



**Center for Security Forces**

# **ECS Instructor**

**Expeditionary Combat Skills  
Instructor Contract**

**N00024-15-R-3158**

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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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## List of Attachments

<b>Attachment A</b>	<b>Training Course Control Document for Expeditionary Combat Skills (ECS) (A-830-0030)</b>
<b>Attachment B</b>	<b>NAVEDTRA 135C (Navy Schools Management Manual)</b>
<b>Attachment C</b>	<b>CENSECFORINST 1540.1 (Training Policy and Guidance)</b>
<b>Attachment D</b>	<b>OPNAVINST 1500.75C (Policy and Guidance for Conducting High-Risk Training)</b>
<b>Attachment E</b>	<b>NETCINST 1500.13A (Naval Education and Training Command High-Risk Training Safety Program)</b>
<b>Attachment F</b>	<b>Section 2, Chapter 2, U.S. Navy Uniform Regulations</b>
<b>Attachment G</b>	<b>OPNAVINST 3591.1F (Small Arms Training and Qualification)</b>
<b>Attachment H</b>	<b>DOD Regulation 4500.36-R (Management, Acquisition, and Use of Motor Vehicles)</b>
<b>Attachment I</b>	<b>NAVFAC Publication P-300 (Management and Support of Civil Engineering Equipment)</b>
<b>Attachment J</b>	<b>OPNAVINST 5239.1C (Navy Information Assurance (IA) Program)</b>
<b>Attachment K</b>	<b>DOD Directive 5240.06 (Counterintelligence Awareness and Training)</b>

<b>Attachment L</b>	<b>DOD Directive 1010.9 (DOD Civilian Employees Drug Abuse Testing Program)</b>
<b>Attachment M</b>	<b>BUMEDINST 6120.20B (Competence for Duty Examinations, Evaluations of Sobriety, and other Bodily Views and Intrusions by Medical Personnel)</b>
<b>Attachment N</b>	<b>High Risk Instructor Screening Guide</b>
<b>Attachment O</b>	<b>Medical Officer's Interview Guide</b>
<b>Attachment P</b>	<b>High Risk Instructor Medical Questionnaire</b>
<b>Attachment Q</b>	<b>CENSECFORINST 5100.1 (High Risk Training Safety)</b>
<b>Attachment R</b>	<b>OPNAVINST 5100.23G (Navy Safety and Health (SOH) Program Manual)</b>
<b>Attachment S</b>	<b>DOD Regulation 5200.2-R (DOD Personnel Security Program)</b>
<b>Attachment T</b>	<b>SECNAV M-5510.30 (Department of the Navy Personnel Security Program)</b>
<b>Attachment U</b>	<b>DOD 5220.22M (National Industrial Security Program Operating Manual (NISPOM))</b>
<b>Attachment V</b>	<b>Format for submission of CUIT Tracking for Monthly Report</b>



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# **SECTION 1                      BACKGROUND AND GENERAL INFORMATION**

## **Section 1-1                      Scope**

This Performance Work Statement (PWS) describes the performance requirements for Expeditionary Combat Skills (ECS) instructor services as required by the Center for Security Forces (CENSECFOR). This training shall be conducted for Navy personnel and Government civilian personnel and shall be performed at CENSECFOR Learning Site Gulfport, MS. The contractor shall support CENSECFOR in the performance of instructional/training duties at this learning site by providing instructor personnel who possess the requisite qualifications, expertise, and skills to deliver the respective course 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 basic expeditionary combat skills to Navy personnel. 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 CENSECFOR Learning Site Director, Training Officer, and ECS Course Manager.

## **Section 1-3                      Period of Performance**

The period of performance associated with this PWS shall be for a twelve (12) month base period, and two twelve (12) month option years to be exercised at the option of the Government. The twelve month base period is derived of a 90 day mobilization period and the remaining nine (9) months of the base period for instructor support only.

## **Section 1-4                      Breadth of Personnel Requirements**

Based on current requirements, the contractor shall provide instructors at the training location shown in Table 1-2 below. All instructor personnel shall possess the necessary qualifications, skills, background, and expertise as specified in Sections 4 and 5.

