# PERFORMANCE WORK STATEMENT INSTRUCTIONAL TECHNOLOGIST SUPPORT SERVICES FOR PORT OPERATIONS COMMANDER NAVY REGION SOUTHEAST (CNRSE) NAVAL AIR STATION (NAS) JACKSONVILLE, FL

#### PART 1 GENERAL INFORMATION

- 1. <u>GENERAL</u>: This is a non-personal services contract to provide professional boat instructional support. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
- 1.1 <u>Description of Services/Introduction</u>: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform professional boat instructional support as defined in this Performance Work Statement except for those items specified as Government Property Furnished (GPF) and services. The Contractor shall perform to the standards in this contract.
- 1.2 <u>Background</u>: The Commander Navy Region Southeast (CNRSE) and Commander Navy Region Mid-Atlantic (CNRMA) are two of 13 Navy regions that provide Shore Installation Management across the Navy shore establishment under the Commander, Navy Installations Command (CNIC). Our mission is to "Enable Warfighter Readiness". As part of this mission, CNIC requires each region to implement and sustain Oil Spill Response and Harbor Patrol Unit training and qualifications to ensure the installations are prepared for responding to an actual waterborne oil spill and or threat to the installation or high value assets in the harbor. The CNRSE and CNRMA Port Operations Programs are responsible for Port Operations Management, Oil spill response and Harbor Patrol Unit boats and equipment maintenance, training, manpower, budgeting and execution.
- 1.3 <u>Objectives</u>: Provide services for Shore Installation Management Basic Boat Coxswain (SIM BBC) and Hazardous Waste Operations and Emergency Response (HAZWOPER) instructional support.
- 1.4 <u>Scope</u>: Contractor services are required for the purpose of providing Shore Installation Management Basic Boat Coxswain (SIM BBC) and Hazardous Waste Operations and Emergency Response (HAZWOPER) instructional support throughout the Commander, Navy Region Mid-Atlantic, Commander, Navy Region Europe, Africa Southwest Asia, and Commander, Navy Region Southeast areas of responsibility in support of the Port Operations and Harbor Security Boat Programs.
- 1.5 <u>Period of Performance</u>: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year: 24 July 2020 through 23 July 2021 Option Year I: 24 July 2021 through 23 July 2022 Option Year II: 24 July 2022 through 23 July 2023 Option Year IV: 24 July 2023 through 23 July 2024 Option Year IV: 24 July 2024 through 23 July 2025

FAR 52.217-8: 24 July 2025 through 23 January 2026 (6-Month Extension, if required)

#### 1.6 General Information

1.6.1 Quality Control (QC): The Contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this Performance Work Statement (PWS). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the

Contractor may conduct internal QC inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

1.6.2 Quality Assurance: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

#### 1.6.3 Recognized Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.6.4 <u>Hours of Operation</u>: Normal work hours are 0730 – 1600, Monday through Friday, and as required. Flex hours may be used to support the program that are not consistent with the typical workday. The Contractor shall be responsible for traveling a minimum of 50% of the year to deliver instructional content.

Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will make every effort to provide two (2) calendar days' notice prior to changing the flextime schedule.

The Contractor is responsible for conducting business, during the hours cited above except during Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

- 1.6.5 <u>Place of Performance</u>: The work to be performed under this contract will be performed primarily aboard Commander, Navy Region Mid-Atlantic, Norfolk, VA. 23511.
- 1.6.5.1 The majority of the work is performed in an office or classroom environment, and onboard small naval vessels. During off-site visits or inspections, exposure to the industrial environment is routine. Fieldwork during site visits; inspections or assistance to Oil and Hazardous Substance Spill Response Teams may involve exterior exposure to the elements. Position requires extensive travel (up to 50% of performance) to locations throughout the United States, Guantanamo Bay, Cuba and occasionally Europe or the Atlantic Undersea Test and Evaluation Center (AUTEC).

#### 1.6.5.2 Specific installations by region:

CNRMA	CNRSE	CNREURAFSWA	
Naval Shipyard, Kittery, ME	Naval Air Station, Jacksonville, FL	Naval Support Activity, Bahrain	
Naval Weapons Station, Earle, NJ	Naval Station, Mayport, FL	Naval Station, Rota, Spain	
Naval Submarine Base, Groton, CT	Naval Submarine Base, Kings Bay, GA	Naval Station, Souda Bay, Greece	
Naval Station, Newport, RI	Naval Support Activity, Panama City	Naval Station, Gaeta, Italy	
	Naval Air Station, Pensacola, FL		
	Naval Ordnance Test Unit, Cape Canaveral, FL		
	Naval Air Station, Key West, FL		
	United States Naval Base Guantanamo Bay, Cuba		
	Naval Air Station, Fort Worth, TX		

- 1.6.5.3 Other locations as required: The Contractor shall be required to attend working groups at locations other than those identified in section 1.6.5.2. The COR will notify the Contractor (no more than a one week notice) of the dates and locations of these working groups as they become available and once a determination has been made regarding the Contractors attendance.
- 1.6.6 Type of Contract: The Government will award a Firm Fixed Price Contract.
- 1.6.7 <u>Security Requirements</u> Contractor personnel performing work under this contract shall have a SECRET CLEARANCE, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254 (Attachment 1). Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this contract. Contractor shall be required to provide clearances for personnel requiring access to Government computers and workstations.
- 1.6.7.1 <u>National Agency Check with Local Agency Check and Credit Check (NACLC</u>): An NACLC is required for a SECRET, and CONFIDENTIAL PERSONNEL SECURITY CLEARANCE (PCL). Investigative requests shall be made using the electronic version of the SF 86.

