



Center for Security Forces

East Region

**Antiterrorism/Navy Security
Force Instructor Contract**

N00024-15-R-3127

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Note: This PWS has been formatted to function two ways. If used electronically, each section listed in the Table of Contents is hyperlinked to the appropriate page of the document. If printed, use the two-sided document option on the printer

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SECTION 1 BACKGROUND AND GENERAL INFORMATION

Section 1-1 Scope

This Performance Work Statement (PWS) describes the performance requirements for Antiterrorism/Navy Security Force (AT/NSF) instructor services required by the Center for Security Forces (CENSECFOR) for their training sites within the East Region. This training shall be conducted for Navy personnel, Government civilian personnel and contractors, and shall be performed at Naval Technical Training Center, Lackland AFB, San Antonio, TX; CENSECFOR Detachment (Det) Chesapeake, VA; and CENSECFOR Learning Site (LS) Mayport, FL. The contractor shall support CENSECFOR in the performance of instructional/training duties at these training locations by providing instructor personnel who possess the requisite qualifications, expertise, and skill to deliver the respective courses of instruction.

Section 1-2 Purpose

The purpose of this PWS is to define the instructional, operational, and administrative tasks required to deliver formalized training support in the areas of antiterrorism and security to Navy personnel at the respective Fleet Concentration Areas (FCAs). All training shall be in support of the formal course curriculum as developed and provided by CENSECFOR, and shall be delivered under the coordination of the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director and Course Supervisor.

Section 1-3 Period of Performance

The period of performance associated with this PWS shall be for a twelve (12) month base period, and four twelve (12) month option periods to be exercised at the option of the Government. The twelve month base period is derived of a two (2) month mobilization period and the remaining ten (10) months of the base period for full performance of the contractor instructor services as described in this PWS.

Section 1-4 Breadth of Personnel Requirements

The contractor shall provide instructors at the training locations shown in Table 1-1 below. All instructor personnel shall possess the necessary qualifications, skills, background, and expertise as specified in Sections 4 and 5.

| Instructor Requirements (by location) | | | |
|---------------------------------------|---------------|---------------|-------|
| Location | AT Leadership | Weapons Based | Total |
| NTTC Lackland AFB, TX | 0 | 25 | 25 |
| CENSECFOR Det Chesapeake, VA | 1 | 23 | 24 |
| CENSECFOR LS Mayport, FL | 0 | 12 | 12 |
| East Region Totals | 1 | 60 | 61 |

Table 1-1 Instructor Requirements (by location)

Section 1-5 Contract Management

The site-specific CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director, under the cognizance of the CENSECFOR Director of Training (DOT), is responsible for the management of this training program. The CENSECFOR Contracting Officer Representative (COR) (listed in Section 1-6 below) shall serve as the Fleet Logistics Center, Norfolk (FLCN) Administrative Contracting Officer's (ACO) primary point of contact (POC). The CENSECFOR COR shall provide overall government oversight and management of this contract with the support of a designated Technical Assistant (TA) at each training location.

Section 1-5.1 Contract Program Manager

No later than ten (10) days after contract award, the contractor shall designate in writing an individual who will serve as the primary point of contact for the ACO and CENSECFOR COR regarding issues relating to this contract. This written designation shall be sent to the ACO and the COR. This individual shall be empowered to make management level decisions in support of this contract effort, and shall oversee the Contract Site Lead as detailed in Section 1.5.2 below.

Section 1-5.2 Contract Site Lead

The contractor shall designate a Contract Site Lead for each training location, who, in addition to performing instructor duties, shall provide overall management, supervision, and coordination of the daily production at the respective training location, and shall act as the local point of contact for the Government. The Contract Site Lead (or alternate acting in the absence of the Site Lead) shall have full authority to act for the contractor on all contract matters relating to the daily operations of the contract at the respective training location. The contractor shall furnish, in writing, to the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director, CENSECFOR COR, and designated TA, the names and phone numbers of the Contract Site Lead (and alternate) no later than ten (10) days prior to the end of the mobilization period. The contractor shall notify the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director, CENSECFOR COR, and designated TA within one (1) working day, whenever changes are made.

Section 1-6 Travel Requirements

Travel will be required to support Crew Served Weapons training. Additionally, contract instructors may be directed to travel in response to emergent operational needs. When emergent requirements arise which necessitate contractor instructor travel, the Government will make a best effort to provide at least 3 days of notice to the primary contractor point of contact. The Government is not responsible for arranging contract instructor travel itineraries or travel-related reservations.

Travel costs for transportation, lodging, meals and incidental expenses are allowable if incurred by contractor personnel on official company business. Travel related costs shall be reasonable. Costs for transportation may be based on mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Costs incurred for lodging, meals and incidental expenses shall be considered reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as

set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations, as applicable. See FAR 31.205-46 for more information on travel costs.

In the event that travel must be performed, the traveler shall submit a travel request in the format as specified by the contractor. A copy of this travel request shall be routed to the CENSECFOR COR. Upon validation of the travel requirement, the CENSECFOR COR shall provide the contractor with Government approval of the travel.

Any travel not directly related to a CENSECFOR requirement, and/or validated by the COR in advance of the travel, is not chargeable to the Government. Any travel required related to the temporary or permanent replacement of a contract instructor shall be accomplished at no cost to the Government.

Section 1-6.1 Travel in Support of Crew Served Weapons Instructor (CSWI) Training

During each CSWI course convening, students and instructors (including contract instructors) will be transported by the Government to MCB Quantico or Fort A. P. Hill (or alternate geographically separated site if required) in order to conduct live-fire training involving crew-served weapons systems. There are eight (8) scheduled convenings of CSWI on an annual basis, and each convening involves a two (2) night stay at the training site. During this remote training evolution, basic berthing (i.e., open barracks) is available at no cost to the contract instructors. However, no government messing facilities are available. Each contract instructor shall be entitled to reimbursement for subsistence in accordance with the FTR.

Section 1-7 Government Points of Contact

Center for Security Forces (CENSECFOR)

1575 Gator Blvd, Suite 338
Joint Expeditionary Base Little Creek-Fort Story
Virginia Beach, VA 23459-2751
Telephone: (757) 462-5240

Contracting Officer's Representative (COR)

Mr. Laurance H. Williams (N41)
CENSECFOR Headquarters
Telephone: (757) 462-5222
Email: laurance.williams@navy.mil

Director of Training (DOT) (N7)

CENSECFOR Headquarters
JEB Little Creek-Fort Story
Virginia Beach, VA 23459-2751
Telephone: (757) 462-5221

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Commanding Officer
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CENSECFOR Learning Site Mayport

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Naval Station, Mayport
Mayport, FL 32228-0147

Technical Assistant
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Procuring/Administrative Contracting Officer (PCO/ACO)

Ms. Carissa Butler
Fleet Logistics Center, Norfolk
Telephone: (757) 443-1338
Email: carissa.butler@navy.mil

Section 1-8 Government Roles and Responsibilities

The following descriptions are provided to clarify the roles and responsibilities of the government personnel associated with this contract effort. Further description of the PCO, COR, ACOR, and TA responsibilities can be found in the Contract Administration Plan (CAP) that is included as an attachment to this contract.

- **Commanding Officer (CO)** – The Commanding Officer is responsible for all aspects regarding the operation of the command. The CO makes the final decision in all cases involving the CENSECFOR organization.
- **Executive Director (ED)** – The Executive Director supports the CO by providing guidance to the CENSECFOR organization as to the priority and operation of the command mission.
- **Procuring Contracting Officer (PCO)** – The Procuring Contracting Officer has the authority to enter into contracts and manages the solicitation, proposal evaluation, source selection and contract award process.
- **Administrative Contracting Officer (ACO)** - The Administrative Contracting Officer ensures performance of all necessary actions for effective contracting ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the ACO that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The ACO is the only official authorized to obligate the Government or make changes in contract terms and/or conditions via a contract modification.
- **Contracting Officer's Representative (COR)** – An individual nominated by CENSECFOR, and designated in writing by the Contracting Officer to act as his/her authorized representative to assist in administering the contract. The source and authority of the COR is the Contracting Officer. COR limitations are contained in the written letter of appointment..
- **Alternate Contracting Officer's Representative (ACOR)** – When assigned, the ACOR is an individual nominated by CENSECFOR, and designated in writing by the Contracting Officer to perform the duties of the COR during periods of his/her absence

or non-availability. The authority and limitations of the ACOR are contained in the written letter of appointment.

- **Technical Assistant (TA)** – An individual nominated and designated in writing by CENSECFOR to act as the COR's authorized representative. TA limitations are contained in the written letter of appointment. Normally, a TA is appointed at locations that are geographically separated from the COR and will report directly to the COR. The TA provides detailed oversight of the Contractor's performance and reports on a regular basis (normally monthly), his/her findings to the COR. These findings should be timely, complete, and impartial. The TA will interact closely with the Contract Site Lead. Per the Federal Acquisition Regulations (FAR), the TA shall not provide technical direction (in this sense, the TA may not add, increase or redefine the contractual requirements contained in the contract and/or task order), nor provide clarification as to contractual requirements established in the contract and/or task order, but instead must refer all such inquiries to the COR.
- **Director of Training (DOT)** – The DOT oversees the Training Directorate, and has oversight over the development and maintenance of the various course curricula, sustainment of training standards, maintenance of training metrics, functional oversight of learning sites, and a myriad of related responsibilities. The DOT does not have authority to define, change, alter or clarify contract terms or conditions.
- **Training Specialist (TS)** – An individual attached to the CENSECFOR Training Directorate, and has oversight over the delivery and format of a specific course (or group of courses). The TS functions as a technical expert on the course material, and ensures that the course delivery is standardized throughout the domain. The TS does not have authority to define, change, alter or clarify contract terms or conditions.
- **Detachment Officer in Charge (OIC)** – Detailed as the Officer in Charge of a detachment. As OIC, this individual reports to the Commanding Officer, CENSECFOR and has responsibility for the delivery of training at that location. Additionally, he/she is responsible for the management of all resources assigned to that location, including personnel and facilities. The OIC oversees the daily production accomplished at the learning site, and frequently interacts with the Contract Site Lead. The OIC does not have authority to define, change, alter or clarify contract terms or conditions.
- **Learning Site Director (LSD)** – Learning Sites have a more limited training mission than a detachment. The CENSECFOR Commanding Officer appoints the Site Director, and the Site Director is responsible for the delivery of training as well as the overall management of all resources assigned to that location, including personnel and facilities. The Site Director oversees the daily production accomplished at the learning site, and frequently interacts with the Contract Site Lead. The LSD does not have authority to define, change, alter or clarify contract terms or conditions.
- **Course Supervisor (CS)** – The Course Supervisor is appointed by the Detachment OIC/Learning Site Director as the manager of a specific course of instruction. The Course Supervisor has responsibility for the delivery of the respective course of instruction, and ensuring that all required resources are available and in place at the appropriate time. The CS frequently interacts with the respective CENSECFOR TS, as well as the respective TA and Contract Site Lead. The CS does not have authority to define, change, alter or clarify contract terms or conditions.
- **Installation Commanding Officer/Officer in Charge** - The commander of a Department of Defense (DoD) activity providing logistic and administrative support to tenant activities at a given location. (The term "installation commander" encompasses "base commander," "community commander," or similar designations.)

