FFP COACHING GROUP 3 (01 August 2018 to 31 December 2019)				
	See Performance Work Statement Below FOB: Destination MILSTRIP: N6227116RCEL557				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	360 ADMINISTRATION, DATA COLLECTION, FFP TRACKING, AND COACHING ICW NFOSES	5	Months		

COACHING GROUP 3 (01 August 2018 to 31 December 2019)

See Performance Work Statement Below

FOB: Destination
MILSTRIP: N6227116RCEL557

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 3 (01 August 2018 to 31 December 2019)	4	Months		

See Performance Work Statement Below

FOB: Destination
MILSTRIP: N6227116RCEL557

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		3	Months		
OPTION	360 FOLLOW-UP COACHING AND FEEDBACK FFP COACHING GROUP 3 (01 August 2018 to 31 December 2019)				
	See Performance Work Statement Below FOB: Destination MILSTRIP: N6227116RCEL557				

NET AMT

PERFORMANCE WORK STATEMENT

***Navy Flag Officer and Senior Executive Training Symposium (NFLEX)
PERSONNEL ASSESSMENT AND COACHING SERVICES PROGRAM***

1.0 Background/Introduction

Under the direction of the Chief of Naval Operations (CNO), the Navy Executive Development Program (NEDP) develops and sponsors professional development programs for the senior leadership of the U.S. Navy. Many of their programs are implemented by the Naval Postgraduate School (NPS). NPS supports NEDP by providing unique courses tailored for Navy leadership, comprised of specialized educational curriculum and advanced instructional techniques.

2.0 Scope

In accordance with the Chairman of the Joint Chiefs of Staff “Flag Officer Professional Character Implementation Plan,” each service is required to implement a 360-degree personnel assessment for each current general/flag officers (GO/FOs). Towards that end, a 2013 decision by CNO was made to incorporate the required personnel assessment and feedback into the “New Flag Officer and Senior Executive Symposium” (NFLEX Program), which is a five-day program managed each year by Director Navy Staff (DNS). The self-assessment, 360-degree assessment, feedback and coaching segments were first implemented in 2013 and were delivered again in 2014 and 2015. From 2013 through 2015, the individual assessment debriefs and the first of three coaching events occurred during the five-day NFLEX Program. The remaining two follow-on coaching events occurred individually over a nine-month period subsequent to the NFLEX Program. The NFLEX Program is 5.5 days in length, and usually held at the end of October of each year, with exact dates TBD. In 2016, a decision by CNO directed a phased approach to delivery of the self-assessment, delivery of the 360-degree assessment, feedback and coaching segments. Beginning in 2016, the self-assessment (currently the MBTI) will continue to occur in conjunction with NFLEX, and the 360 assessment and feedback will now occur in conjunction with a three-day CNO Spring Navy Flag Officer and Senior Executive Symposium (NFOSES) in the months following NFLEX. The NFOSES Program is 3 days in length, and usually held in the first or second week of April of each year, with exact dates TBD.

The self-assessment, 360-degree personnel assessment, feedback and coaching may be offered again in 2016 and later, via a phased approach in conjunction with NFLEX and NFOSES, under a base coaching period, and two option coaching periods extending into 2019.

The self-assessment, 360-degree personnel assessment, feedback and coaching components of this program are developed jointly by: Chief of Naval Personnel (CNP), Navy Office of Flag Management and Development (PERS-00F), Director of Navy Staff (DNS) and the Naval Postgraduate School (NPS).

Participants are defined as follows: Navy Flag officer participants means active duty and reserve Navy officers either selected for Flag (O-7) or recently promoted to the rank of Flag (O-7); Senior Executives means newly appointed Senior Executive Service personnel; spouses refers to the wife or husband of the Navy Flag officer participants or Senior Executives.

The Program incorporates three salient parts: tailored coaching sessions for Navy Flag officer participants only; personality self-assessment testing and feedback for all participants (Navy Flag officers, Senior Executives, and spouses); and data collection, analysis and management for all participants (Navy Flag officers, Senior Executives, and spouses). Tailored coaching is provided by executive level coaches, and the coaches' evaluation of the effectiveness of the instruments used will be requested to improve future programs.

The contractor's executive-level coaches shall utilize information from three sources to develop and tailor each coaching session for each Navy Flag Officer participant only. These sources are: a Biographical Information Form (BIF), a self-assessment tool, and a 360-feedback tool.

PERS-00F will provide the contractor with BIF content and questions, and other tools needed to develop appropriate coaching sessions.

PERS-00F will provide the contractor self-assessment instruments, currently Myers-Briggs Type Inventory (MBTI) - Form Q Step II Interpretive Report for all participants attending NFLEX, the 360 degree assessments for Flag Officers only, currently the Navy Senior Executive PROFILOR[®] (customized for the U.S. Navy), and tracking capability for the 360 instrument data collection, , as well as 360-degree group summary norms and reports, as applicable.

To ensure confidentiality and protection of private information, the BIF, MBTI, and PROFILOR[®] results will be completed and scored online using secure websites managed by Consulting Psychologists Press (for MBTI), the contractor (for Biographical Information Form), and Korn-Ferry (for the PROFILOR[®]). These reports shall be printed by the contractor for use only by Navy Flag officer participants in the course and copies shall be sent to only the coaches for Navy Flag officer participants receiving a coaching session.

All handling of data and reports shall follow accepted standards of confidentiality and protection of private information. Data and results shall not be available to anyone except the participants and their coaches (for Navy Flag officer participants receiving one-on-one coaching). The findings, conclusions, results, and data manifested in these three tools shall become the basis for the contractor's coaching sessions with Navy Flag officer participants and follow-on development plans pursued with Flag Management and Development (PERS-00F) for Navy Flag officer participants after the initial 360 coaching program at NFOSES.

The total POP for the NFLEX Personnel Assessment and Coaching Program requirement is: 1 August 2016 – 31 December 2019:

Coaching Group 1: 1 August 2016 – 31 December 2017

- Self-Assessment ICW NFLEX (1 August 2016 – 31 December 2016)
- 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2017 – 31 May 2017)
- 360 Follow-up Coaching and Feedback (1 June 2017 – 30 Sep 2017)
- 360 Follow-up Coaching and Feedback (1 Oct 2017 – 31 Dec 2017)

Coaching Group 2 (Option Period): 1 August 2017 – 31 December 2018

- Self-Assessment ICW NFLEX (1 August 2017 – 31 December 2017)
- 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2018 – 31 May 2018)
- 360 Follow-up Coaching and Feedback (1 June 2018 – 30 Sep 2018)
- 360 Follow-up Coaching and Feedback (1 Oct 2018 – 31 December 2018)

Coaching Group 3 (Option Period): 1 August 2018 –31 December 2019

- o Self-Assessment ICW NFLEX (1 August 2018 – 31 December 2018)
- o 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2019 – 31 May 2019)
- o 360 Follow-up Coaching and Feedback (1 June 2019 – 30 Sep 2019)
- o 360 Follow-up Coaching and Feedback (1 Oct 2019 – 31 December 2019)

During the week of the NFLEX Program, individual self-assessment reports (currently the MBTI) shall be distributed to all participants as part of a two-hour presentation focused on the self-assessment instrument report (currently the MBTI). Navy Flag officers, Senior Executives, and spouses, shall receive their feedback report if they completed the assessment and they attend this presentation. During the week of the NFOSES Program, the initial 360 coaching session for Navy Flag officer participants only will occur after it is introduced in an overview session. Subsequent to that week, over a seven-month period of time, two additional individual coaching sessions for Navy Flag officer participants only will occur, with monthly status reports of follow-up coaching sessions provided as indicated in Section 3.2.3.2. Because of the highly demanding and operational (including deployment) nature of the schedules of the Navy Flag officer participants, flexibility in scheduling is required that allows the follow-up sessions to occur. As further stated in Section 3.2.4, the first telephone coaching session shall occur within 3-4 months after the initial NFOSES Program coaching session (NLT 31 May of the calendar year), and the second telephone coaching session shall occur within 8 months after the initial NFLEX Program coaching session (NLT 31 December of the calendar year). The follow-on coaching sessions are via telephone and scheduled individually as the Navy's Flag officers are disparately located across several continents and time zones, not allowing them return visits for a two-hour stand-alone coaching session.