ECS Instructor Requirements			
Location	ECS Medical Support Instructors	ECS Weapons Based Instructors	Total Instructors
CENSECFOR LS Gulfport, MS	10	52	62

*Table 1-2 ECS Instructor Requirements*

## **Section 1-5 Contract Management**

The Site Director, CENSECFOR Learning Site Gulfport, under the cognizance of the CENSECFOR Director of Training (DOT), is responsible for technical 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) Procuring/Administrative Contracting Officer's (PCO/ACO) primary point of contact (POC). The CENSECFOR COR shall provide overall technical oversight and management of this contract with the support of a designated Technical Assistant (TA) at the training location.

### **Section 1-5.1 Contract Program Manager**

No later than ten (10) days after contract award, the contractor shall designate an individual who will serve as the primary point of contact for the ACO and CENSECFOR COR regarding issues relating to this contract. 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, which, 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 training location. The contractor shall furnish, in writing, to the 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 Director, CENSECFOR COR, and designated TA within one (1) working day, whenever changes are made.

## **Section 1-6 Travel Requirements**

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 1-7 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](mailto: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

### **CENSECFOR Learning Site Gulfport**

Site Director  
Naval Construction Battalion Center  
5200 Marvin Shields Blvd, Building 122  
Gulfport, MS 29501

### **Technical Assistant**

Mr. Mark Smith  
Telephone: (228) 871-4674  
Email: [mark.e.smith1@navy.mil](mailto:mark.e.smith1@navy.mil)

### **CENSECFOR Command Security Manager**

Ms. Rebekah Kleintank  
CENSECFOR Headquarters  
Telephone: (757) 462-3766  
Email: [rebekah.kleintank@navy.mil](mailto:rebekah.kleintank@navy.mil)

### **Procuring/Administrative Contracting Officer**

Ms. Carissa Butler  
Fleet Logistics Center, Norfolk  
Telephone: (757) 443-1338  
Email: [carissa.butler@navy.mil](mailto: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 ACO, 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/Administrative Contracting Officer (PCO/ACO)** – The 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 Contracting Officer 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 PCO/ACO is the only official authorized to obligate the Government or make changes in contract terms and/or conditions.
- **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 and the attached CAP.
- **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.
- **Command Security Manager (CSM)** – The CSM serves as the commanding officer's advisor in matters regarding the eligibility of personnel to access classified information held at the command, ensures that all personnel who will handle classified information or will be assigned to sensitive duties are appropriately cleared; that requests for personnel security investigations are properly prepared, submitted and monitored; and that access to classified information is limited to those who are eligible and have the need to know.

- **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.
- **Learning Site Director** – 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.
- **Training Officer** – The Training Officer is responsible for supervision and management all Training and Operations conducted at the Learning Site and ensuring all required resources are available and in place at the appropriate time. The Training Officer frequently interacts with the respective CENSECFOR Training Specialist and is designated as the TA to the COR.
- **Course Supervisor** – Appointed by the Learning Site Director to function as the manager of a specific course of instruction. The Course Supervisor provides daily training schedules and is responsible for student management.
- **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 the training location to support the instruction of the Navy course 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 Training Officer 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 Training Officer upon completion of contractor performance or as directed by the CENSECFOR COR or the FLCN PCO/ACO.

### **Section 2-2                    Training Course Control Document (TCCD)**

The Training Course Control Document (TCCD) (Attachment A) and references contained within, identify enabling and terminal objectives. This document is 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.



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## **SECTION 3                    TRAINING REQUIREMENTS**

### **Section 3-1                    General Requirements**

The normal training cycle for Naval personnel is focused on the development of individual skills to support the accomplishment of generalized missions. Most of these missions are related to traditional Navy functions. The ECS course of instruction provides basic combat skills to individuals attached to units within the Navy Expeditionary Combat Command (NECC) and Naval Special Warfare (NSW) organizations. Individuals will complete the training enroute to duty stations within NECC or NSW. In accordance with Section 4 of the PWS, the contractor shall provide fully qualified instructors who have demonstrated experience in an expeditionary warfare operational environment 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 CENSECFOR 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 ECS Training Officer. 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.