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SECTION 2 APPLICABLE DOCUMENTATION AND SUPPORT MATERIALS

Section 2-1 Support Materials–Government Furnished Information (GFI)

GFI will be provided to the contract instructors at each training location to support the instruction of the Navy courses identified herein at the place of performance. The GFI shall consist of Navy Instructions (latest version), lesson outlines, instructor guides, student guides, special student handouts, and course tests for each course of instruction. The respective Course Supervisor shall be the focal point for coordination of receipt of GFI and resolution of issues surrounding the GFI. Return of GFI shall be coordinated with the Course Supervisor upon completion of contractor performance or as directed by the CENSECFOR COR or the FLCN PCO.

Section 2-2 Applicable Documentation

The following training course documentation and references contained in each, identifies enabling and terminal objectives listed within the Training Course Control Documents (TCCD). These documents are hereby incorporated by reference and become a part of this PWS to the extent specified herein. In the event of a conflict between documents referenced herein and the contents of this PWS, the contents of this PWS take precedence. Nothing in this PWS, however, supersedes applicable laws and regulations, unless a specific exemption has been obtained. Contractors shall use the most recent and up to date versions of these training documents, which will be provided by the Government.

Section 2-2.1 Training Course Control Documents (TCCD)

The following TCCDs shall serve as attachments to this PWS.

- Antiterrorism Training Officer, Level II (ATO) (J-830-0015) (Attachment A)
- Naval Security Force Officer (NSFO) (A-7H-0007) (Attachment B)
- Armed Sentry/Security Reaction Force – Basic (AS/SRF-B) (A-830-0018) (Attachment C)
- Security Reaction Force – Advanced (SRF-A) (A-830-0396) (Attachment D)
- Small Arms Marksmanship Instructor (SAMI) (A-041-0148) (Attachment E)
- Antiterrorism Training Supervisor (AT TRASUP) (A-830-0034) (Attachment F)
- Non-Compliant Boarding, Visit, Board, Search, and Seizure (NCB VBSS), (A-830-0395) (Attachment G)
- Master at Arms, Class A (MAA) (A-830-0011) (Attachment H)
- Submarine Force Crew Served Weapons Instructor (SUBFOR CSWI) (A-041-0012) (Attachment I)
- Crew Served Weapons Operations and Maintenance (CSW O&M) (A-041-0013) (Attachment J)
- Crew Served Weapons Instructor (CSWI) (A-830-2215) (Attachment K)

Note 1: The TCCD for Visit, Board, Search, and Seizure Boarding Officer (VBSS BO), (A-2E-0085) contains sensitive information, and is classified as “For Official Use Only” (FOUO).

As such, public release of this document is not authorized.

Note 2: Some of the GFI provided to contract instructors for the Antiterrorism Officer (Level II) course will be classified as CONFIDENTIAL or higher. There is no requirement for contract instructors to retain or store classified information; however, any classified GFI imparted to contract instructors must be protected in accordance with SECNAV M-5510.36 (Department of the Navy Information Security Policy) (Attachment L).

SECTION 3 TRAINING REQUIREMENTS

Section 3-1 General Requirements

In accordance with Section 4 of the PWS, the contractor shall provide fully qualified instructors who have demonstrated experience in Antiterrorism (AT), Security Operations, and/or weapons training.

Section 3-1.1 Training Environment

The services required hereunder shall be performed in one of the following specific instructional environments (these training environments are provided and maintained by the Government):

- **Legacy Environment (Group-Paced, Instructor-Led).** This is traditional classroom didactic instruction in a Navy resident schoolhouse environment. The contractor shall provide on-site instructors to teach the course.
- **Legacy Lab Environment (Group-Paced, Instructor-Led).** This includes Group-paced dynamic instruction in a Navy schoolhouse environment. The contractor shall provide on-site instruction/facilitation.

Section 3-1.2 Training Schedules

Training shall normally be conducted eight hours a day (early morning, evening, or night shift), five (5) days a week for the length of the course. However, the daily activity may extend up to twelve (12) hours if required to meet all training objectives outlined in the curriculum. Student remediation may be required and shall, when necessary, be considered beyond the normal eight (8) hour training time for each class. During the execution of the class schedule where holidays or other events impact the expeditious movement of students through the training pipeline, the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director may extend the number of daily training hours to compensate for the loss of training time. Contractor Site Leads shall ensure individual contract instructor hours do not to exceed 40 hours per week.

Section 3-1.3 Changes to Curriculum

Only training materials and lesson plans developed and promulgated by CENSECFOR N7 will be used in training delivery. It is recognized that certain portions of the course may become outdated based on a number of external factors. The contractor's instructors are encouraged to identify and submit recommended changes to the course curriculum to the respective CENSECFOR Detachment/Learning Site Course Manager. However, the content of the instructional material shall not be modified until formally changed by CENSECFOR N7. Any such recommendations shall be at no additional cost to the Government and shall become the property of the Government. Accepted changes will be considered during contractor performance assessment.

Section 3-1.4 Academic Standards

All instructors shall adhere to and maintain academic standards (e.g., course grading criteria) in accordance with assessment standards for the course. Academic standards for each course can be found in the "Testing" section of the course curriculum. If the student(s) have academic problems, the instructor shall provide remediation to improve their course performance. Whenever possible without adversely impacting the course schedule, remediation shall be accomplished during normal training hours.

Section 3-1.5 Navy Academic Review Board (ARB) Procedures

In cases where a student's performance does not improve with remediation, a Navy Academic Review Board (ARB) may be convened. The board evaluates a student's progress and recommends a course of action when the student has failed to achieve learning objectives. In the event a student undergoes the ARB procedures, contract instructors shall be required to provide student performance information. Academic Review Boards are discussed in NAVEDTRA 135C (Navy Schools Management Manual) (Attachment M) and CENSECFORINST 1540.1 (Training Policy and Guidance) (Attachment N).

Section 3-1.6 Classroom Decorum and Order

Contract instructors shall have the authority and are empowered to maintain their classrooms in an orderly and professional atmosphere. Contract instructors are not empowered to physically discipline student or take physical action of a punitive nature.

Section 3-1.6.1 Complaints against Students

Students are expected to conduct themselves in a professional and military manner. Students who fail to conduct themselves with the proper classroom decorum shall be cautioned by the contract instructor, and then referred to the respective Course Supervisor. If the inappropriate conduct continues, the student shall be referred by the Course Supervisor to the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director . This does not preclude immediate referral if, in the opinion of the instructor, the misconduct is of such severity as to warrant such action. In the event of any formal military action against students under their tutelage is required, contract instructors shall be requested to provide written statements to, or appear in person, at Non-Judicial Punishment (NJP) or Courts-Martial proceedings. Providing written statements and appearing in person at Non-Judicial Punishment or Courts-Martial proceedings for student classroom misconduct arising under this contract shall be deemed part of the instructor's contractual duties and shall not be a basis for a claim for additional payment under this contract.

Section 3-1.6.2 Complaints by Contract Instructors against Military Staff

Contract instructors shall report any threats to the training environment, order and discipline (e.g., fraternization, sexual harassment, discrimination, etc.) between contract employees and military staff to their Contract Site Lead and the respective Course Supervisor or CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director, who

shall notify the CENSECFOR COR immediately of the problem. Upon notification to the CENSECFOR COR that a complaint has been received, the respective CENSECFOR Detachment Officer in Charge/ Learning Site Director shall investigate the validity of the complaint with the cooperation of the Contract Site Lead. The CENSECFOR Detachment Officer in Charge/ Learning Site Director will provide the results of the investigation to the ACO, CENSECFOR COR, Contract Program Manager and the Contract Site Lead, and any other personnel as deemed appropriate not later than 10 days after the complaint was submitted.

If the complaint is determined valid, the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director shall be responsible for initiation of the proper course of action. Contract personnel may be requested to provide written statements to, or appear in person, at NJP or Courts-Martial proceedings. Such statements or appearances may be directly related to charges or may provide information for use in determining appropriate punishment. Providing written statements and appearing in person at NJP or Courts-Martial proceedings shall be deemed part of the instructor's contractual duties and shall not be a basis for a claim for additional payment under this contract.

Section 3-1.6.3 Complaints against Contractor Personnel

In the event that a complaint is made regarding the conduct of contractor personnel, the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director shall immediately notify the CENSECFOR COR and Contract Site Lead. The COR will notify the Contract Program Manager. Depending upon the severity of the offense, the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director may request the removal of the contract instructor(s) named in the complaint from instructor duty while the complaint is investigated. Should the Contractor elect not to remove the contract instructor, he shall notify the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director and COR in writing of the rationale for not removing the instructor. In situations in which student or staff safety is threatened, the government is empowered to immediately take appropriate steps to mitigate the situation, to include relieving contract instructors of instructor duty.

Upon completion of the investigation, the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director shall provide results to the ACO, CENSECFOR COR, and Contract Program Manager (and/or Contract Site Lead). If the results of the investigation prove the complaint to be valid, the Contract Program Manager shall have a maximum of three (3) working days to propose a corrective plan for resolving the matter. This plan shall be submitted to the ACO, with copies to the CENSECFOR COR and respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director. In the event that the Government deems the corrective plan insufficient for resolution of the problem, a written response to the Contractor Program Manager shall be provided within three (3) working days.