The contract tasks and deliverables are organized into four distinct events in relation to NFLEX and NFOSES timeframes.

3.0**Self-****Assessment data collection and feedback (Currently the MBTI) ICW NFLEX (1 August – 31 December)****3.0.1 Self-Assessment Tasks and Deliverables (Administration of the Self-Assessment)**

3.0.1.1 The contractor shall ensure all participants (approximately 45 Flags and 45 Spouses; 20 Senior Executives and 20 Spouses) complete an MBTI survey 30 days prior to the NFLEX start date. In the event participants fail to complete required surveys with the 30 days prior to NFLEX, the contractor shall notify the COR within 24 hours.

3.0.1.2 60 days prior to the start of NFLEX, the Navy shall purchase self-assessment instruments (MBTI) and transfer them to the contractor for administration and tracking on their own MBTI website.

3.0.1.3 55 days prior to the start of NFLEX, contractor shall contact all NFLEX participants (Navy Flag officers, Senior Executives, and spouses) and provide specific instructions about how to access and complete the self-assessment instrument.

3.0.1.4 55 days prior to the start of NFLEX, the contractor shall coordinate with PERS-00F to ensure appropriate weekly reminders are prepared/formatted.

3.0.1.5 50 days prior to the start of NFLEX, the contractor shall begin tracking, managing and reporting completion of the self-assessment instrument by participants attending NFLEX. Reports shall be made to PERS-00F and DNS-2 on self-assessment completions by group (Navy Flag officers, Senior Executives, Navy Flag officer spouses, Senior Executive spouses).

3.0.1.6 50 days prior to the start of NFLEX, the contractor shall begin sending appropriate weekly reminders to participants to ensure they all complete their self-assessment surveys on time according to PERS-00F provided timeline.

3.0.1.7 Report completion status for self-assessment instrument, for each participant to PERS-00F and DNS-2 each week on Wednesday at noon (EST).

3.0.1.8 25 days prior to the start of NFLEX, presenter(s) shall attend a two-hour orientation meeting with Navy Flag Management and Development to brief the COR on the two hour self-assessment feedback session (Section 3.0.1.13.1). This brief shall focus on sequencing of instrument topics to be incorporated into presentations, as well as manner in which the theoretical foundation and use of the instruments is explained. The contractor shall receive approval or necessary changes on the self-assessment feedback session (Section 3.0.1.13.1) prior to leaving this brief.

3.0.1.9 The contractor and PERS-00F shall coordinate location and date/time of meeting.

3.0.1.10 The contractor shall email to PERS-00F all presentation and related materials no later than 7 working days prior to commencement of NFLEX. All presentation and related documents and materials shall be created and delivered electronically in Microsoft Office format, version 7.0 or higher (e.g., Word, PowerPoint, or Excel).

3.0.1.11 Contractor shall print hard copies of self-assessment (MBTI) reports for Navy Flag officer participants, Senior Executives, and all spouse participants and make them available onsite when the NFLEX program is scheduled to begin. Seal in individually labeled envelopes.

3.0.1.12 Deliver to Director, Navy Staff (DNS -2) POC when the NFLEX program is scheduled to begin.

3.0.1.13 Event Instrument Presentation Tasks

3.0.1.13.1 Contractor shall provide one large-group presentation as part of the NFLEX program. It shall introduce and provide an overview of the self-assessment instrument.

3.0.1.13.2 For all Participants (Navy Flag officers, Senior Executives, and spouses): Provide one (1) two-hour presentation focused on the self-assessment instrument report (currently MBTI) to the 40-50 Navy Flag officer participants, the 10-20 Senior Executive participants, and all the 50-70 spouses. The purpose of this session is to introduce and provide foundational information about the self-assessment instrument, discuss why generically the results are important in work and family situations, and how they can be used to support the development of the NFLEX participants.

3.0.1.13.3 This presentation is part of the NFLEX program.

3.0.1.13.4 Contractor shall provide an experienced presenter, certified and experienced using the self-assessment instrument (currently MBTI), to deliver this two-hour feedback presentation.

3.0.1.13.4.1 Person delivering presentation must be thoroughly familiar with the instrument, certified to use it, and capable of articulating the components of the instrument and its meaning to his/her intended audience in layman's terms.

3.0.1.13.4.2 The audience shall be a combined group of 40-50 U.S. Navy Flag officers and their spouses and approximately 10-20 Navy Senior Executive Service civilians and their spouses, all attending NFLEX.

3.0.1.13.4.3 Presenter must arrive at NFLEX 30-minutes prior to the scheduled presentation to allow time to find the room allocated to him/her for his/her presentation and to load presentations onto audiovisual equipment.

3.0.1.13.4.4 Each participant that completes the self-assessment instrument and attends this presentation shall receive a copy of his or her own report sealed in individually labeled envelopes during this session. PERS-00F shall coordinate with DNS-2 POC the distribution of the sealed envelopes during the presentation.

3.0.2. Self-Assessment Deliverables 1 August – 31 December approximately

The contractor shall be responsible for preparing deliverables in support of the tasks identified in this PWS.

Task	What will be inspected	Acceptable Quality Level (AQL)	Method	Frequency
3.0.1.3	Web portal	Completion of web portal for web-based administration of the MBTI within timelines provided by PERS-00F	TPOC will observe and report to COR	One time, approximately 55 days prior to NFLEX; NLT 10 August
3.0.1.4	Reminder emails sent weekly	100% appropriate emails sent according to PERS-00F timeline	TPOC will observe and report to COR	One time, approximately 55 days prior to NFLEX NLT 10 August
3.0.1.5	Status reports for Self-Assessment completed for all participants by group	Submittal of full status report	PERS-00F will observe and report to COR	Starting approximately 50 days prior to NFLEX, reports due each Wednesday at noon (EST) starting IAW timeline provided by PERS-00F; NLT 17 August (approx.)
3.0.1.8 and 3.0.1.9	Attendance of 2-hr orientation conducted by PERS-00F for instrument presenter(s)	100% of instrument presenter(s) attend	TPOC will review attendance sheet and report to COR	One time, at completion of orientation, approximately 25 days prior to NFLEX; NLT 28 Sep (approx.)
3.0.1.10	Instrument presentation(s) and any related materials submitted	100% of instrument presentations and any related materials delivered electronically in proper MS format	PERS-00F will review materials and report to COR	One time, at completion, approximately 7 days prior to NFLEX; NLT 15 Oct (approx.)
3.0.1.11	Hard copies of self-assessment reports on site for Navy flag officers, SES and all spouses	100% hard copies of MBTI for Navy Flag officer participants, SES and all spouses onsite when NFLEX program is scheduled to begin.	DNS POC will observe and report to TPOC	One time, upon completion, NLT when NFLEX program begins; NLT 22 Oct (approx.)
3.0.1.13.2	One (1) 2-hr presentation focused on PERS-00F purchased self-assessment instrument	Delivered in accordance to DNS NFLEX schedule with favorable feedback from participants	COR will review comments and ratings submitted by participants as part of the DNS module evaluation	One time, upon completion; NLT 25 Oct (approx.) of scheduled session