## **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 inform the Course Supervisor and 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 B) and CENSECFORINST 1540.1 (Training Policy and Guidance) (Attachment C).

## **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 ECS Course Supervisor. If the inappropriate conduct continues, the student shall be referred by the ECS Course Supervisor to the CENSECFOR 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/or the ECS Training Officer and Learning Site Director (or Deputy), who shall notify the CENSECFOR COR immediately of the problem. Upon notification to the CENSECFOR COR that a complaint has been received, the Learning Site

Director shall investigate the validity of the complaint with the cooperation of the Contract Site Lead. The CENSECFOR 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 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 CENSECFOR Learning Site Director shall immediately notify the CENSECFOR COR and Contract Site Lead. The COR will notify the Contract Vendor Program Manager. Depending upon the severity of the offense, the CENSECFOR 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 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 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 PCO/ACO, with copies to the CENSECFOR COR and CENSECFOR 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 ECS Training Officer five (5) days prior to the start of performance, and 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 shall 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 CENSECFOR Learning Site Director or designated TA within five (5) days of the termination of employment.

## **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 Description**

### **Section 3-4.1                Expeditionary Combat Skills (ECS)**

The Expeditionary Combat Skills (ECS) course is designed to provide eligible personnel with basic expeditionary combat skills training necessary to professionally and safely perform high risk security operations when assigned to Navy Expeditionary Combat Command (NECC) or Naval Special Warfare (NSW) organizations. This course will provide NECC and NSW personnel with the necessary individual knowledge, skills and abilities to perform Basic Expeditionary First Aid, don and wear Individual Combat Equipment (ICE) and CBR gear, function safely in a field and CBRNE environment, learn basic Land Navigation, understand basic radio communications procedures and reports, understand Counter-Improvised Explosive Devices (C-IED) operations and conduct range live fire, missions and ammunition handling safely with minimum risk. The ECS course will allow personnel to demonstrate, qualify and become comfortable with both primary and secondary weapons. Students will perform basic movement while engaging targets, transition from primary to secondary weapon, execute vehicle emergency egress procedures, and conduct live-fire exercises in a controlled environment. Additionally, students will become familiar with the psycho/physiological effects induced during deadly force or life threatening confrontations and measures to effectively minimize their impact on engagement decision making during Judgment-Based Engagement Training (JET). This course is classified as High Risk as defined in OPNAVINST 1500.75C (Policy and Guidance for Conducting High-Risk Training) (Attachment D).

# **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 E). 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**

All contractor instructors, contractor instructor supervisors, and other contractor personnel shall conform to and comply with the rules, regulations, and other requirements of the Department of Defense and Department of the Navy, and as otherwise specified in this PWS for integrity, grooming, conduct, speech, student fraternization, physical fitness, safety, and security. In order to perform the ECS training services as provided for in this PWS, the contractor instructor cadre(s) shall possess a minimum of two (2) years documented tactical military operational experience involving:

- Combat Lifesaving
- Land Navigation
- Tactical Communications
- Defensive Measures
- Convoy Operations
- Small Arms
- Improvised Explosive Devices (IED)
- Patrolling
- Mission Planning
- Basic Combat Fundamentals
- CBRN Procedures

In addition, each contractor instructor shall:

- Have knowledge of basic and advanced training techniques
- Have knowledge of computer technology application as it applies to instructional presentation and the use of classroom training aids
- Be a qualified instructor in accordance with the specific requirements identified in following section and have performed in an instructor capacity within the previous two (2) years.
- Possess/be capable of demonstrating modern dynamic combat shooting skills
- Possess above average communication skills and the ability to comprehend both verbal and written instructions.
- Meet the basic requirements to hold a security clearance

Additionally, contractor instructors are expected to maintain the personal standards of technical and professional levels of competence that are at least equal to that of the Department of the Navy military personnel undergoing training. The morale and motivation of student and instructional personnel shall be maintained at a maximum level to ensure a favorable environment for learning.