Section 3-1.7 Instructor Management

The contractor shall provide a list of contractor personnel to the CENSECFOR COR within five (5) days prior to the start of performance, and revised lists as necessary thereafter as changes occur. Contracted instructors shall not be dismissed or removed when they have a class in session, except for cause under Sections 3-1.6.3 or instructor requirements under Section 4.

Section 3-1.7.1 Instructor Replacement

In the event that contractor personnel are temporarily or permanently removed for any reason, the contractor shall be required to replace that CUIT certified instructor within 72 hours with another CUIT qualified instructor. Any such replacement will occur without interrupting the class schedule and without additional expense to the Government. The contractor shall be responsible for obtaining any Government issued identification cards from the former employee and to turn over those items to the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director or designated TA within five (5) days of the termination of employment. For remote locations, a waiver to the 72 hours rule may be requested with no guarantee of approval.

Section 3-2 Student Supervision

Instructors shall be present during all activities or evolutions in which students are participating that are related to the Enabling or Terminal Objectives of the curriculum to provide appropriate instructional supervision, oversight, and subject matter expert (SME) support.

Section 3-3 Classroom Seats and Responsibility

Contract instructors shall assist in the classroom preparation, student administration, test proctoring, and safety procedures to avoid interruptions in the training day. Instructors shall promote a safe and secure environment conducive to learning for courses supported under this contract.

Section 3-4 Course Descriptions

Section 3-4.1 Description for AT Leadership Instructor Courses

Section 3-4.1.1 Antiterrorism Officer (Level II) (ATO)

This course is designed to provide personnel with the requisite knowledge to manage the overall Antiterrorism (AT) Program, including the development and modification of AT Plans. The course satisfies the minimum training requirements for ATO certification, as set forth in DoD Instruction 2000.16 (DoD Antiterrorism Standards) (Attachment O). The ATO serves as the Commanding Officer's primary advisor in all AT matters for a shore-based or afloat command. The course provides instruction in the U.S. Navy Antiterrorism (AT) programs as described in OPNAVINST 3300.53C (FOUO) (Navy Antiterrorism (AT) Program) and DoD Instruction 2000.16. Course includes the process for and development of comprehensive AT plans, program management, assessments and execution. Contract instructors for this course require a **SECRET** clearance (see Section 10-2.2 for additional information).

Note: OPNAVINST 3300.53C contains sensitive information, and is classified as For Official Use Only (FOUO). As such, public release of this document is not authorized.

Section 3-4.1.2 Visit, Board, Search, and Seizure Boarding Officer (VBSS BO)

This course prepares the VBSS Boarding Officer (BO), Assistant Boarding Officer (ABO), Security Team Leaders (STL), Liaison Officer and Intelligence Specialist (IS) to plan, execute, teach the biometrics collection equipment, and debrief VBSS procedures (Compliant and Non-Compliant Low Freeboard) in support of Maritime Interdiction Operations (MIO). This course is designed for the BO/ABO/STL to attend prior to attending the NCB VBSS (A-830-0395) course. The course consists of both classroom and laboratory instruction, and includes: Safety, Documentation Review, Vessel Inspection (Cargo and Personnel), Identification and Management of Threats and Hazards, Evidence and Intelligence Information Collection and Documentation (Chain of Custody), Training Management, Collection of Biometrics, Management of Emergency Medical Incidents and Boarding Team Decontamination Procedures, Mission Planning, and New Technology in support of Maritime Interdiction Operations (MIO). Graduates also receive instruction on UN resolutions, pre-boarding procedures to include vessel queries and threat profiles, compliant and non-compliant boarding procedures, construction and submission of an After Action Report (AAR), and procedures for health and comfort inspections. This course requires a **SECRET** clearance.

Section 3-4.1.3 Naval Security Force Officer (NSFO)

This course provides the designated Installation Security Officer/Law Enforcement Officer and Ship's Security Officer for afloat and ashore units with the necessary knowledge and skills to manage Navy Security Force (NSF) assets; determine Antiterrorism (AT) readiness status; implement, organize and oversee all NSF/AT and Law Enforcement policy changes. The course provides unit level initial and sustainment training for assigned NSF Officer in Charge. The Security Officer is the AT Tactics, Techniques, and Procedures (NTTP) and Law Enforcement Subject Matter Expert (SME). The Security Officer will be able to recognize, train, and equip the NSF to conduct AT/Law Enforcement operations. The Security Officer assists the Antiterrorism Officer (ATO) in developing and executing the AT plans. This course requires a **SECRET** clearance.

Section 3-4.2 Description for Weapons-Based Instructor Courses

Note: The courses listed below, with the exception of Antiterrorism Training Supervisor (AT TRASUP) and Crew Served Weapons Operations and Maintenance (CSW O&M), are designated as High Risk Training. High Risk Training is defined in OPNAVINST 1500.75C (Policy and Guidance for Conducting High Risk Training) (Attachment P).

Section 3-4.2.1 Small Arms Marksmanship Instructor (SAMI)

The purpose of this course is to provide Navy personnel with the required training to perform the duties of a Small Arms Instructor and earn a Navy Enlisted Classification Code (NEC) – 0812, either ashore or afloat. The course includes: Safety/Operational Risk Management; Clearing Barrel Procedures; Weapon Presentation and Condition Codes; Use of Force/Deadly Force; Management of a Command Small Arms Program; Range Setup and Management; Fundamentals of Marksmanship; Low Light, No Light, and Gas Mask Firing Techniques;

M9/M11 Pistol; M14/M16 Rifle; M-4 Carbine; M500 Shotgun; M203 Grenade Launcher; Line Coaching Techniques; Fundamentals of Classroom Instruction; and Live Fire Training and Qualification. This course is designated as High-Risk as defined in OPNAVINST 1500.75C.

Section 3-4.2.2 Antiterrorism Training Supervisor (AT TRASUP)

This course is designed provide Navy personnel with the required training to perform the duties of an Antiterrorism Training Supervisor and earn a Navy Enlisted Classification Code (NEC) – 9501, and to teach the knowledge and skills to perform the duties and assume the responsibilities of an Antiterrorism Training Supervisor (AT TRASUP). This course of instruction includes Oleoresin Capsicum (OC pepper spray) and Expandable Baton training; along with Security Reaction Force (SRF) tactics, involving force-on-force simunition fire of the M-9 pistol and M-16 rifle. All DoD/Navy directives concerning small arms safety and range procedures shall be strictly adhered to in conducting this course. Graduates of this course will serve as advisors to the Antiterrorism Officer (ATO) and will assist the ATO in matters concerning the unit's Antiterrorism Training Team (ATTT); to deliver entry and sustainment level security force training involving Watch-Standing procedures, Non-Lethal Weapons employment and SRF response procedures.

Section 3-4.2.3 Security Reaction Force (Advanced) (SRF-A)

This course allows personnel to perform as a Naval Security Force team member. This team will act to prevent threats, whether from the pier, small boat, or any other means of penetrating a unit. This course will also train personnel to perform as a Naval Security Force team leader. In this position, the Team Leader will manage a security force team through assignment of members, ensure members receive necessary training, and coordinate team responses and perimeters. The Team Leader will also be able to conduct briefs and debriefs for the team and the Chain of Command. Course includes Operational Risk Management; Tactical Team Movements; Tactical Team Leadership; Tactical Communications; Use of Force and Deadly Force; Personnel Restraint Devices; Force Protection Search Procedures; Tactical Team Management; Tactical Mission Planning; and Standard Operating Procedures. This course is designated as High-Risk as defined in OPNAVINST 1500.75C.

Section 3-4.2.4 Armed Sentry/Security Reaction Force (Basic)(AS/SRF-B)

Course graduates will be able to perform the duties and responsibilities of an armed sentry for controlling access to U. S. Navy assets. Students will learn to implement immediate actions to identify, assess, track and deter potential threats, utilizing and demonstrating the proper tactics, techniques and procedures of the Use of Force Continuum along with proper implementation of Force Protection procedures, watchstanding techniques and be capable of interacting with security reaction forces as a basic reaction force team member. This is a High-Risk course of instruction, and training consists of Oleoresin Capsicum (OC) pepper spray (in accordance with OPNAVINST 5530.14E (Navy Physical Security and Law Enforcement Program) (Attachment Q) as well as live fire of the 9 mm pistol, 12-gauge shotgun, and M-16 rifle. This course is designated as High-Risk as defined in OPNAVINST 1500.75C.

Section 3-4.2.5 Non-Compliant Boarding Visit, Board, Search, and Seizure (NCB VBSS)

This course is designed to prepare Shipboard Boarding Teams and Boarding Officers (BO) to perform Visit, Board, Search, and Seizure (VBSS) procedures (Compliant and Non-Compliant Low Freeboard) in support of Maritime Interdiction Operations (MIO). The course provides Safety; Water Survival; Use of Force/Deadly Force Policy; Physical Training/Defensive Tactics; Equipment Familiarization/Gear Issue; Compliant Boarding; Non-Compliant Boarding; Knot-Tying Techniques; Service Pistol, Rifle, and Shotgun Tactical Shooting; Caving Ladder Climbing; Rappelling and Containerized Inspection; Tactical Movements; Document Inspection, Verification and Intelligence Gathering; Underway Ship Boarding; Non-Lethal Weapons; Mission Planning; Effective Communications; Combat First Aid; and Prisoner Escort. The culmination of this training is an evaluated non-compliant boarding scenario involving boarding an afloat target. This course is designated as High Risk as defined in OPNAVINST 1500.75C.

Section 3-4.2.6 Master at Arms Class “A” School (MAA)

This course is designed to provide selected USN personnel to perform specialized duties at naval installations and facilities as a member of the Navy Security Force. The student will receive training and be tested on Antiterrorism, Force Protection, and Basic Law Enforcement to include, but not limited to: Pier Sentry; Harbor Security; Force Protection Conditions; Physical Security Safeguards; Apprehension, Search and Seizure; Use/Application of Force; and Confrontation Management as they pertain to the duties of a U. S. Navy Law Enforcement Specialist. Students must qualify with the M9 pistol, M16A rifle, and M500 shotgun per OPNAVINST 3591.1F (Attachment K). This course is designated as High Risk.