3.1 360 Administration ICW NFOSES

(1 January – 31 May)

This section (3.1) pertains to Navy Flag officers only. The 360 data collection and tracking will begin 1 January, and an overview of the 360 process and the initial one-on-one coaching sessions will be delivered when scheduled during the day immediately preceding NFOSES after the overview session. Over an eight-month period of time, the contractor's coaches shall conduct two additional individual coaching sessions with each of the participants they coached, with monthly status reports of follow-up coaching sessions provided as indicated in Section 3.2.3.2. As further stated in Section 3.2.4, the first telephone coaching session should occur within 3-4 months after the initial NFOSES Program coaching session, and the second telephone coaching session should occur within 8 months after the initial NFOSES Program coaching session. The follow-on coaching sessions are via telephone and scheduled individually as the Navy's Flag officers are disparately located across several continents and time zones, not allowing them return visits for a two-hour stand-alone coaching session.

3.1.1 360 Administration Tasks and Deliverables (Administration of the 360)

3.1.1.1 The contractor shall ensure participants (up to 45 Flags Officers only) complete the BIF and PROFILOR 30 days prior to the NFOSES start date. In the event participants fail to complete required surveys with the 30 days prior to NFOSES, the contractor shall notify the COR within 24 hours.

3.1.1.2 90 days prior to the start of NFOSES, the Navy shall provide the contractor electronic copies of the self-assessment instruments (MBTI) previously debriefed in another program, the 360 instruments (PROFILOR[®]) and appropriate access to the 360 data collection management system, as well as items for BIF.

3.1.1.3 90 days prior to the start of NFOSES, the contractor shall create a secure web portal to facilitate completion of the Biographical Information Form (BIF) by Navy Flag Officer participants.

3.1.1.4 85 days prior to the start of NFOSES, the contractor shall coordinate with the 360-instrument provider and PERS-00F to ensure appropriate customized reminders are loaded into the 360-management system.

3.1.1.5 65 days prior to the start of NFOSES, the contractor shall begin tracking, managing and reporting completion by participants of the BIF and the 360 Assessment instruments. Reports shall be made to PERS-00F.

3.1.1.6 The contractor shall use the appropriate completion reports on its secure portal (for the BIF) and the tracking reports from the 360 feedback instrument website to track completion of the BIF and 360 and to manage the automated reminders according to PERS-00F provided timeline.

3.1.1.7 Report completion status for BIF and 360 instruments for each Flag participant to PERS-00F each week on Wednesday at noon (EST).

3.1.1.8 20 days prior to the start of NFOSES, download and electronically send the appropriate BIF reports, self-assessment reports (MBTI), and 360 Assessment reports to assigned coaches for their preparation of each scheduled coaching session.

3.1.1.9 The contractor coaches shall utilize the survey results received to determine the the Flag Officer needs as identified in the 360 assessment, BIF and MBTI. Specifically, this means identifying the Flag Officer's significant strengths, weaknesses, personality preferences, and biographical traits. The contractor coach shall create a targeted development strategy based on these results for each participant they coach. The contractor shall assign a specific coach to each participant based on development needs, mutually agreeable Myers Brigs styles, and relatable background to that identified on the BIF. The contractor shall provide the COR two weeks prior to the course the name assigned coach for each of the flag officers and a description of coaches qualifications.

3.1.1.10 60 days prior to the start of NFOSES, Director of Navy Staff (DNS) and Navy Flag Management and Development Office (PERS-00F), the COR, shall provide a schedule of times 360 coaching sessions for participants attending the pre-NFOSES Program. The initial coaching sessions are a small, but very important part of a larger,

complex training symposium in which it precedes. Because the time allowed in the larger program is limited, the coaching sessions are typically scheduled in two to three 90 minute sessions separated by 30 minutes. The times and room numbers for sessions shall be provided by PERS-00F to the contractor approximately 30 days prior to program start date.

3.1.1.11 The contractor shall provide the required number of qualified coaches to equal one-third to one-half the number of Navy Flag officer participants (typically 15-21 coaches) to support the back-to-back coaching sessions as scheduled by DNS.

3.1.1.12 The contractor shall identify the initial number of coaches required 90 days prior to the start of NFOSES to the COR based on initial list of Flag Officers. The COR shall provide the number of Navy Flag Officer participants as determined by Navy Flag Management and Development (PERS-00F) NLT 60 days in advance of NFOSES start date.

3.1.1.13 To ensure maximum effectiveness of the coaching sessions, the contractor shall use the BIF and the self-assessment (MBTI) results to pair each NFOSES Navy Flag officer participant with a contractor provided executive coach to best fit the Navy Flag officer's needs. This shall be accomplished 25 days before the NFOSES starts.

3.1.1.14 25 days prior to the start of NFOSES, develop a detailed coaching schedule to reflect the time, location and coach/participant pairing for each 90 minute one-on-one coaching session offered to Navy Flag officer participants attending NFOSES.

3.1.1.15 Times and room numbers for coaching sessions shall be provided by PERS-00F (after consultation with DNS) to Contractor.

3.1.1.16 20 days before the coaching sessions, coaches shall receive from the contractor all necessary reports and materials needed for their respective coaching sessions. They are expected to interpret and integrate data and information from their assigned participant's Biographical Information Form, the self-assessment instrument report, the 360 feedback report and comparative norms and group summary reports provided to contractor for Navy Flag officer participants attending NFOSES.

3.1.1.17 Each Navy Flag officer participant receiving coaching sessions shall receive hard copies of their 360 feedback report during the 360 Introduction and Overview presentation (ref.3.1.2.4) when scheduled by DNS as part of NFOSES. This presentation shall take place prior to the first coaching session and shall allow participants enough time to briefly review their own results before their coaching session.

3.1.1.18 At the coaching session, coaches shall provide a foundation of data-driven executive level insight from which the participant and coach shall identify future development actions to enhance their individual effectiveness as a senior Navy executive.

3.1.1.19 20 days prior to the start of NFOSES, all Coaches shall attend a two-hour orientation meeting conducted by Navy Flag Management and Development focusing on subject matter areas to be incorporated into coaching sessions, such as: ethics briefing and expectations/standards of Navy Flag officers, discussion of Signature Behaviors of the 21st Century Sailors, requisite experience leading to flag selection, goals of the NFOSES program in which this coaching is offered, transition challenges typically faced by new Navy Flag Officers, and Navy Flag officer development opportunities.

3.1.1.20 The contractor and PERS-00F shall coordinate location and date/time of meeting.

3.1.1.21 PERS-00F will provide Coaching Evaluation forms to all coaches to be used by Navy Flag officer participants to evaluate the effectiveness of their individualized coaching sessions. Additional copies to be used by participants to evaluate their coaching sessions shall be provided to the coaches by the contractor POC just prior to the coaching sessions.

3.1.1.22. 25 days prior to the start of NFOSES, person(s) providing the Introduction and Overview of the 360 degree instrument to Navy Flag officers only will attend a two-hour orientation meeting conducted by Navy Flag Management and Development to prepare the presenter(s) for a 45 minute 360 feedback introduction (Sections 3.1.1.19 and 3.1.2.4). This orientation will focus on sequencing of instrument topics to be incorporated into presentations, as well as manner in which the theoretical foundation and use of the instruments is explained. This orientation is separate and distinct from the orientation for coaches.