### **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 (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**

Expeditionary Combat Skills (ECS) training attracts a significant amount of public attention, and frequently, these training locations are visited by VIPs and foreign dignitaries. Additionally, the ECS 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 F), 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, ECS Medical Support Instructors and ECS 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 ECS Medical Support Instructors**

The contractor will provide a minimum of ten (10) ECS Medical Support Instructors. ECS Medical Support Instructors will perform classroom instruction. This classroom instruction involves delivery of formal course curriculum in the areas of Basic First Aid, Cardio-Pulmonary Resuscitation (CPR), and Tactical Combat Casualty Care (TCCC), and when appropriate, will



provide certification of other personnel as may be appropriate. Each Medical Support Instructor must:

- Meet the basic instructor requirements set forth above,
- Possess at least one (1) year of documented operational experience in providing combat first aid.

### **Section 4-5.1.1 Tactical Combat Casualty Care (TCCC)**

The contractor will ensure that at least two (2) of the ECS Medical Support Instructors have and maintain current Tactical Combat Casualty Care (TCCC) certification in accordance with the latest Pre-hospital Trauma Life Support (PHTLS) standards. The contractor is responsible for any costs or travel required in the maintenance of this certification.

### **Section 4-5.2 Weapons Based Course Instructors**

The contractor will provide a minimum of 52 ECS Weapons Based Instructors. These instructors will deliver a wide variety of training topics, as well as providing instructional and safety support for live-fire weapons training. In addition to the aforementioned requirements, all ECS Weapons Based Instructors must be familiar with the M9 Service Pistol and M4 Carbine and capable of achieving a "Sharpshooter" qualification score with either weapon.

#### **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 G) . 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 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 4-5.2.1.2 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. 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 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 are required to 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 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 Learning Site Director, who shall endorse and forward to the CENSECFOR Learning Site Primary Range Safety Officer (RSO) for formal designation. This qualification shall be accomplished within ninety (90) days of reporting for duty.

### **Section 4-5.2.1.4 Range Safety Officer (RSO)**

Operation of ranges during periods of live fire training requires a designated RSO. This designation requires the satisfactory completion of the appropriate small arms instructor qualification as directed by the paragraph above, completion of the applicable Personnel Qualification Standards (PQS) for RSO as contained in the Security Force Weapons PQS (NAVEDTRA 43466-C), and a letter of designation signed by the CENSECFOR Commanding Officer or designated representative. A copy of the designation letter shall be filed in the ITJ. When fulfilling the requirements of the RSO the individual must not perform other instructor or line coach functions. The RSO may call the course fire in accordance with OPNAVINST 3591.1F. A minimum of fifteen (15) RSO's, 5 for Phase II Pistol, 5 for Phase III Rifle, and 5 for Phase IV Simunitions are required. These qualifications must be accomplished within ninety (90) days of contract award and maintained through the duration.

### **Section 4-5.3 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 4-6 Operation Of Government Owned Or Leased Vehicles**

The operation of Government owned or leased vehicles shall be required in connection with the delivery of the instruction associated in this PWS. The regulations and guidelines which apply to contractor operation of Government vehicles are found in Chapter 8 of DoD Regulation 4500.36-R (Management, Acquisition, and Use of Motor Vehicles) (Attachment H). Additionally, Section 3.8 of NAVFAC Publication P-300 (Management and Support of Civil Engineering Equipment) (Attachment I) provides additional guidance on driver testing and licensing. Generally, government contracts and agreements require that operators comply with the licensing requirements of the state and local motor vehicle laws. All instructors must possess a valid driver's license, and be certified by the contractor as being fully qualified to operate the vehicles/equipment as appropriate. The contractor shall be responsible for determining any special requirements imposed by the respective geographical locations, and for ensuring that the instructors satisfy any additional conditions. The contractor will provide appropriate

documentation regarding all operator qualifications to the CENSECFOR Learning Site Director, CENSECFOR COR, and PCO/ACO, prior to the operation of any Government owned or leased vehicles/equipment.