Section 3-4.2.7 Submarine Force Crew Served Weapons Instructor (SUBFOR CSWI)

Provides Submarine Force (SUBFOR) personnel who have been assigned as a Crew Served Weapons Instructor with the capability to effectively instruct, train, and qualify unit level personnel in the safe operation and employment of the MK48 machine gun onboard submarines. This course will provide assigned weapons instructors with the necessary knowledge and skill sets to provide sustainment level medium machine gun training to command antiterrorism (AT) watch standers, and the ability to assist the AT Training Officer in the development and conduct of AT exercises, medium machine gun casualty control drills, and tactical employment training onboard all classes of submarines. The course is designated as High Risk as defined in OPNAVINST 1500.75C.

Section 3-4.2.8 Crew Served Weapons Operations and Maintenance (CSW O&M)

This course provides Navy personnel with the technical knowledge and skills necessary to operate and maintain the M240 machine gun, MK48 machine gun, Browning .50 Caliber M2HB machine gun, and the MK19 MOD 3 machine gun, as well as selected Night Vision Electro-Optics, at all shore facilities and aboard all ships under all conditions of readiness. Training involves weapon and ammunition safety, disassembly and assembly, maintenance and cycle of operation, malfunctions and stoppages and zeroing, ammunition, accessories and mounts, for

the M240, MK48, M2HB (.50 cal.) and MK19 machine guns. In addition, headspace and timing for the M2HB (.50 cal.) and Night Vision Electro-Optics fundamentals are included.

Section 3-4.2.9 Crew Served Weapons Instructor (CSWI)

The Crew Served Weapons (CSW) Instructor course provides Navy personnel with the required training to perform the duties as a Crew Served Weapons Instructor (CSWI) and earn a Navy Enlisted Classification Code (NEC) – 0814, either ashore or afloat. The course is designed to give personnel the training necessary to qualify command antiterrorism watch standers as a crew served weapons operator and the ability to assist the AT Training Supervisor in the development and conducting of AT exercises, CSW Casualty control drills, and tactical employment CSW training. Training includes General Range Safety, Crew Served Weapons Fundamentals, Crew Served Weapons Employment, Tactical Employment of Crew Served Weapons, Teaching Machine Gun Fundamentals, Conducting Machine Gun Drills, Planning Considerations for Developing PPRs, Range Operation and Management, Operations Risk Management, Employment of Warning Shots, and Threat Engagement Zones. Student will demonstrate proficiency in the above subjects through written testing and a combination of weapon simulation, blank, and live fire applications. This course is designated as High Risk as defined in OPNAVINST 1500.75C.

SECTION 4 INSTRUCTOR REQUIREMENTS AND QUALIFICATIONS

Section 4-1 Basic Instructor Requirements

The contractor shall provide instructors who successfully meet the qualifications and requirements stated within sections 4 and 5, and possess the requisite CUIT certification to deliver each course assigned. Any personnel proposed to serve as substitutes and/or replacements shall be as qualified as the individuals they are replacing. The qualifications include the requirements established in sections 4 and 5 of this PWS, as well as completion of the CUIT process described in section 5-2.1. These qualifications shall be supported by a complete Instructor Training Jacket (ITJ) as established in section 5-2.

Several training courses are designated as High-Risk per NETCINST 1500.13A (Naval Education and Training Command High-Risk Training Safety Program) (Attachment R). Given this designation and CENSECFOR's commitment to providing a safe and effective learning environment, the government invokes its right to assess any proposed contract instructor's background using the process as described in Section 5. The government retains the right to refuse to accept any proposed contract instructors considered unqualified or unsafe based on the results of the assessment and as dictated in NETCINST 1500.13A.

In extenuating circumstances, waivers of instructor qualifications may be entertained by the CENSECFOR DOT. All instructor qualification waiver requests shall be submitted in writing to the CENSECFOR DOT via the CENSECFOR COR.

Section 4-2 General

At a minimum, prospective instructors shall:

- Possess high personal standards of technical knowledge and professional competence in delivering training material.
- Possess the ability to perform in a military environment.
- Possess a familiarity with the organization and hierarchy of the U. S. Navy, military rank/grade structure.
- Possess a knowledge of Navy and military terminology, and shipboard/installation environments and configurations.
- Possess knowledge of basic and advance training techniques and of computer technology applications as they apply to instructional delivery.

Section 4-3 Basic Instructor Qualifications

All instructor personnel shall possess the instructional qualifications contained within this Section. All instructors shall:

- Have one (or more) of the following qualifications:
 - Navy NEC 9502 (Instructor), or
 - Navy NEC 9518 (Naval Leadership Development Program (NAVLEAD) Instructor, or

- Graduate of one of the following courses of instruction:
 - Instructional Delivery Continuum (IDC) Journeyman Instructor Training (JIT) (A-012-0077)
 - Instructional Delivery Continuum (IDC) Journeyman Instructor Training (JIT) Mobile Training Team (A-012-1011)
 - Naval Leadership Facilitator (P-012-0045)
 - Facilitator Training Course (P-012-0075)
 - Nuclear Instruction Qualifications (NFAS) (A-661-0108)
 - Nuclear Instruction Qualifications (NNPS) (A-661-0109)
- Other DoD Service designation (or equivalency) upon approval of the CENSECFOR DOT (See Note below), or
- Completion of a civilian (or commercial) formal course of instruction which has been evaluated and certified as a JIT equivalency by the Naval Education and Training Command (NETC)) (shown in Table 4-1 below).

| Current JIT Equivalent Courses (approved by NETC) | | |
|---|---------------|--|
| College or University | Course Number | Course Title |
| Tidewater Community College | BUS 2001 | Basic Instructor Development |
| Southern Illinois University | WED 462 | Instructional Methods and Materials |
| State University of New York at Oswego | VTP 312 | Methods of Teaching Vocational Subjects |
| Valdosta State University | ACED 4690 | Methods of Instruction in Adult and Career Information |
| Western Kentucky University | SEC 364 | Methods in Vocational Education |

Table 4-1 Current JIT Equivalent Courses (approved by NETC)

Section 4-4 Dress Code and Grooming Standards

Antiterrorism and Navy Security Force training attracts a significant amount of public attention, and frequently, these training locations are visited by VIPs and foreign dignitaries. Additionally, the AT/NSF instructors provide technical skill role models to the young military men and women who attend training. Therefore, it is essential that all instructors present themselves in a highly professional manner in appearance and dress (commensurate with the type of training).

Section 4-4.1 Dress Code

The contractor shall establish and maintain specific guidelines regarding the dress code for their employees. At a minimum, these guidelines shall include prohibitions of eccentricities or extremes in dress and hairstyles, apparel in a ragged and frayed condition; tank tops; halter tops; crop tops; sleeveless shirts; mesh and see-thru garments; exposed clothing with obscene or advertising logos or undergarment type shirts worn as exterior clothing. Additionally, these guidelines shall provide for standardization in appearance by their contract personnel.

Section 4-4.2 Grooming Standards

The contractor shall establish and maintain specific guidelines regarding grooming standards for their employees. These standards shall be similar to those contained in Section 2, Chapter 2 of the Navy Uniform Regulations (Attachment S), with the exception of the prohibition of facial hair. Beards and mustaches are acceptable, provided they are neatly trimmed.

Section 4-5 Instructor Categories

In support of this contract, instructors will encompass two categories, AT Leadership Course Instructors and Weapons-Based Instructors. In addition to meeting the aforementioned instructor requirements, each of these categories entail specialized skills, experience, and/or background as outlined in the respective sections below.

Section 4-5.1 AT Leadership Course Instructors

AT Leadership Course Instructors shall deliver classroom training in support of the Navy's Antiterrorism Program, specifically the Antiterrorism Officer (ATO) Level II (J-830-0015); Visit, Board, Search, and Seizure Boarding Officer (VBSS BO) (A-2E-0085); and the Naval Security Force Officer (NSFO) (A-7H-0007) courses of instruction. These courses are designed to provide personnel with the requisite knowledge for coordination, management, and oversight of AT programs and/or operations. As a result, in addition to those general instructor requirements specified in Section 4-3, AT Leadership instructors shall have:

- Past successful experience in Antiterrorism Program Management
- Past documented experience in Maritime Interdiction Operations (MIO), preferably as a VBSS Boarding Officer
- A **SECRET** security clearance

Section 4-5.2 Weapons-Based Course Instructors

Weapons-based instructors deliver training in support of the Navy's AT and Weapons Training Program. This includes the following courses of instruction: Small Arms Marksmanship Instructor (SAM I) (A-041-0148); Antiterrorism Training Supervisor (AT TRASUP) (A-830-0034); Security Reaction Force-Advanced (SRF-A) (A-830-0396); Armed Sentry/Security Reaction Force-Basic (AS/SRF-B) (A-830-0018); Submarine Force Crew Served Weapons Instructor (SUBFOR CSWI) (A-041-0012); Crew Served Weapons Operations and Maintenance (CSW O&M) (A-041-0013); Crew Served Weapons Instructor (CSWI) (A-830-2215); Master at Arms, Class A (MAA) (A-830-0011) (NTTC Lackland only) and Non-Compliant Boarding, Visit, Board, Search, and Seizure (NCB VBSS) (A-830-0395).

These courses are designed to provide students with the requisite knowledge to perform specialized functions within their command's Antiterrorism and/or Weapons Programs. As a result, in addition to those general instructor requirements specified in section 4-3, Weapons-based instructors shall:

- Possess at least two years of past military experience in an operational environment or as a Law Enforcement representative with a military or civilian security force
- Possess a basic understanding of Military/Civilian Security Force techniques
- Be qualified as a small arms weapons instructor. Specific qualification requirements are detailed in section 4-5.2.1.1 below
- A minimum of two (2) Weapons-Based Course Instructors must be qualified as crew served weapons instructors (Det Chesapeake only). Specific qualification requirements are detailed in section 4-5.2.2.1 below

Section 4-5.2.1 Small Arms Requirements and Standards

Section 4-5.2.1.1 Small Arms Weapons Instructor

All Weapons-based instructor personnel shall have completed one of the small arms instructor courses listed in paragraph 11 of OPNAVINST 3591.1F (Small Arms Training and Qualification) (Attachment T) and CENSECFORINST 3591.1 (Small Arms and Weapons Qualification, and Instructor Sustainment) (Attachment U) . The contractor shall ensure that contract instructors have completed the required courses, and that appropriate documentation is filed in the Instructor Training Jacket (ITJ). Instructors who have not conducted small arms training within one (1) year of the completion of the contractor mobilization period shall complete initial qualification requirement before conducting classroom or range training. The contractor shall be responsible for ensuring that the prospective instructor meets this requirement prior to reporting for duty, and at no additional cost to the government Documentation of this qualification shall be included in the contractors ITJ.