3.1.1.23 The contractor and PERS-00F shall coordinate location and date/time of meeting.

3.1.1.24 The contractor shall email to PERS-00F all presentation and related materials not later than 7 working days prior to commencement of NFOSES. All presentation and related documents and materials shall be created and delivered electronically in Microsoft Office format, version 7.0 or higher (e.g., Word, PowerPoint, or Excel).

3.1.2 Event Tasks and Deliverables

Event Data Management Tasks

3.1.2.1 Navy Flag officers: Print hard copies of 360-feedback reports and make them available on-site for Navy Flag officer participants two days prior to the start of NFOSES. Seal in individually labeled envelopes for each participant.

3.1.2.2 Deliver to Director, Navy Staff (DNS -2) POC not later than two days prior to the start of NFOSES. NFOSES : Print hard copies of self-assessment (MBTI) reports for each participant and make them available two days prior to the start of NFOSES. Seal in individually labeled envelopes.

3.1.2.2.1 Deliver to Director, Navy Staff (DNS -2) POC Not later than two days prior to the start of NFOSES.

3.1.2.3 The contractor central Point of Contact (POC) shall be onsite during the time period allocated to the coaching sessions at NFOSES shall provide one 20-minute orientation meeting for coaches prior to the coaching sessions, to coordinate last minute schedule adjustments, provide any coaching materials not already distributed, and facilitate coaches getting situated in rooms allocated to them for their coaching sessions.

3.1.2.3.1 Coaches and POC arrive at NFOSES 45-minutes prior to the first scheduled coaching session to allow time to get last minute updates, attend the POC-led orientation, ensure all coaches have the required information, and to allow time to find the rooms allocated to them for their coaching sessions.

3.1.2.3.2 POC shall provide a 20-minute orientation meeting in an assigned meeting room for all coaches prior to their first scheduled 360 executive coaching session. The orientation meeting should cover location of coaching rooms assigned, handout of the Coaching Evaluation form to give to Navy Flag officer participants receiving coaching to allow them to evaluate their coaching session, and other logistical information germane to their coaching experience.

Event Instrument Presentation Tasks

3.1.2.4 Presentation Task: Provide one (1) 45-minute 360 feedback instrument (currently PROFILOR[®]) introduction and overview presentation to all participants during the day preceding NFOSES during time scheduled by DNS.

3.1.2.4.1 DNS will schedule this presentation to occur before the Flag Officer coaching sessions to allow some time for the Flag participants to review their results before their individual executive coaching session.

3.1.2.4.2 The audience will be a combined group of 40-50 U.S. Navy Flag Officers.

3.1.2.4.3 Contractor shall provide an experienced presenter, who is also certified on the instrument in which they shall be making the presentation, to deliver this 45 min presentation on the 360-feedback instrument. Person delivering presentation must be thoroughly familiar with the instrument, certified to use it, and capable of articulating the components of the instrument and its meaning to his/her intended audience in layman's terms.

3.1.2.4.3.1 Presenter arrives at NFOSES 30-minutes prior to the scheduled presentation to allow time to find the room allocated to him/her for his/her presentation and to load presentations onto audiovisual equipment.

3.1.2.4.3.2 Each Navy Flag officer participant that completed this assessment shall receive a copy of his or her own report sealed in individually labeled envelopes during this session (ref3.1.2.1). PERS-00F shall coordinate with DNS-2 POC the distribution of the sealed envelopes prior to the presentation.

3.1.3 Coaching Task. The assigned coaches shall meet with the individual flag officer as scheduled in the coaching schedule described in 3.1.1.15. The initial coaching sessions are a small, but very important part of a larger, complex training symposium on many other topics. The time allotted typically requires the coaching sessions be scheduled in two or three 90 minute sessions separated by 30 minutes.

3.1.3.1 During the coaching sessions, the assigned coach for each flag officer shall cover the results of the 360 assessments and make appropriate connections with results of the MBTI and Biographical Information Form. The coaches shall present the identifiable highs and lows in the data for each flag officer and address the targeted development identified in the pre-event surveys. The coaches shall create in conjunction with the assigned flag officer at least 3 objectives that address targeted development needs. The coaches shall also address methods of accomplishing these objectives utilizing the traits identified through the surveys and tools found through the pre-event tasks.

3.1.3.2 This contractor shall not provide content in this section or any other section that violates the policy covered under DFARS PGI 237.102-73 Prohibition on contracts for services of senior mentors. As defined by DFARS 237.101 a "Senior Mentor" is a retired flag, general, or other military officer or retired senior civilian officials who provide expert experience-based mentoring, teaching, training, advice, and recommendations to senior military officers, staff, and students as they participate in war games, warfighting courses, operational planning, operational exercises, and decision-making exercises. The scope of this course does not encompass any of the activities listed above. Furthermore, the course objectives shall be delivered by the Government to the Contractor by email and the deliverables shall also be delivered by email to the Government.

3.1.3.3 Within 10 days after NFOSES completion, the Contractor shall provide PERS-00F structured feedback from each coach summarizing how the overall coaching sessions went and the effectiveness of the particular 360 instrument, the self-assessment instrument, Signature Behaviors of the 21st Century Sailors, the norms group report, the Biographical Information Form, and any other materials provided to support their coaching session with Navy Flag officer participants at this stage in their careers and in this setting.

3.1.4 360 Assessment Event Deliverables (1 January – 31 May approximately)

The contractor shall be responsible for preparing deliverables in support of the tasks identified in this PWS.

Task	What will be inspected	Acceptable Quality Level (AQL)	Method	Frequency
3.1.1.3	Web portal to collect BIF data	Completion of web portal in accordance to task within timelines provided by PERS-00F	TPOC will observe and report to COR	One time, approximately 90 days prior to NFOSES;
3.1.1.4	Reminder emails loaded	100% appropriate emails loaded and sent according to PERS-00F timeline	TPOC will observe and report to COR	One time, approximately 85 days prior to NFOSES
3.1.1.5	Status report for BIF, and 360 instruments completed by all Navy Flag Officer participants	Submittal of full status report	PERS-00F will observe and report to COR	Starting approximately 65 days prior to NFOSES, reports due each Wednesday at noon (EST) starting IAW timeline provided by PERS-00F; (approx.)
3.1.1.11	Number of qualified coaches	Number of coaches equals one-third or one-half the number of Flag Officer participants	TPOC review Detailed Coaching schedule and report to COR	One time, approximately 25 days prior to NFOSES; (approx.)
3.1.1.14	Detailed Coaching schedule	Shows pairing of coaches with participants and adheres to DNS scheduled coaching session times and rooms	TPOC review Detailed Coaching schedule and report to COR	One time, approximately 25 days prior to NFOSES; (approx.)
3.1.1.22	Attendance of 2-hr orientation conducted by PERS-00F for instrument presenter(s)	100% of instrument presenter(s) attend	TPOC will review attendance sheet and report to COR	One time, at completion of orientation, approximately 25 days prior to NFOSES; (approx.)
3.1.1.19	Attendance of 2-hr orientation conducted by PERS-00F for all coaches	100% of coaches attend	TPOC will review attendance sheet and report to COR	One time, at completion of orientation, approximately 20 days prior to NFOSES; (approx.)