"Each Contractor employee shall have a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC).

If Contractor personnel currently have a favorably adjudicated NACLC the Contractor shall notify the Security Manager of the command they shall visit utilizing OPNAV 5521/27 Visit Request form or a visit request via the Joint Personnel Adjudication System (JPAS). The visit request will be renewed annually or for the duration of the contract if less than one (1) year.

The NACLC is processed through the Command Security Manager when a Facility Security Officer (FSO) is not present. The NACLC will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

Investigative requirements for DON Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of Contractor personnel for security clearance eligibility are processed by the OPM and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the DONCAF is the adjudicative authority for all DON Contractor personnel requiring SCI access eligibility. The e-QIP software can be accessed at the Office of Personnel Management (OPM) website http://www.opm.gov/e-qip/index.asp or http://www.dss.mil the Contractor shall provide the completed SF-86 to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258) if required. Applicants can obtain an SF-86 by visiting the Office of Personnel Management (OPM) website located at: http://www.opm.gov/forms/html/sf.asp. The responsibility for providing the fingerprint cards rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues.

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

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in DD-254 of the basic contract.

1.6.7.2 <u>Procedures for Completing the Electronic Version of the SF 86:</u> The electronic version of the SF 86 shall be completed jointly by the employee and the FSO or an equivalent Contractor employee(s) who has (have) been specifically designated by the Contractor to review an employee's SF 86.

- a. The FSO or designee shall inform the employee that the SF 86 is subject to review and shall review the application solely to determine its adequacy and to ensure that necessary information has not been omitted. The FSO or designee shall provide the employee with written notification that review of the information is for adequacy and completeness, information will be used for no other purpose within the company, and that the information provided by the employee is protected by reference (m). The FSO or designee shall not share information from the employee's SF 86 within the company and shall not use the information for any purpose other than determining the adequacy and completeness of the SF 86.
- b. The FSO or designee shall ensure that the applicant's fingerprints are authentic, legible, and complete to avoid subsequent clearance processing delays. The FSO or designee shall retain an original, signed copy of the SF 86, the Authorization for Release of Information and Records, and Authorization for Release of Medical Information until the clearance process has been completed. The FSO or designee shall maintain the retained documentation in such a manner that the confidentiality of the documents is preserved and protected against access by anyone within the company other than the FSO or designee. When the applicant's eligibility for access to classified information has been granted or denied, the retained documentation shall be destroyed.
- 1.6.7.3 <u>Pre-employment Clearance Action:</u> If access to classified information is required by a potential employee immediately upon commencement of their employment, a PCL application may be submitted to the CSA by the Contractor prior to the date of employment provided a written commitment for employment has been made by the Contractor, and the candidate has accepted the offer in writing. The commitment for employment will indicate that employment shall commence within 30 days of the granting of eligibility for a PCL.
- 1.6.7.4 <u>Verification of U.S. Citizenship:</u> The Contractor shall require each applicant for a PCL who claims U.S. citizenship to produce evidence of citizenship. Contractors who are not U.S. citizens or are dual citizens with another country will not be eligible for employment.

#### Acceptable Proof of Citizenship

- a. For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a State or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.
- b. If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.
- c. If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence:
  - 1. A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.
  - 2. A Report of Birth Abroad of a Citizen of the United States of America
  - 3. A Certificate of Birth.
- d. A passport, current or expired, is acceptable proof of citizenship.

- e. A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.
- 1.6.7.5 <u>Physical Security:</u> The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.
- 1.6.7.6 Key/Card Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government will be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer (KO).
- 1.6.7.6.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.
- 1.6.7.6.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.
- 1.6.8 <u>Required Knowledge and Skills</u>: Contractor's personnel shall have the requisite technical knowledge and skill necessary to carry out all assigned tasks identified under this contract. Specific skills required are:
- a. Current (within the last 5 years) Navy Deck or Engineering Rating with Navy small boat coxswain qualifications or a minimum 10 years of equivalent maritime experience directly related to small craft operations and training.
- b. Have experience instructing the following:
  - 1. 40 hr. Hazardous Waste Operations and Emergency Response (HAZWOPER)
  - 2. 24 hr. HAZWOPER
  - 3. 8 hr. HAZWOPER refresher
  - 4. All levels of Incident Command System (ICS)
  - 5. Shore Installation Management Basic Boat Coxswain (SIM BBC) Training
  - 6. SIM BBC Train-the-Trainer
  - 7. SIM BBC Refresher Trainer
  - 8. American Red Cross Water Safety Instruction
  - 9. Navy Second Class Swim Tester
- c. Expert knowledge of environmental concepts, principles, laws, regulations, and precedent decisions which provide the capability to recommend substantive course curriculum changes to ensure site specific training is provided.
- d. Must be capable of interpreting or adapting available guidelines because they lack specificity for many applications (e.g. Service/agency policies, Federal and other Government laws and regulations, scientific and technical references, and administrative policies and precedents).
- e. Comprehensive knowledge of management practices and procedures to resolve problems.