Section 4-5.2.1.2 Small Arms Proficiency

All assigned small arms weapons instructor personnel shall re-qualify at least every 180 days on the courses of fire and with the type of weapons they instruct. Contract instructor personnel shall be provided the opportunity to sustain weapons qualification at the same time as military and Government civilian instructors. For these weapon qualifications, the Government shall provide, coordinate and schedule weapons, ammunition, and range facilities. Documentation of this qualification shall be included in the contractors ITJ.

Note: The semi-annual live-fire qualification requirement is more stringent than what is detailed in OPNAVINST 3591.1F; however, since the schoolhouse environment dictates a higher level of proficiency, semi-annual live-fire qualification has been implemented for all CENSECFOR weapons-based training instructors.

Section 4-5.2.1.3 Line Coach (Small Arms)

All assigned small arms weapons instructor personnel shall complete the applicable Personnel Qualification Standards (PQS) for Line Coach (Small Arms) as contained in the Security Force Weapons PQS (NAVEDTRA 43466-C), and a letter of designation signed by the respective CENSECFOR Detachment/Learning Site Primary Range Safety Officer (RSO). A copy of this letter of designation shall be filed in the ITJ. Upon completion of the aforementioned PQS, the contractor shall nominate instructors for designation as a Line Coach (Small Arms) to the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director , who shall endorse and forward to the respective CENSECFOR Detachment/Learning Site Primary Range Safety Officer (RSO) for formal designation. This qualification shall be accomplished prior to contract start date or within sixty (60) days of assuming contract instructor duties for instructors added after the start of the period of performance.

Section 4-5.2.2 Crew Served Weapons Requirements and Standards (Det Chesapeake only)

Section 4-5.2.2.1 Crew Served Weapons Instructor

In addition to the Small Arms Marksmanship Instructor qualifications discussed in section 4-5.2.1.1 above, a minimum of two (2) Weapons-Based Course Instructors shall also possess Crew Served Weapons Instructor qualification. All Crew Served Weapon Instructors shall have completed one of the crew served weapons instructor courses listed in paragraph 11 of OPNAVINST 3591.1F. The contractor shall ensure that contract instructors have completed the required courses, and that appropriate documentation is filed in the Instructor Training Jacket (ITJ). Instructors who have not conducted crew served weapons training within the past one (1) year shall complete initial qualification requirement before conducting classroom or range training. The contractor shall be responsible for ensuring that the prospective instructor meets this requirement prior to reporting for duty, and at no additional cost to the government. Documentation of this qualification shall be included in the contractors ITJ.

Section 4-5.2.2.2 Crew Served Weapons Proficiency

All assigned crew served weapons instructor personnel shall re-qualify at least every 180 days on the courses of fire and with the type of weapons they instruct. Instructor personnel shall be provided the opportunity to sustain weapons qualification at the same time as military and Government civilian instructors. For these weapon qualifications, the Government shall provide, coordinate and schedule weapons, ammunition, and range facilities. Documentation of this qualification shall be included in the contractors ITJ.

Note: The semi-annual live-fire qualification requirement is more stringent than what is detailed in OPNAVINST 3591.1F; however, since the schoolhouse environment dictates a higher level of proficiency, semi-annual live-fire qualification has been implemented for all CENSECFOR weapons-based training instructors.

Section 4-5.2.2.3 Line Coach (Crew Served Weapons)

All assigned crew served weapons instructor personnel shall complete the applicable Personnel Qualification Standards (PQS) for Line Coach (Crew Served Weapons) as contained in the Security Force Weapons PQS (NAVEDTRA 43466-C), and a letter of designation signed by the respective CENSECFOR Detachment Primary Range Safety Officer (RSO). A copy of this letter of designation shall be filed in the ITJ. Upon completion of the aforementioned PQS, the contractor will nominate instructors for designation as a Line Coach (Crew Served Weapons) to the CENSECFOR Detachment Officer in Charge, who will endorse and forward to the respective Detachment Primary Range Safety Officer (RSO) for formal designation. This qualification shall be accomplished prior to contract start date or within sixty (60) days of assuming contract instructor duties for instructors added after the start of the period of performance.

Section 4-5.2.3 Compliance

All instructor personnel shall be cognizant and compliant with all local, state, and federal regulations regarding firearms, explosives, and high capacity magazines.

Note: Personal weapons are not to be utilized under any circumstances.

Section 4-5.2.4 Non-Lethal Weapons Training

For those instructors designated to deliver Non-Lethal Weapons training, CENSECFOR will provide instructor qualification training and certification as a Non-Lethal Weapons – Basic Instructor (NLW BI).

Section 4-6 Transportation of Weapons and/or Ammunition

The transportation of weapons and/or ammunition on-base or off-base requires the driver to be certified as an Explosive Driver. Explosive Driver is a specific qualification, and contract instructors shall not be utilized as Explosive Drivers. The transportation of weapons/ammunition to/from live-fire ranges is supported by DOD Manual 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives (AA&E)) (Attachment V) and NAVSEA SW020-AF-HBK-010 (Motor Vehicle Driver and Shipping Inspector's Manual for Ammunition, Explosives, and other Hazardous Materials) (Attachment W)

In order to comply with local regulations, laws, and/or ordinances, the use of a contract instructor to perform security for weapon/ammunition transport from the ammunition issue point to/from the live-fire range may be required when there are an insufficient number of uniformed personnel and/or Government civilians to accomplish the task. When required, the contract instructor will be issued a M9 service pistol for the transport duty. The contract instructor shall be required to possess a current qualification with the weapon. This PWS, along with the Commanding Officer's letter authorizing weapons/ammunition transport, shall serve as authorization for contract personnel to carry weapons for weapons/ammunition security.

Section 4-7 Other Training Requirements

Contract instructors become an integral part of the CENSECFOR training organization. As part of this organization, it is appropriate that each instructor is kept current on the various government policies and processes. Training in areas such as Sexual Abuse Prevention, Sexual Harassment, Equal Opportunity, Personal Privacy, Safety, etc. is provided on a regular basis, either by attendance at a live presentation, or by completion of computer based training (CBT) courses. This training is accomplished during normal work hours and at government expense.

Additionally, in an effort to combat issues that may surface throughout the world, further training requirements are identified and mandated by higher authority on a fairly regular basis. This training, when directed, may or may not include contractors. Certain training areas require annual certification such as Information Assurance (IA) (OPNAVINST 5239.1C (Navy Information Assurance (IA) Program)) (Attachment X) and Counterintelligence Awareness and Reporting (CIAR) training (DoD Directive 5240.06 (Counterintelligence Awareness and Training)) (Attachment Y). When required, contractor employees are expected to also satisfy

these training requirements. This training will also be accomplished during normal work hours and at government expense.

The CENSECFOR COR will work with the Contractor Program Manager in determining what training is applicable to contractor personnel, and solicit their assistance in meeting those training requirements.

Section 4-8 Contract Instructor Conduct

Contract instructor personnel shall exhibit proper behavior both inside and outside the learning environment. Civil misdemeanor or criminal charges may result in removal from instructor duties. Failure to comply with the terms of the contract, DOD and/or Navy policy may result in removal from instructor duties.

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SECTION 5 INSTRUCTOR EVALUATION AND CERTIFICATION

Section 5-1 Instructor Evaluation and Certification Process

Instructors shall maintain professional currency within their field of expertise. The contractor shall ensure that all instructor personnel are ready to teach the content assigned to them and can pass any tests associated with that content consistent with the standards of the contractor's internal quality assurance plan as described in section 11-1 of this PWS. All instructors shall be familiar with all presentation, delivery method, testing and remediation procedures, curriculum, training aids, devices, electronic podiums, and equipment operation and maintenance procedures associated with the course or section of the course they will instruct. In all cases, the Instructor Evaluation and Certification Process shall be completed prior to the instructor teaching Navy students.

Section 5-1.1 Instructor Evaluation

All prospective instructor personnel shall be evaluated for technical and instructional proficiency, and validated by the contractor as meeting the Navy minimum standards as delineated in sections 4 and 5. This assessment shall be made by the Course Supervisor, TA, or any other government representative assigned to evaluate training delivery. In such cases, the Contract Site Lead shall be notified immediately and further action will be coordinated between the Contract Site Lead, respective CENSECFOR Detachment Officer in Charge/ Learning Site Director and/or CENSECFOR COR. In all cases, Government personnel shall ensure technical accuracy of material, and provide technical guidance to the contractor, if necessary, during course of instruction.

Section 5-2 Instructor Training Jackets (ITJ)

Upon the reporting aboard of an instructor, the contractor shall present a new Instructor's Training Jacket (ITJ) to the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director (and/or Assistant Officer in Charge/Deputy Site Director, Technical Assistant, or Course Supervisor), for verification of instructor qualifications. Contents of the standardized ITJ and instructions are contained in CENSECFORINST 1540.1, NETCINST 1500.13A, and NAVEDTRA 135C. The government will securely store the ITJs at each respective learning site. At a minimum, the ITJ shall contain:

- Instructor's Qualifications (i.e., Academic Qualification, completed PQS, certificates of course completion, weapons qualifications, etc.)
- Instructor's Certifications (i.e., Basic Instructor, Small Arms Instructor, Emergency Medical Technician (EMT), Explosive Driver, Water Survival Skills, and Safety Requirements Certifications (when certification is applicable), etc.)
- A letter (on company letterhead) indicating the date of completion of a medical screening in accordance with OPNAVINST 1500.75C (section 5-2.4 below provides additional guidance), the screening physician (including mailing address, telephone number, and email address), a brief narrative of results (e.g., requested screening and interview completed; information does/does not indicate potential disqualifying factors; candidate

is/is not suitable for high risk instructor duty, etc.), and the location of the actual screening document.