3.1.1.24	Instrument presentation(s) and any related materials submitted	100% of instrument presentations and any related materials delivered electronically in proper MS format	PERS-00F will review materials and report to COR	One time, at completion, approximately 7 days prior to NFOSES; (approx.)
3.1.2.1	Hard copies of 360 reports onsite for Navy Flag officer participants	100% hard copies of 360 reports for all Navy Flag officer participants onsite 2 days prior to start of NFOSES program is scheduled to begin.	DNS POC will observe and report to TPOC	One time, upon completion, NLT 2 days prior to start of NFOSES program begins; (approx.)
3.1.2.2	Hard copies of self-assessment reports on site for Navy flag officers	100% hard copies of MBTI for Navy Flag officer participants, onsite NLT 2 days prior to start of NFOSES program is scheduled to begin.	DNS POC will observe and report to TPOC	One time, upon completion, NLT 2 days prior to start of NFOSES program begins; (approx..)
3.1.2.3.1	Arrival time	All coaches and POC arrive 45 minutes prior to first scheduled executive coaching session	TPOC will observe and report to COR	One time, 45 min prior to first scheduled coaching session (approx.)
3.1.2.3.2	Attendance of pre-coaching session orientation at scheduled NFOSES time and at meeting led by POC	100% of coaches attend	TPOC will observe and report to COR	One time, 45 min prior to first scheduled coaching session; (approx.)
3.1.2.3.2	Evaluation of coaching sessions	3 or higher score on "Overall value" of coaching session	COR will review Coaching evaluation forms submitted by each Flag Officer	One time, upon completion of the scheduled coaching sessions; (approx.)
3.1.2.4	One (1) 45 minute presentation focused on PERS-00F purchased 360 feedback instrument	Delivered in accordance to DNS NFOSES schedule with favorable feedback from participants	COR will review comments and ratings submitted by participants as part of the DNS module evaluation	One time, upon completion; (approx.) of scheduled session
3.1.3.3	Feedback report from each coach	100% submittal of reports by coaches	COR will review Feedback reports from each coach	One time, upon completion, within 10 days after NFLEX completion; NLT Nov 13 (approx.)

**3.2 360 First Follow-On Coaching Post-NFOSES
(1 June – 30 September)**

3.2.1 The contractor coaches shall utilize the survey results discussed in the initial coaching session and development strategies identified to determine a targeted development strategy for each Flag Officer they coach. Survey results include: the 360 assessment, BIF and MBTI. Specifically, the contractor coaches shall continue focus on the Flag Officer’s strengths, weaknesses, advantages and disadvantages of MBTI preferences, and relevant impact of biographical traits while building on insights and strategies developed in the initial coaching session. The contractor coaches initially assigned to a Flag Officer are expected to continue coaching through the follow-on sessions; however, if a change of coach is required, the contractor shall assign a replacement coach to each Flag Officer based on Flag Officer’s development needs, mutually agreeable MBTI preferences, and reliable background identified on the BIF.

3.2.2 The assigned coach for the flag officer shall review the results of the 360 assessments and MBTI. They shall present the identifiable highs and lows in the data for each flag officer, address the targeted development needs identified in the pre-event surveys, and review results of development efforts initiated since the last coaching session. The coaches shall create in conjunction with the assigned flag officer at least 3 objectives that address targeted development needs. The coaches shall also address potential methods of accomplishing these objectives with the flag officers utilizing the flag officer’s traits, identified through the pre-event surveys, and the insights gained during the initial coaching session.

3.2.3 In the first 3-4 months following the NFOSES coaching session, each coach shall provide one individual 60-minute telephone coaching session as follow-up to the initial face-to-face coaching they received during the NFOSES program. The first telephone coaching session should occur within 3-4 months after the initial NFOSES coaching session.

3.2.3.1 These coaching sessions shall cover progress of meeting the objectives established during the initial coaching session for each of the Flag Officers.

3.2.3.2 The contractor shall track follow-up sessions for all coaches and Navy Flag officer participants coached and shall provide PERS-00F monthly status reports of completion.

Event Deliverables

The contractor shall be responsible for preparing deliverables in support of the tasks identified in this PWS.

3.2.4 360 First Follow-On Coaching Post-NFOSES (1 June – 30 September)

3.2.3	1 Follow up coaching sessions for Flag Officer participants: 1 within 3-4 months of NFOSES	100% follow-up to schedule all Flag officer participants for their 3 month 60 minute coaching sessions	COR will review status reports submitted by contractor	Monthly, 30 th of every month; Starting NLT 30 Jun (approx.) after completion of NFOSES until completion of follow up sessions
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3.3 360 Second Follow-On Coaching Post-NFOSES (1 October – 31 December)

3.3.1 The contractor coaches shall utilize the survey results received as part of the initial coaching and the results of the first follow-on coaching discussion to determine targeted development for each Flag Offices they coach. The contractor coaches shall create a targeted development coaching strategy for relevant issues that emerge based on these results. Contractor coaches initially paired with a Flag Officer are expected to accomplish both follow-on sessions. Should a

change of coach be necessary, assignment of a new coach shall consider the targeted development needs, MBTI preference compatibility and relatable background.

3.3.2 The assigned coach for the flag officer shall use the results of the 360 assessments, implications of MBTI preferences, and issues that emerged in previous coaching sessions to determine an appropriate targeted development strategy. The coaches shall create in conjunction with the assigned flag officer at least 3 objectives that address targeted development needs. The coaches shall address methods of accomplishing these objectives with the flag officers utilizing the flag officer’s traits, identified through the surveys, and success strategies that have emerged in previous coaching sessions.

3.3.3 Five to eight months following the NFOSES coaching session, each coach shall provide one individual 60-minute telephone coaching session as follow-up to the initial face-to-face coaching they received during the NFOSES program. The first telephone coaching session should occur within 5-8 months after the initial NFOSES coaching session.

3.3.3.1 These coaching sessions shall cover progress of meeting the objectives established during the initial coaching session and the first follow-up session for each of the Flag Officers.

3.3.3.2 The contractor shall track the second follow-up sessions for all coaches and Navy Flag officer participants coached and shall provide PERS-00F monthly status reports of completion.

Event Deliverables

The contractor shall be responsible for preparing deliverables in support of the tasks identified in this PWS.

3.3.4 360 Second Follow-On Coaching Post-NFOSES (1 October – 31 December)

3.3.3	1 Follow up coaching sessions for Flag Officer participants: 1 approx 3-4 months after 2 nd session	100% follow-up to schedule all Flag officer participants for -8 month 60 minute coaching session	COR will review status reports submitted by contractor	Monthly, 30 th of every month; Starting NLT Oct 31 (approx.) after completion of NFOSES until completion of follow up sessions
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4.0 Surveillance Method

The surveillance method for the deliverables listed above shall be personal observation and interviews conducted after coaching sessions at the NFOSES Symposium. If performance falls below the AQL defined above, the Contracting Officer’s Representative (COR) shall document the instance(s), coordinate with the Contracting Officer and advise the Contractor. The Contractor shall be requested to review the documentation and provide a written response on how performance shall be corrected in the future. Re-performance of any work for failure to perform in accordance with the specified AQL or task requirement shall be completed at the Contractor’s own expense and at no additional cost to the Government.