## **Section 4-7                      Transportation**

Contractor shall be responsible for transportation of students to and from training locations on buses provided by the Government. All contractor instructors are required to possess a valid driver's license, and be certified by the contractor as being fully qualified to operate the vehicles/equipment as appropriate. The contractor will document all operator qualifications, and provide a copy of this documentation to the CENSECFOR Learning Site Director and/or ECS Course Manager, CENSECFOR COR, and ACO/PCO, prior to the operation of any government owned or leased vehicle/equipment. A minimum of sixteen (16) instructors must be certified to operate commercial 44- and/or 36-passenger buses. Vehicle operators are responsible for making daily operational checks, vehicle log entries and maintaining general cleanliness of vehicles they operate.

## **Section 4-8                      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 J) and Counterintelligence Awareness and Reporting (CIAR) training (DoD Directive 5240.06 (Counterintelligence Awareness and Training)) (Attachment K). 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 4-9                      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 ECS Training Officer, or any other government representative assigned to evaluate training delivery. In such cases, the Contract Site Lead will be notified immediately and further action will be coordinated between the Contract Site Lead, CENSECFOR 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 ECS Training Officer for verification of instructor qualifications. Contents of the standardized ITJ and instructions are contained in CENSECFORINST 1540.1, NETCINST 1500.13A, and NAVEDTRA 135C. 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)
- Bloodborne Pathogen Training (section 5-2.9 provides additional guidance)

The instructor verification process must be completed prior to the instructor teaching Navy 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 basic module of instruction within nine (9) months. The CENSECFOR 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: 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 Two: Training Site Indoctrination
- Step Three: Course Indoctrination
- 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 L). The contractor shall be responsible for providing the 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 will 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 Director (or ECS 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 M).

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 CENSECFOR Learning Site Director (or ECS 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 twelve (12) hours prior to weapons training delivery as directed per OPNAVINST 3591.1F. The Government reserves the right to require the contractor to relieve an instructor from his/her duties in the event that they appear to be in violation of this policy. If the contractor refutes this assessment, the contractor must provide results of drug/alcohol screening to ensure the instructor is fit for duty as outlined in BUMEDINST 6120.20B. In this case, the CENSECFOR Learning Site Director, (and/or ECS Training Officer), CENSECFOR COR, PCO/ACO, Contract Site Lead or Contractor POC will be advised of this action as soon as possible.

## **Section 5-2.4 Medical Screening**

All contract instructors shall undergo a medical screening within thirty (30) days prior to reporting for duty 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 N), Medical Officer's Interview Guide (Attachment O), and High-Risk Instructor Medical Questionnaire (Attachment P) 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 ECS 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 NETCINST 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 must 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 must 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 is responsible for maintaining the currency of this qualification, as well as the subsequent update of the ITJ. All First Aid certifications will be provided by the contractor. Additional information can be found in CENSECFORINST 5100.1 (High Risk Training Safety) (Attachment Q) 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, the contractor shall prepare a memorandum indicating that a criminal search had been conducted. This memorandum shall indicate the results of the search, as well as the date completed, method used, and be signed by the company representative.

### **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 R) 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).

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.

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# SECTION 7 MOBILIZATION

## Section 7.1 Mobilization Phase

The contractor shall implement the mobilization plan that was submitted with their proposal to start up operations and be fully operational to meet the requirements of the PWS not later than ninety (90) 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 ninety (90) 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 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 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 Learning Site Director or ECS 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/ACO 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 ninety (90) 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 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 Director, CENSECFOR COR and the PCO/ACO. 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 federal government 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 S) and SECNAV M-5510.30 (Department of the Navy Personnel Security Program) (Attachment T) 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 U), 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**

There are no requirements for access to classified information in connection with this contract.

## **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 Security Manager. 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 Security Manager.

Upon receipt, the CENSECFOR Security Manager 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 Security Manager. The CENSECFOR Security Manager 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 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 Director or ECS Training Officer 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 CENSECFOR Learning Site Director, ECS Training Officer 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).

The contractor shall develop and submit a monthly status report not later than the tenth (10<sup>th</sup>) 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.

## **Section 11-2            Monthly Status Report**

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 V.)
- 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 11-4    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>.

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## **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.