- A letter (on company letterhead) indicating the date of completion of a psychological evaluation (in accordance with OPNAVINST 1500.75C or a commercially available screening guide such as the Minnesota Multi-phasic Inventory) (section 5-2.5 below provides additional guidance), the screening physician (including mailing address, telephone number, and email address), a brief narrative of results (e.g., requested screening and interview completed; information does/does not indicate potential disqualifying factors; candidate is/is not suitable for high risk instructor duty, etc.), and the location of the actual screening document.
- A letter (on company letterhead) indicating the date of completion of a Drug Screening (section 5-2.3.1 below provides additional guidance), the screening physician (including mailing address, telephone number, and email address), a brief narrative of results (e.g., requested screening and interview completed; information does/does not indicate potential disqualifying factors; candidate is/is not suitable for high risk instructor duty, etc.), and the location of the actual screening document.
- Statement of Understanding with regard to physical fitness (section 5-2.2 below provides additional guidance)
- Statement of Understanding acknowledging compliance with the requirements of the Lautenberg Amendment to the Gun Control Act 1968. (section 5-2.8 below provides additional guidance)
- Core Unique Instructor Training (CUIT) Qualification for any training courses completed or each CUIT qualified area for future assigned courses. (section 5-2.1 below provides additional guidance)
- Basic First Aid Certification (section 5-2.6 below provides additional guidance)
- Cardio-Pulmonary Resuscitation (CPR) Certification (section 5-2.7 below provides additional guidance)
- Blood-borne Pathogen Training (section 5-2.9 provides additional guidance)

The instructor verification process must be completed prior to the instructor teaching Navy (uniformed/government civilian) students.

Upon termination of employment, a contract instructor shall be provided a copy of their ITJ. In the event that any original documents have been filed in the ITJ, a copy of the document will be made and filed in the ITJ, and the original document returned to the contract instructor.

Note: Due to restrictions imposed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) restrictions, copies of the medical, psychological, and Urinalysis Screening shall not be filed in the ITJ. These documents shall be maintained for the life of this contract in a central location, such as the contractor's corporate office. In lieu of the actual screening, a letter (on company letterhead) indicating the date of completion, the screening physician (including mailing address, telephone number, and email address), a brief narrative of results (e.g., requested screening and interview completed; information does/does not indicate potential disqualifying factors; candidate is/is not suitable for high risk instructor duty, etc.), and the location of the actual screening document should be filed in the record. The Government, during a site assessment or another form of inspection, may request to view the actual screening document. In those cases, a request for the document shall be forwarded to the contractor at least two (2) weeks in advance. Upon review, the government shall return the actual screening document to the contractor for safekeeping.

Note: Recent changes to the Personally Identifiable Information (PII) Program have eliminated the collection and/or maintenance of Social Security Numbers (SSNs) in public records (with limited exceptions). These prohibitions also extend to use of the last four digits. Prior to presenting ITJs to the government, the contractor shall ensure that the record has been sanitized to ensure that the ITJ complies with the PII Program.

Section 5-2.1 Core Unique Instructor Training (CUIT)

NAVEDTRA 135C establishes the requirement for all instructors to complete Core Unique Instructor Training (CUIT) certification prior to delivering course material on an independent basis. NAVEDTRA 135C mandates that instructors assigned to deliver high risk courses of instruction shall attend the course as a student as part of the CUIT process. CENSECFOR has extended this requirement to all training delivered within the domain regardless of the risk level assigned to the course. Upon commencement of the CUIT process for a course of instruction, the instructor shall complete all requirements for certification in the first course of instruction within nine (9) months, and in all related courses within 18 months. The respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director and/or the respective Course Supervisor shall provide oversight of the CUIT process.

The following steps shall constitute the CUIT process:

Step One: Training Site Indoctrination

Step Two: Course Indoctrination

Step Three: Attend the Course as a Student. NAVEDTRA 135C specifically requires that instructors assigned to High/Moderate-Risk courses attend the segments of the course for which certification is to be granted. CENSECFOR policy expands this requirement to require all instructors, regardless of risk level, to attend the course as a student as part of the CUIT process.

Step Four: Instructor Preparation and Practice Teaching. Prospective instructors shall familiarize themselves with the curriculum materials, observe classes in session, and personalize instructor guides. The prospective instructor shall “team teach” appropriate class sections with a qualified instructor, and then teach under the observation of a government representative. Each prospective instructor must receive a satisfactory evaluation on a minimum of two separate events while practice teaching.

Step Five: Instructor Certification. Provided that Step Four has been successfully accomplished, the prospective instructor shall be qualified for the training module/lesson topic which was “team taught” and observed. After accomplishing this objective, the instructor shall be able to deliver future sessions for that training module/lesson topic independently.

Step Six: Course Instructor Certification. Upon completion of all course modules, the instructor shall be determined to be CUIT certified for the respective course.

This process shall be repeated for each training course assigned to the instructor. Throughout this certification process, the instructor candidate shall consistently demonstrate the appropriate

skills and demeanor required to teach Navy students. The CUIT certification documents shall be retained in the ITJ, and made available to the instructor upon their departure from employment, if appropriate.

Section 5-2.2 Physical Fitness Standards

The CENSECFOR courses of instruction require instructors who possess the fitness and conditioning to support the level of instruction. Instructors shall be personally capable of performing all training evolutions including the ability to effectively complete weapons qualifications in the standing, kneeling and prone positions, ascend or descend ladders and go through narrow passageways, and be free of any abnormal fear of heights. The contractor shall be responsible for ensuring that each instructor meets these standards at time of employment, and that these fitness standards are sustained throughout their assignment to the contract. Each contract instructor shall sign a Statement of Understanding acknowledging the above requirements. This document shall be filed in the ITJ.

Section 5-2.3 Drug Free Training Environment

Section 5-2.3.1 Urinalysis Screening

Contract instructors shall meet the requirements contained in DoD Directive 1010.9 (DoD Civilian Employees Drug Abuse Testing Program) (Attachment Z). The contractor shall be responsible for providing the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director with the general results of a Urinalysis Screening completed within 30 days prior to the instructor's reporting for duty. The pre-employment urinalysis screening shall be conducted using an Enzyme Immunoassay (EIA) screening technique or equivalent. This process tests urine samples using an automated chemical analyzer. If the test produces a positive result, the urine sample should be retested. If the second test also produces a positive result, a Gas Chromatography or Mass Spectrometry test will be performed to identify the specific substance. The Government reserves the right upon reason of belief to request a new urinalysis screening on instructor(s) to determine "fitness for duty". All urinalysis shall be provided by the contractor at no additional cost to the Government.

Section 5-2.3.2 Maintenance of Drug Free Environment

Much of the training provided by CENSECFOR Learning Sites is considered High-Risk, and as such, in order to ensure a safe training environment, the Government has a reasonable expectation that contract instructors remain drug-free at all times. Therefore, the contractor shall be responsible for establishing internal procedures (such as random drug screening) as needed, to provide this assurance. The results of any urinalysis or blood screenings shall be handled in the same methods as discussed in Section 5-2.3.1 above.

Section 5-2.3.2.1 Prescribed Medications

The contractor shall be responsible for informing the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director (or Course Supervisor) when a contract instructor has been prescribed medications or controlled substances. This notification shall include the potential consequences of the medication as they relate to instructor performance and the anticipated duration of treatment. If deemed appropriate, that instructor may be prohibited from delivery of high risk training evolutions until such time as a medical official certifies the individual as fit for duty as outlined in BUMEDINST 6120.20B (Competence for Duty Examinations, Evaluations of Sobriety, and Other Bodily Views and Intrusions by Medical Personnel) (Attachment AA).

In the event that the medical condition is considered chronic, the contractor shall obtain a certification from the prescribing provider as to the effect of the medication, and resulting impact on the ability to perform in a high-risk training environment. A memorandum summarizing the medical opinion shall be filed in the ITJ.

Any individual, with a psychiatric diagnosis for which medication is necessary, shall not be issued weapons and/or ammunition. Psychiatric conditions requiring medications with a Selective Serotonin Reuptake Inhibitor (SSRI) that have been determined stable by their prescribing provider shall normally be recommended for a waiver by that provider. Conditions requiring medications other than an SSRI may be recommended for a waiver on a case-by-case basis through referral to a psychiatrist. In considering waivers, the psychiatric diagnosis, medication, other medical history and their effect on judgment and motor behavior shall be the primary considerations. Recommendations for waivers shall be submitted to the CENSECFOR DOT. Waivers shall not be recommended for any individual with a diagnosis of psychosis or bipolar disorder for which anti-psychotic or mood stabilizing (including anti-convulsant) medication is necessary.

Instructors who withhold information on medication(s) may be subject to immediate removal from instructor duties.

Section 5-2.3.2.2 Over-the-Counter Medications

Over-the-counter medications which adversely affect the focus of attention, or present any other potential safety hazard must also be reported. If appropriate, the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director (or Course Supervisor) may request the removal of contract instructors from any high risk training evolutions until such time as a medical official certifies the individual as fit for duty as outlined in BUMEDINST 6120.20B. The Contractor shall immediately comply with any such requests. In situations in which student or staff safety is threatened, the government is empowered to immediately take appropriate steps to mitigate the situation, to include relieving contract instructors of instructor duty.

Section 5-2.3.3 Alcohol Policy

Navy policy prohibits the consumption of alcohol by instructor personnel within twelve (12) hours prior to the delivery of weapons training (OPNAVINST 3591.1F). The Government reserves the right to temporarily relieve any instructor from the delivery of weapons training to Navy students, if the instructor appears to be violation of this policy. In the event that the contractor or contract

instructor refutes this assessment, the contractor must provide the results of a drug/alcohol screening to ensure the instructor is fit for duty as outline by BUMEDINST 6120.20B. In either case, the course supervisor or TA will advise the CENSECFOR COR, CENSECFOR DOT, and PCO of this action as soon as possible. Drug/alcohol screening shall be performed at the contractor's expense.

Section 5-2.4 Medical Screening

All contract instructors shall undergo a medical screening within thirty (30) days of commencing instructor duties as mandated by OPNAVINST 1500.75C. The medical screening shall be conducted in the presence of the contract instructor, and shall be performed by competent medical authority (i.e., Licensed Physician, credentialed Physician's Assistant (PA), Nurse Practitioner (NP), etc.). The medical screening shall also include psychosocial screening. The High Risk Instructor Screening Guide (Attachment BB), Medical Officer's Interview Guide (Attachment CC), and High-Risk Instructor Medical Questionnaire (Attachment DD) shall be used in supporting this requirement. All medical screenings shall be provided by the contractor at no additional cost to the government.