5.0 Minimum Qualifications

Coaches:

- Each coach shall be certified and licensed by Consulting Psychologist Press (CCP) or an authorized affiliate to interpret and use the Myers Briggs Type Indicator (MBTI), Form Q, Step II, Interpretive Report.
- Each coach shall be certified and licensed by PDI to interpret and use their executive level PROFILOR[®] 360 assessment instrument.
- Each coach shall have prior experience interpreting and using the self-assessment instrument (currently MBTI) and 360 assessment instrument (currently PROFILOR[®]) with senior leaders.
- Experience coaching Navy Senior Leaders beyond beginner level as described below.
 - Past experience in U.S. Navy New Flag Officer Training Seminar (NFOTS) or New Flag Officer and Senior Executive Training Symposium (NFLEX) program for new Flag Officers (or)
 - Experience coaching senior military leaders in the DoD and familiarity with the unique organizational context and issues senior military leaders face.
- Education and/or experience
 - Demonstrated performance (at least five years) coaching Senior Executives about on-going personal, organizational, and leadership issues.
 - At least Masters level education in the behavioral sciences or other disciplines focused on personal, organizational or business issues so as to be able to bring to bear acknowledged and relevant expertise to provide insight about difficult decisions faced by leaders in complex organizations.

2. Instrument Presenters:

- Presenter(s) shall be certified to use the instrument they are introducing and
- Experience presenting feedback from these instruments to executive audiences and experience with practical application of results in executive situations.

6.0 Period of Performance

The total Period of Performance for the initial coaching requirement is: 1 August 2016 – 31 December 2017, with two option coaching periods:

Coaching Group 1: 1 August 2016 – 31 December 2017

- Self-Assessment ICW NFLEX (1 August 2016 – 31 December 2016)
- 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2017 – 31 May 2017)
- 360 Follow-up Coaching and Feedback (1 June 2017 – 30 Sep 2017)
- 360 Follow-up Coaching and Feedback (1 Oct 2017 – 31 Dec 2017)

Coaching Group 2 (Option Period): 1 August 2017 – 31 December 2018

- Self-Assessment ICW NFLEX (1 August 2017 – 31 December 2017)
- 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2018 – 31 May 2018)
- 360 Follow-up Coaching and Feedback (1 June 2018 – 30 Sep 2018)
- 360 Follow-up Coaching and Feedback (1 Oct 2018 – 31 December 2018)

Coaching Group 3 (Option Period): 1 August 2018 – 31 December 2019

- Self-Assessment ICW NFLEX (1 August 2018 – 31 December 2018)
- 360 Administration, data collection, tracking and coaching ICW NFOSES (1 Jan 2019 – 31 May 2019)
- 360 Follow-up Coaching and Feedback (1 June 2019 – 30 Sep 2019)
- 360 Follow-up Coaching and Feedback (1 Oct 2019 – 31 December 2019)

7.0 Place of Performance

Initial self-assessment session will be performed at Bolger Center, 9600 Newbridge Drive, Potomac, MD 20854-4436, Potomac, MD. The initial 360 coaching assessment will be performed at the National Conference Center located in Leesburg, VA or another facility within the greater DC Metropolitan area. Follow-on 360 coaching sessions to Navy Flag officer participants will be by telephone over an eight-month period after NFOSES.

8.0 Work Week and Hours of Operation

The Contractor shall provide services during planned, scheduled times during normal working hours excluding federal holidays and the evening session for interpretation of MBTI Step II results during the scheduled group activity. The NFLEX Program shall be held Sunday through Friday, excluding federal holidays. Normal working hours are as provided by Director, Navy Staff, Monday through Friday, unless requirements dictate otherwise. Exceptions can be permitted by the COR upon request and at the COR's discretion. For 2015, the NFLEX Program occurred 25-30 October 2015. For 2015, the self-assessment evening presentation was scheduled for Tuesday, 27 October, 1630-1830, and the 360 overview session and the 360 coaching sessions for Navy Flag officers only were scheduled for Wednesday, 28 October, 1300-1800. For 2016, the NFLEX Program will occur, 23-28 October 2016, with similar scheduling of self-assessment evening presentation. For 2017, the NFLEX Program will occur 22-27 October 2017. Dates past 2017 are not yet finalized. However, it is estimated that dates for 2018 will be 21-26 October 2018, and it is estimated the dates for 2019 will be 20-25 October 2019. As stated in Section 2.0, the NFLEX Program is 5.5 days in length, and usually held at the end of October of each year, with exact dates TBD. The exact timeline used each year will be developed by PERS-00F and subject to change based on the calendar. The contractor will be notified of any changes 90 days prior to the NFLEX start date.

The NFOSES Program shall be held Wednesday through Friday, excluding federal holidays. Normal working hours are as provided by Director, Navy Staff, Wednesday through Friday, unless requirements dictate otherwise. Exceptions can be permitted by the COR upon request and at the COR's discretion. For 2017, the NFOSES Program will occur, 6-7 April 2017, with 360-degree assessment activities (360 overview session, and 360 coaching sessions) occurring 5 April 2017. For 2018, the NFOSES Program will occur, 12-13 April 2018, with 360-degree assessment activities (360 overview session, and 360 coaching sessions) occurring 11 April 2018. The NFOSES Program is 3 days in length, and usually held in early to mid-April of each year, with exact dates TBD. The exact timeline used each year will be developed by PERS-00F and subject to change based on the calendar. The contractor will be notified of any changes 90 days prior to the NFOSES start date.

Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

9.0 Government Furnished Information

Any applicable documents that are authorized for use in performance of these services shall be provided, in accordance with security and contract terms and conditions.

The following information and instruments shall be provided for each participant:

- Biographical Information Forms (questions to be asked and format only)
- Myers-Briggs Type Indicator – Step II (licensed by Consulting Psychologists Press)
- Navy Senior Executive PROFILOR[®] report (licensed by PDI Ninth House)
- PROFILOR[®] appropriate norms from group reports of all Navy Flag officer participants attending NFLEX.
- Signature Behaviors of the 21st Century Sailors

Note: Data collected for this program is not to be used for any purpose except the conduct of the individual coaching sessions in NFLEX. No analysis or research using this data is allowed.

To ensure confidentiality and protection of private information, the BIF, self-assessment instrument, and 360-assessment shall be completed and scored online using secure websites managed by Consulting Psychologists Press (for MBTI), the Contractor (for Biographical Information Form), and Korn-Ferry (for the PROFILOR). These reports shall be printed by the Contractor and provided to participants in individually sealed and labeled envelopes during the course and electronic copies shall be sent to only the coaches for Navy Flag officer participants receiving a coaching session.

All handling of data and reports by the Contractor shall follow applicable legal, regulatory, and policy requirements regarding confidentiality and protection of private information. Data and results shall not be available to anyone except the participants and their coaches (for those receiving one-on-one coaching). The findings, conclusions, results, and data manifested in these three tools shall become the basis for the Contractor's coaching sessions with participants and follow-on development plans pursued with Flag Management and Development (PERS-00F) after the NFLEX program.

10.0 Travel

Allowance for up to five coaches to travel to Leesburg, VA or the greater DC Metropolitan area from a home of record located in the continental United States.

11.0 Classification

Unclassified

11.1 Privacy Act Statement

“Pursuant to Title 5 United States Code 552a(m)(1), the contractor and all employees of the contractor working under this contract are required to comply with the requirements of 5 U.S.C. 552a (“The Privacy Act of 1974”).”

11.2 Contractor Identification

In accordance with DFAR 211.106, there shall be a clear distinction between Government employees and service contractor employees. Service contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

12.0 Non-Personal Services Statement

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

13.0 NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. 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.

(b) The standard language to be inserted is:

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] 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>.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
0002	POP 01-JAN-2017 TO 31-MAY-2017	N/A	N/A FOB: Destination	
0003	POP 01-JUN-2017 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2017 TO 31-DEC-2017	N/A	N/A FOB: Destination	
0005	POP 01-AUG-2017 TO 31-DEC-2017	N/A	N/A FOB: Destination	
0006	POP 01-JAN-2018 TO 31-MAY-2018	N/A	N/A FOB: Destination	
0007	POP 01-JUN-2018 TO 30-SEP-2018	N/A	N/A FOB: Destination	

0008	POP 01-OCT-2018 TO 31-DEC-2018	N/A	N/A FOB: Destination
0009	POP 01-AUG-2018 TO 31-DEC-2018	N/A	N/A FOB: Destination
0010	POP 01-JAN-2019 TO 31-MAY-2019	N/A	N/A FOB: Destination
0011	POP 01-JUN-2019 TO 30-SEP-2019	N/A	N/A FOB: Destination
0012	POP 01-OCT-2019 TO 31-DEC-2019	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
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
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
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
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023 Alt II	Transportation of Supplies by Sea (APR 2014) Alternate II	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. See criteria below:

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 four 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.