Section 5-2.5 Psychological Screening

All Weapons-based instructors shall be required to undergo a psychological screening within thirty (30) days prior to reporting for duty as directed by OPNAVINST 1500.75C and NETCINST 1500.13A. This screening shall determine whether the instructor is psychologically suitable to instruct the High Risk course. Contract instructors with a past history involving incidents which resulted in referrals to family advocacy, medically noted traits of a personality disorder, treatment for substance abuse (within two years), and treatment for, or therapy for suicide tendencies, threats to harm others, or other mental health problems would likely require specialty referral for expert evaluation, and may be cause for disqualification from performing work as set forth under this PWS.

Per NECTINST 1500.13A, psychological screening shall be conducted by a qualified practitioner. The screening must indicate that the instructor has completed psychological screening per NETCINST 1500.13A, or a commercially available screening guide (such as the Minnesota Multiphasic Personality Inventory, or other available screening processes and procedures). The method employed shall be indicated on the evaluation. Any psychometric testing may be utilized. The qualified practitioner shall report any diagnoses using criteria of *DSM-III-R, Diagnostic and Statistical Manual of Mental Disorders, Third Edition, Revised*. A professional opinion shall be rendered regarding the psychological suitability of the instructor for high-risk training. Additionally, the contractor shall regularly monitor their instructors to ensure that potential psychological issues can be identified as early as possible. All instructor psychological screenings shall be provided by the contractor at no additional cost to the government.

Note: The *Diagnostic and Statistical Manual of Mental Disorders (DSM)* is published by the American Psychiatric Association and provides a common language and standard criteria for the classification of mental disorders. It is used in the United States and in varying degrees around the world, by clinicians, researchers, psychiatric drug regulation agencies, health insurance companies, pharmaceutical companies and policy makers. This manual should be a standard reference for mental health professionals, and is available commercially.

Section 5-2.6 Basic First Aid

All contract instructors shall possess a current certification in Basic First Aid from the American Heart Association, American Red Cross, National Safety Council, American Safety and Health Institute, or other locally available means. Training shall be conducted by a competent facilitator. Stand-alone online or Computer Based Training (CBT) **does not** satisfy this requirement. The contractor shall ensure that a copy of the certification is retained in the ITJ. The contractor shall be responsible for maintaining the currency of this qualification, as well as the subsequent update of the ITJ. All First Aid certifications shall be provided by the contractor. Additional information can be found in CENSECFORINST 5100.1 (High Risk Training Safety) (Attachment EE) and NETCINST 1500.13A.

Section 5-2.7 Cardio-Pulmonary Resuscitation (CPR)

All contract instructors shall possess a current certification in Cardio-Pulmonary Resuscitation (CPR) from the American Heart Association, American Red Cross, National Safety Council, American Safety and Health Institute, or other locally available means. Training shall be conducted by a competent facilitator. Stand-alone online or Computer Based Training (CBT) **does not** satisfy this requirement. The contractor shall ensure that a copy of the certification is retained in the ITJ. The contractor shall be responsible maintaining the currency of this qualification, as well as the subsequent update of the ITJ. All CPR certifications shall be provided by the contractor. Additional information can be found in CENSECFORINST 5100.1 and NETCINST 1500.13A.

Section 5-2.8 Lautenberg Amendment

The provisions of the Lautenberg Amendment to the Gun Control Act of 1968 makes it illegal for anyone convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. This stipulation disqualifies any affected individual from performing instructional duties in accordance with this PWS. All instructors shall sign a statement which acknowledges that they understand the provisions and consequences of the Lautenberg Amendment, and that they have not been convicted of any offense covered by the act. Additionally, in order to ensure that CENSECFOR is supported by 18 U.S.C. 922(s) (4), the contractor shall attach a copy of a print-out from the National Crime Information Center (NCIC) supporting the instructor's statement. Upon verification of the NCIC printout by the appropriate Technical Assistant, this document will be removed and destroyed. The DD Form 2760 may be used in lieu of a locally created statement. An Adobe eForm can be found and used at: (<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2760.pdf>).

Section 5-2.9 Blood-borne Pathogen Training

The entry of another person's blood or other potentially infectious material (OPIM) into your body is the primary method of contracting Acquired Immune Deficiency Syndrome (AIDS), its precursor Human Immunodeficiency Virus (HIV), and Hepatitis B Virus (HBV). The key to protection from these potentially life-threatening Blood-borne Pathogens is practicing universal precautions. OPNAVINST 5100.23G (Navy Safety and Health (SOH) Program Manual) (Attachment FF) provides additional direction on this subject. The CENSECFOR COR shall provide the appropriate training material to the contractor upon contract award. Upon completion of this training, the contractor shall ensure that a memorandum indicating the completion of the respective course and the date completed shall be filed in the ITJ.

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SECTION 6 FACILITIES AND OTHER REQUIREMENTS

Section 6-1 Instructor Only Training Equipment and Facilities

The Government shall provide all training facilities, to include classrooms, labs, ranges and equipment as well as the consumable and logistical support necessary to perform the tasks and functions described in the PWS. Space limitations may prohibit the ability to assign each contract instructor their own desk or workstation. However, instructors shall be provided with office space at the respective training location. In addition to office space, each contract instructor shall be provided with access to government computers and telephones, but not cellular phones, for official use only. Under no circumstances will contractor-provided personal computers will be connected to the Navy/Marine Corps Intranet (NMCI). Contractor personnel shall comply with all DOD and Navy internet usage and cybersecurity policies.

Unless provided by the Government, the contract instructors shall be expected to do light custodial work, (e.g., empty trash, dust, vacuum carpet, sweep floor, etc.) in the space.

Section 6-2 Access to Government Equipment and Facilities

Contractor's employees shall be required to access military installations in the performance of the student instruction and administrative services described in this PWS. Additionally, the employee shall be required to access DOD computer networks and web sites in connection with his/her daily duties.

Section 6-2.1 Physical Security and Key Control

The Government shall be responsible for the key security system and, as needed, provide keys to the contractor. The contractor shall safeguard and maintain control over assigned keys. The contractor shall return any keys to the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director (Course Supervisor) if no longer needed or upon contractor personnel termination of work under this contract.

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SECTION 7 MOBILIZATION

Section 7.1 Mobilization Phase

The contractor shall implement its Government-approved mobilization plan to start up operations and be fully operational to meet the requirements of the PWS not later than sixty (60) days from contract award and prior to the commencement of training. During this mobilization period, the contractor shall:

- Implement a mobilization plan that ensures the contractor shall achieve all requirements within the sixty (60) day mobilization period. The contractor shall provide master copies of the mobilization plan to the CENSECFOR DOT and CENSECFOR COR, and shall provide the respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director with a timeline of events as they apply to the training location. The accomplishment of this plan requires close coordination between the contractor and all Government representatives to ensure that all tasks are accomplished prior to the performance start date.
- Create an Instructor Training Jacket (ITJ) for each prospective instructor using the format prescribed in Section 5-2 of this PWS, ensuring that appropriate documentation has been provided for all of the prerequisites contained in section 4 and 5. The ITJs shall be ready for review and verification by respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director and/or Technical Assistant at least ten (10) days prior to commencement of training.
- Actively engage prospective instructors in the CUIT certification process described in section 5-2.1 of this PWS. The respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director or Course Supervisor shall coordinate with the Contract Site Lead as to which courses/lesson topics to be targeted.
- Ensure that the appropriate background investigations as required per section 9-4 of this PWS have been completed, and if not, ensure that the necessary documentation is completed and submitted prior to the end of the mobilization period. Inability to satisfactorily complete a background investigation and/or be issued a CAC is considered disqualifying for any instructor candidate. The contractor shall ensure that all prospective instructors obtain all appropriate identification cards during the mobilization period.
- In the event that the contractor plans on hiring incumbent instructors, the contractor shall be responsible for:
 - Screening the background investigations for those instructors for compliance, and resolving any discrepancies identified prior to the end of the mobilization period. In the event that circumstances prohibit the ability of the contractor to rectify those issues prior to the start of employment, the contractor shall provide the CENSECFOR COR with the details associated with the deficiency as well as the method and timeframe for resolving the issue.
 - Ensuring that all incumbent instructors undergo a current medical and psychological screening prior to the performance start date, and that a current urinalysis screening is also accomplished. Medical/psychological/urinalysis screenings performed on previous contracts are not acceptable.

The contractor shall advise the CENSECFOR COR and PCO when all mobilization tasks have been completed.

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SECTION 8 TRANSITION OUT PHASE

Section 8-1 Transition out Phase

Should the contractor not be selected as the future follow-on contractor, the contractor shall participate in a transition phase to orderly and efficiently transition to a successor. The transition phase shall be considered the last sixty (60) days prior to the end of the contract period of performance. The transition phase shall consist of phase-in training for the successor and transition of all training documentation relevant to the courses specified herein.

The contractor shall submit a Transition Support Plan to the CENSECFOR COR not later than 30 days after the plan is requested. The Transition Support Plan must include, at a minimum, a staffing plan which ensures all training and safety requirements will continue to be met throughout the transition out phase.

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SECTION 9 SAFETY REQUIREMENTS

Section 9-1 Safety

Accomplishment of the CENSECFOR mission exposes personnel to inherent risk. Similarly, the training which prepares personnel for operational duty also carries risk, as noted by the High Risk Training designation for the majority of the courses described in this PWS. Knowing the inherent risk, CENSECFOR is committed to ensuring the safest possible training environment for students, instructors and staff. Contract instructors shall fully support risk mitigation efforts and conduct themselves in compliance with OPNAVINST 1500.75C, NETCINST 1500.13A and CENSECFORINST 5100.1. Contract instructors are empowered and encouraged to immediately halt training or take other corrective action to rectify behavior which the instructor(s) believe to be unsafe. A consistent commitment to safety and support of risk mitigation efforts, contractor response in the event of a mishap or near hit/miss, and adherence to Emergency Action Plans, if applicable, will be considered and documented during contractor performance assessments.

Section 9-2 Emergency Action Plan

An Emergency Action Plan is in place for each learning site, and can be obtained from respective CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director . All contract employees shall execute all of the procedures detailed in the plan. Additional guidance can be found in CENSECFORINST 5100.1 and NETCINST 5100.1A.