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 FAR 52.212-1 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 his discretion.

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 FAR 52.212-1, and shall contain a response to each of the areas identified in FAR 52.212-1. Offers will be evaluated on each of the following evaluation factors:

1.5.1 The Government will evaluate proposals based on the following Factors, listed in descending order of importance:

1.5.1.1 Factor I: Technical Expertise and Capability

1.5.1.2 Factor II: Past Performance Confidence

1.5.1.3 Factor III: Price/Cost (The government shall evaluate for cost realism, reasonableness, and lowest cost/price)

2.0 FACTOR I-Technical Evaluation:

2.1 Factor I, Technical Expertise and Capability, 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 sub-factor listed above to receive an overall technically "Acceptable." In other words, an unacceptable rating for any sub-factor will result in an overall rating of "Unacceptable for Factor I and the proposal may not be considered further for award.

2.2 The purpose of the Technical Expertise and 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.

2.3 There are three sub-factors under Factor I (Technical): Sub-factor (1) (Technical Approach), Sub-factor (2) Management Plan/Staffing Plan and Sub-factor (3) (Resumes). An unacceptable in any sub-factor may result in an overall Factor I rating of unacceptable, rendering the entire proposal ineligible for award.

2.4 The Government will evaluate each Technical Expertise and Capability (TEC) proposal based on its ability to clearly demonstrate its methodology and ability to perform all tasks listed in the PWS. The TEC proposal should demonstrate that the Offeror can accomplish the specified work in a technically competent, timely manner with a minimum of risk to the Government.

2.5 The Government will evaluate each offeror's performance requirements, processes, and related methods used to meet each PWS requirement. An overall rating of "Technically Acceptable" or "Technically Unacceptable" will be developed for each proposal as an integrated approach based on ratings for the Sub-factors. The Government will not award a task order to any offeror with a "Technically Unacceptable" overall rating.

2.6 The following Factor (I) Sub-factors shall be rated individually with these ratings used to determine and overall rating for Technical Expertise and Capability.

2.7 SUB-FACTORS

2.7.1 Sub-factor 1: Technical Approach

2.7.1.1 The Government will evaluate each offer and determine if the Offeror has documented its understanding of the PWS and has effectively demonstrated a successful approach to accomplish the task.

2.7.1.2 The Government will evaluate technical approach to determine offeror's overall understanding and capability to successfully create and execute the PWS. In determining which rating to apply to the technical approach Sub-factor, the Government will evaluate the approach and schedule that will be incorporated into the program to achieve the stated objectives. Offerors should propose a clear approach to Data Management Tasks, Coaching Tasks, Instrument Presentation Tasks, and deliverables inclusive of delivery of presentations, coaching feedback sessions, orientation meetings, and instrument access/delivery.

2.7.2 Sub-factor 2: Management Plan/Staffing Plan

2.7.2.1 The Government will evaluate each offeror's Staffing/Schedule to determine it has successfully demonstrated that it and its proposed subcontractors will be capable of providing 100% of the required staffing (in terms of labor type and quantity) for the task order. The Government will analyze each offeror's comprehensive and detailed approach to staffing the contract and its ability to train and retain the contractors' and subcontractor employees.

2.7.2.2 The Government will evaluate each offeror's ability to meet the schedule, in terms of placement of the offeror's employees at the required locations within the various time frames that will be required for the Task Order.

2.7.2.3 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 degree 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.

2.7.2.4 The Government will evaluate the staffing plan to determine the offeror's ability to support the management and technical approach set forth under subfactor (1). Offers should discuss the ability of the proposed instructors to meet performance objectives.

2.7.3 Sub-factor 3: Resumes [Note: Letters of Intent required for other than Contractor/Sub-contractor employees. Please make it clear in the proposal if resumes are provided for current employees.]

2.7.3.1 The Government will evaluate Subject Matter Expert(s) (SMEs) or other identified Key Personnel resumes to determine if proposed personnel meet or exceed requirements and therefore has direct PWS-related knowledge, skills and experience. The knowledge skills should be recent, i.e. within the last three (3) years.

2.7.3.2 The Government enjoys discretion in determining whether the resumes properly demonstrate the knowledge, skills and experience levels required to meet the PWS requirements. Care should be taken to explain how any experience relates to the key position. Merely stating years of experience, or where the proposed personnel worked, will not be sufficient. Each resume should be detailed work experience and affirmatively demonstrate how it relates to the PWS stipulated qualifications.

2.7.3.3 The Government will evaluate the key personnel resumes for experience/skills and education/knowledge. In determining which rating to apply, the Government will consider the extent to which the described experience and

education are in-depth, significant, relevant, and recent. The Government will also consider the extent to which the described experience and education contribute to successful performance of the PWS and/or the mission. The PWS sets forth a description of the education and experience for each key labor category that is required in order to successfully perform the contract.

2.7.3.4 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.

2.8 The following table of Ratings/Definition/Description shall be used for the Technical/Risk Rating for each Sub-factor and for Factor (I). The overall Factor I (Technical) rating will be determined by evaluating the ratings for each of the sub-factors. The offeror shall receive a rating of technically acceptable in all sub factors to receive an overall rating of technically acceptable for Factor-I (Technical). Without a technical acceptable rating for Factor I (Technical) the offeror may not be evaluated further for past performance and/or price.

TABLE 2, 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. Proposal is unawardable.

* Failure to provide key personnel who meet the listed personnel qualifications may result in an “Unacceptable” for Personnel Qualifications

2.8.1 Unacceptable Rating. Any offeror receiving a score of “unacceptable” in a factor or any sub-factor may render the entire proposal ineligible for award.

3.0 FACTOR II - Past Performance:

3.1 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)	In the case of an offeror without a record of relevant past performance or for information on past performance is not
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort	

Note:
whom

available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

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

3.3 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.

3.4 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 Navy will characterize this past performance as "unknown past performance." In the context of ratings for acceptability/unacceptability, the Navy will evaluate "unknown past performance" as "acceptable."

3.5 The Navy 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 Navy will consider whether each offeror has adequately performed prior relevant contracts in areas such as timeliness, quality, cost control and customer satisfaction.

3.6 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.

3.7 Definitions:

3.7.1 Performance Confidence Assessment is an evaluation of the likelihood (or government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

3.7.2 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.

3.7.3 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.

3.7.4 Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which the offeror's proposed approach to achieving the technical factor or sub-factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased government oversight, and the likelihood of unsuccessful contract performance.

3.7.5 Strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the government during contract performance.

3.7.6 Weakness is a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

3.7.7 Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

4.0 Factor III – Price

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(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 eligible under the WOSB Program.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 size standards in this solicitation.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

(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) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, 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)(7)(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.

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

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

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

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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)(10)(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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

(List as necessary)

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

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §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.

(B) 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. §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.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §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.

(D) 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).