Section 9-3 Mishap

If a mishap involving services under this contract occurs, the contractor shall promptly report the incident within one (1) hour to the CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director, CENSECFOR COR and the PCO. If the Navy conducts an investigation of the mishap, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall include a clause in subcontracts, if any, under this contract to require subcontractor cooperation and assistance in mishap investigations.

Section 9-4 Contractor Responsibility for Safety

Nothing in this PWS, nor any Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility for the safety of the contractor's personnel, the Government's personnel and property, and the general public.

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SECTION 10 PERSONNEL AND INFORMATION SECURITY REQUIREMENTS

Section 10-1 General Policy

The normal screening process associated with the employment process involves a determination of the appropriate skills and qualifications required by the position (as set forth in sections 4 and 5). Satisfaction of those requirements determine whether the candidate is qualified to perform those duties. In addition to those factors, it is important to determine whether an individual is suitable for the position. Suitability determinations ensure that the candidate possesses the appropriate character traits and past conduct to demonstrate the likelihood for carrying out assigned instructor duties with the necessary efficiency and effectiveness. This suitability determination is accomplished by a completed background investigation.

Section 10-2 Background Investigations

Background investigations (also known as Personnel Security Investigations (PSI) are conducted to gather information for two purposes; to make employment suitability determinations and for determining access to classified information.

Both DOD Regulation 5200.2-R (Department of Defense Personnel Security Program) (Attachment GG) and SECNAV M-5510.30 (Department of the Navy Personnel Security Program) (Attachment HH) stipulate that any position involving education and orientation of DOD personnel is identified as "Noncritical-Sensitive (NCS)", and mandate that each instructor possess a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) (or equivalent as indicated in Exhibit 5A of SECNAV M-5510.30). A previously conducted Access National Agency Check with Written Inquiries (ANACI) or Single Scope Background Investigation (SSBI) is acceptable, provided there is no break in service exceeding 24 months. However, a previously conducted NACLIC, Entrance National Agency Check (ENTNAC), or National Agency Check (NAC) does not satisfy this requirement. A memorandum providing the investigative level and date of completion shall be filed in the ITJ. In the event that the investigation has been initiated but not completed, a memorandum to that effect will be filed in the ITJ.

Section 10-2.1 U. S. Citizenship

Per DOD Regulation 5200.2-R, SECNAV M-5510.30 and DOD Manual 5220.22-M (National Industry Security Program Operating Manual (NISPOM)) (Attachment II), only U.S. Citizens are eligible for security clearances. Proof of U. S. Citizenship shall be verified by the contractor, and a memorandum which states the date and method of verifying citizenship shall be filed in the ITJ.

Section 10-2.2 Access to Classified Information

All AT Leadership instructors must currently hold, or be eligible for a SECRET clearance. AT Leadership instructors routinely deliver classified information in support of their assigned courses. This clearance must be granted in accordance with the terms and conditions contained in DOD Manual 5220.22-M and DD Form 254 (Contract Security Classification Specification) (Attachment JJ).

Section 10-2.3 Positions Not Requiring Access to Classified Material

The processing and adjudication of investigations for contract instructors not requiring access to classified information will be accomplished by the CENSECFOR Command Security Manager (CENSECFOR CSM). The contractor Facility Security Officer (FSO) or security representative shall ensure that each instructor possesses U. S. citizenship. Upon reporting to the training location, the Detachment Officer in Charge/Learning Site Director (or designated representative) will provide the name and appropriate personal information to the CENSECFOR CSM.

Upon receipt, the CENSECFOR CSM will verify if a valid background investigation is on file. If not, the contract instructor will be entered into the Joint Personnel Adjudication System (JPAS). Once entered into JPAS, the contract instructor will be able to access the Electronic Questionnaires for Investigation Processing (e-QIP) system to complete a SF-86 (Questionnaire for National Security Positions) (or equivalent OPM investigative product). The contract instructor must also submit two (2) FD-258 (Applicant Fingerprint Cards) (or an electronic fingerprint submission), and original signed release statements to the CENSECFOR CSM. The CENSECFOR CSM will review the SF-86 to ensure that is complete, and that there are no significant issues/concerns contained therein, and then forward to the Office of Personnel Management (OPM) for investigation.

Once the investigation has been completed with favorable results, the CENSECFOR CSM will ensure that the Contractor FSO (or security representative) and the respective Learning Site is advised. The contractor shall ensure that a memorandum is filed in the ITJ indicating the level of investigation, date of completion, and the investigating agency.

In the event that suitability/security issues are identified during the investigation process, the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination by the Navy is final.

Section 10-2.4 Common Access Card (CAC)

The Government Contractor CAC card serves as the primary method of identification for the contractor employees, as well as providing the basis of Public Key Infrastructure (PKI) access to the Navy/Marine Corps Intranet (NMCI), and numerous Navy web sites, which may also require PKI access. The CENSECFOR Learning Site Commanding Officer/Detachment Officer in Charge/Learning Site Director or Course Supervisor shall assist in providing the contractor the appropriate documentation for obtaining CAC cards.

Section 10-2.4.1 Return of CAC Cards

The contractor shall be responsible for obtaining any Government issued identification cards from the former employee and to turn those items over to the respective CENSECFOR Detachment Officer in Charge/Learning Site Director, Course Supervisor or designated TA within five (5) days of the termination of the employment.

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SECTION 11 DELIVERABLES

Section 11-1 Contractor's Quality Assurance Plan

The contractor shall develop and maintain a quality assurance plan in order to maintain and improve instructor proficiency in delivery of the course curriculum and to track individual instructor qualifications and certifications. This QA Plan shall detail the methodology to be used by the contractor to monitor and grade the performance of its personnel as they carry out the requirements of this PWS. The QA Plan shall address the contractor's courses of action to improve the performance of under-performing instructors and maintain the skills of instructors performing at or above acceptable standards.

The QA Plan shall describe in detail the methodology or process the contractor will utilize to ensure all required instructor qualifications and certifications remain current. At a minimum, the plan shall provide the dates and method for the accomplishment of each of the qualifications/certifications for each instructor attached to the contract. The data contained in the QA Plan shall mirror the documentation filed in the ITJ.

The QA Plan shall also detail how the contractor intends to satisfy the requirement for replacement instructors in accordance with Section 3-1.7.1 of this PWS.

The contractor shall provide the initial Quality Assurance Plan to the CENSECFOR DOT and CENSECFOR COR not later than ten (10) days prior to the start of performance. An updated plan shall be provided to the CENSECFOR DOT and CENSECFOR COR not later than the tenth day of each quarter (10 Jan; 10 Apr; 10 Jul; 10 Sep).

Section 11-2 Monthly Status Report

The contractor shall develop and submit a monthly status report not later than the tenth (10th) day of the month to the CENSECFOR COR. This status report should also provide a synopsis of any issues and/or concerns, any future objectives to be achieved, and a summary of travel costs expended during the reporting period.

The monthly report shall consist of five sections:

- Section 1 shall provide a synopsis of any issues and/or concerns as well as any future objectives to be achieved.
 - Status of Student or Staff complaints against contract instructor
 - Positive or Negative comments directed towards contract instructors on student course critiques
 - Hours spent by contract instructors in student remediation, by course/class
 - Status of safety-related incidents involving contract instructors
 - Any other contract instructor issues
- Section 2 (if applicable) shall contain a summary of any travel costs or other ODC expenses expended since the last report.
- Section 3 shall provide a list of all assigned instructors by location. Additionally, the list shall provide the company employing the instructor (if a subcontractor); instructor's start date on this contract; the date and method for satisfying the basic instructor qualification (JIT); expiration date of First Aid and CPR certifications; expiration date of current

weapons proficiency qualifications; level and date completed of their background investigation; and the expiration date of their current CAC card.

- Section 4 shall provide a detailed CUIT status on each instructor. On a spreadsheet, each module of the respective course will be displayed with those completed by the instructor annotated. The format of this spreadsheet shall be as prescribed by the CENSECFOR DOT. (Format for submission of this section is provided in Attachment KK.)
- Section 5, (if applicable), shall provide plans for resolving any deficiencies in the CUIT progress for each instructor.

Section 11-3 Trip Report

The contractor shall require his/her employees to file a trip report upon return from any periods of travel covered by section 1-6.2 of this PWS. The trip report shall be in a format prescribed by the contractor, but at a minimum, shall address the objectives of the travel and whether those objectives were or were not achieved. If not achieved, the circumstances preventing the accomplishment of the objective shall also be provided. Upon submission, a copy shall be provided to the CENSECFOR COR.

SECTION 12 ADDITIONAL ISSUES AND CONCERNS

Section 12-1 Privacy Act Compliance

The contractor may be in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The contractor shall ensure that its employees assigned to this effort understand and adhere to the requirements of the Privacy Act and to Department of Defense and Department of the Navy regulations that implement the Privacy Act. Department of Navy policy and procedures implementing the Privacy Act are detailed in DoD Directive 5400.11 (DoD Privacy Program), available on-line at <http://www.dtic.mil/whs/directives/> and in SECNAVINST 5211.5E (Department of the Navy Privacy Act (PA) Program), which is available on-line at <http://privacy.navy.mil>. The contractor shall identify and safeguard data, information and reports accordingly. In addition, the contractor shall ensure that contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.

Section 12-2 Proprietary Information

No data provided to, or developed by, the contractor shall be used for any purpose other than the tasks assigned. All information (data files and hard copy) becomes the property of the Government and the contractor shall return them at the completion of the task. The Government shall not be required to pay royalties, recurring license fees, use tax or similar additional payments for any contractor-developed product or associated software presentation.

Section 12-3 Non-Personal Service Statement

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management shall ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees shall perform their duties independent of, and without the supervision of, any Government official. However, due to the High Risk nature of the training, the CENSECFOR TA and/or other Government representative shall provide direction and/or guidance within the execution of the training. The tasks, duties, and responsibilities set forth in this contract shall not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR) <http://farsite.hill.af.mil/vffar1.htm>. The Government shall control access to the facility and shall perform the inspection and acceptance of completed work.

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.

(end text)

Enterprise Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract 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>.

Pursuant to FAR 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract.

The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP Fleet Logistics Center (FLC) Norfolk web page at:
http://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn.

(end text)