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—

—	—
—	—

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ___

Immediate owner legal name: ___

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) 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 and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) 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 an 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.

(2) The Offeror represents that--

(i) 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; and

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

X (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

_____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

_____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one day 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 51 months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security

Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT

Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: John M. Faulkner

ADDRESS: john.m.faulkner@navy.mil
TELEPHONE: 619-556-6454

(End of Clause)

REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

UNIT PRICES (OCT 2001)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

CONTRACT ADMINISTRATION PLAN

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.

ADDENDUM TO FAR 52.212-1

Addendum to FAR 52.212-1 Instructions to Offerors -- Commercial Items

1.0 Proposal shall be sent via email by the specified RFP closing date and time. Proposals and backup documentation shall be clearly marked and divided into parts as indicated below.

Part	Content	Limit
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Offer	Completed SF 1449	Unlimited
Part I	Technical Expertise and Capability	20 Pages Maximum
Part II	Past Performance	8 Pages Maximum
Part III	Cost Proposal Spreadsheet	No Page Limit

1.1 The Contracting Officer will not evaluate any pages in excess of the specified limits.

1.2 Use Font style "Courier" or "Times New Roman" font size 12 and the paper size is 8 ½ x 11 inches.. Offeror may use the standard single cell spacing and smaller font size for excel spreadsheets in the Cost Proposal. However, please note that font size that is too small and or un-readable will not be considered.

1.3 All pages in each volume (hard or soft copies) shall be numbered sequentially (i.e., 1-20); pages identified above that are not included in the page limitation may be numbered differently or not at all. The Government will only evaluate that part of the proposal that complies with the instructions set forth herein. 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.

1.4 The proposal must convey evidence the offeror understands all RFP and 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.

1.5 Questions regarding this procurement must be submitted through email to the contract specialist at michael.oliva@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 other potential offerors.

2.5 Part Format

2.5.1 Offer, the offer shall complete and sign the SF 1449 along with all subsequent amendments issued.

2.5.2 Part I, "Technical Expertise and Capability". Contractors or offerors (used interchangeably) shall submit a written proposal, Part I, consisting of the following, as applicable: (1) Technical Approach, (2) Management/Staffing Plan, (3) and Resumes. The Technical Proposal shall not have any cost or pricing information. The Government requires the information described below in order to evaluate the offeror's ability to perform. Failure to adequately address any of the required information may constitute a "material omission," that may preclude further consideration for award.

2.5.3 Part 1 shall be no more than twenty (20) pages, excluding resumes. If any offer is not in compliance with the page limitation on Technical Proposals, the extra pages will be removed and not evaluated. While the number of resumes is unlimited, except as otherwise noted in this solicitation, resumes may not exceed three (3) pages per individual. Offerors shall include written letter of intent with any resumes submitted for personnel not employed by the offeror or its identified subcontractor.

2.5.4 Part II of the proposal is Past Performance. Part II shall be no more than eight (8) pages.

2.5.5 Part III of the proposal is Price/Cost. There is no page limit on the cost proposal. However, the cost proposal is to be strictly limited to cost information and the completed solicitation document.

3.0 Part Content

3.1 Technical Expertise and Capability

3.1.1 Technical Approach: Offeror must demonstrate how it will accomplish the task. (The Government is looking for an action plan.) Offeror shall provide a detailed narrative of how it will address complex problems, to include but not be limited to resources needed, expertise available, and team configuration (by name, labor category, and skill set). The plan will also outline the processes in place or to be implemented that will affirmatively demonstrate that the plan will accomplish the mission. Offeror shall also identify likely issues that will arise during the course and scope of task performance – and how it will address those issues successfully.

3.1.2 Management/Staffing Plan: Offeror will address Staffing/Schedule and Organization/Management. The proposal must describe how the offeror plans to provide 100% of the required staffing (in terms of labor type and quantity) for Task Order. Offeror must demonstrate how it will train and retain its personnel, including subcontracted labor. The Management Plan shall document how offeror will meet the schedule (in terms of placement of offeror personnel at the required locations in the required time frames specified in the task orders).

3.1.3 Resumes: The solicitation identifies 2 key personnel categories along with a description of qualifications. The contractor shall submit resumes for each of these categories. 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 these labor categories and for the contract. Proposal must provide the names and resumes of all personnel 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:

3.1.3.1 Name, years of experience, training, unique or special qualifications, positions held, and tenure with the vendor.

3.1.3.2 Summary of certifications demonstrating certification/licensure as specified in the PWS.

3.1.3.3 Summary of prior experience interpreting and using the 360 assessment PROFILOR® instrument.

3.1.3.4 Degrees held by each individual and/or other pertinent education. Includes Date(s), degree(s), and respective college or university from which the degree(s) were received. At least Masters level education in the behavioral sciences or other disciplines focused on personal, organizational or business issues so as to be able to bring to bear acknowledged and relevant expertise to provide insight about difficult decisions faced by leaders in complex organizations.

3.1.3.5 Summary of demonstrated performance (at least five years) coaching Senior Executives about on-going personal, organizational, and leadership issues.

3.1.3.6 A summary of past experience coaching Navy senior leaders beyond beginner level that includes either past experience in U.S. Navy New Flag Officer Training Seminar (NFOTS) or New Flag Officer and Senior Executive Training Symposium (NFLEX) program for new Flag Officers (or) experience coaching senior military leaders in the DoD and familiarity with the unique organizational context and issues senior military leaders face.

3.1.3.7 For instrument presenters, additionally a summary of qualifications demonstrating certification on instrument they are introducing and successful experience presenting feedback from these instruments to executive audiences and experience with practical application of results in executive situations.

3.2 Past Performance

3.2.1 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 Data" (OPPD) – Attachment 1.

3.2.2 **Completed OPPDs shall be submitted by email directly to Contract Specialist Michael Oliva Michael.a.oliva@navy.mil no later than the closing date of this solicitation.** Offerors may submit up to three (3) OPPDs as the prime contractor; subcontractors may submit up to two (2) OPPDs.

3.2.3 In addition to the OPPD, offeror's shall include in Volume II, a one to two page document listing all potential references. Information to be provided is reference name, address, phone number, email address, and any other identifying information with respect to the OPPD such as Contract Number or type of work provided.

3.2.4 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. 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.

3.2.5 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.

3.2.6 If the offeror possesses no relevant past performance, it must affirmatively state this fact in the Volume II submittal. Failure to submit OPPDs shall be considered certification that the offeror has no past performance in relevant services for the government to evaluate.

3.3 Price

3.3.1 The Offeror shall provide a single summary spreadsheet that supports the total amount of all CLINs listed in Section B. The contractor shall provide a list of all labor categories being proposed and the associated total quantity of hours; a cross-reference table if the contractor's internal labor categories do not match the categories provided in the solicitation; the details as to the basis of labor rates proposed (i.e. actual rates, wage rate determinations, bid level rates). Where a proposed price is based on a percentage of another price, an explanation must be provided, describing clearly the percentage used and the base to which it is applied. If the Offeror utilized additional spreadsheets to build CLIN pricing, these spreadsheets should be submitted as part of the Offeror's worksheet.

3.3.2 Submission of pricing information, subcontractor(s) if applicable submission of cost/pricing information, prime contractor/subcontractors (if applicable): each offeror's price proposal, including subcontractor(s), must be

submitted in a spreadsheet/Microsoft excel format with embedded and working calculations. do not submit this spreadsheet in pdf format. the use of macro commands is neither desired nor encouraged. contractor price spreadsheets are to be included in one work file to alleviate the need to combine, add, or transfer data from different work files. there is no page limit for price information.