- f. Comprehensive and broad range of knowledge of law, regulations, procedures and standards governing the safety and environmental issues and programs.
- g. Knowledge of the policies, organizations, operations, work practices and safety and environmental parameters of regulated industries, Federal agencies, states, or other entities.
- h. Ability to prepare and conduct training and conduct high level briefs.
- i. Comprehensive experience with Navy Deck or engineering rating with regards to Navy small boat coxswain qualifications or equivalent maritime experience directly related to small craft operations and training.
- j. Ability to instruct the SIM BBC course in order to administer the Navy's Personnel Qualification Standard for Small Boat Operations.
- k. Knowledge of communication and human relations to encourage, persuade, and motivate a wide range of officials to accept or coordinate the Service/Command position on issues dealing with NAVOSH and EPA programs.
- l. Knowledge of all Microsoft Office applications, be computer literate and must be able to implement and use web based programs.
- m. Demonstrated proven ability to work well under pressure with changing deadlines and priorities.
- n. USCG licensed Master's License (100 ton) or Third Mate (unlimited) or equivalent experience is desired.
- o. Contractor shall be qualified as second class swimmer in accordance with the Navy Swimming and Water Survival manual NETC P1552/16. In order to administer the second class swim test, the Contractor shall be able to qualify as a first class swimmer within six months after contract award date.
- p. Must have current OSHA 24 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification.
- 1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Frequency may be weekly, monthly, or as otherwise required.
- 1.6.9.1 Monthly Meetings: The Contractor shall meet with the Designated Government Representative (DGR), and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the DGR and the Contractor shall discuss the Contractor's performance as viewed by the Government and problems, if any, being experienced. The Contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the Contractor and DGR/COR to resolve any and all problems identified.
- 1.6.9.1.1 <u>Contractor Meeting Attendees:</u> Meeting attendees shall include Contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.
- 1.6.10 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical

requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government Property Furnished (GPF), and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.

- 1.6.11 <u>Identification of Contractor Employees</u>: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. The Contractor shall ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.
- 1.6.12 <u>Contractor Travel</u>: Contractor shall be required to travel to various installations within the Commander, Navy Region(s) Mid-Atlantic (CNRMA), Southeast (CNRSE), Europe, Africa, Southwest Asia (CNREURAFSWA), and other locations as required during the performance of this contract to attend meetings, conferences, working groups, and provide training. A not to exceed amount for travel has been established for each region (refer to the Contract Line Items).
- 1.6.12.1 Contractor Request and Government Approval of Travel: The costs for travel, subsistence, and lodging shall be reimbursed to the Contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the Contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46. As specified in FAR 31.205-46(a)(2), reimbursement for the costs incurred for lodging, meals, and incidental expenses (as defined in the travel regulations cited in paragraphs below), shall be considered to be reasonable and allowable only to the extent that 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 following:
- a. Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States; or
- b. Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, and outlying areas of the United States.
- c. Standardized regulation (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(2)(i) and (ii) of FAR 31.205-46.

Personnel in travel status from and to the Contractor's place of business and designated performance site or vice versa, shall be considered to be performing work under the contract, and Contractor shall bill such travel time; however, such billing shall not exceed eight hours per person while in travel status during one calendar day.

Costs shall be allowable only if the Contractor provides the following information to the COR:

- a. Date and place (city, town, state, country or other similar designation) of the expenses;
- b. Purpose of the trip; and
- c. Name of person on trip and that person's title or relationship to the Contractor.
- 1.6.12.2 <u>Per Diem:</u> The Contractor shall not be paid per diem for Contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per Diem shall not be paid on services performed at any location within a radius of 50 miles of the Contractor's primary place of performance identified in CLIN(s) 0001, 1001, 2001, 3001 and 4001.

1.6.12.3 <u>Travel & Per Diem Estimate:</u> In support of tasking, the Contractor shall be required to travel from Norfolk, VA to ports within the CNRMA, CNRSE and CNREURAFSWA Region(s) to provide one-on-one Marine Small Craft/Coxswain Instruction. In accordance with section 1.6.5.3 of this PWS, the Contractor, at the request of the COR, shall be required to attend working groups at sites other than those contained in 1.6.12.3. Dates of training/working groups will flex with station availability and has not been established at this time.

CNRMA Estimate: 20 Trips @ \$1,500.00 Each = \$30,000.00 NTE CNRSE Estimate: 6 Trips @ \$1,500.00 Each = \$9,000.00 NTE CNREURAFSWA: 2 Trips @ \$10,000.00 Each = \$20,000.00 NTE

Travel claims shall be submitted within 5 days of travel completion.

16.12.4 <u>Synchronized Predeployment and Operational Tracker (SPOT)</u>: The Synchronized Predeployment and Operational Tracker (SPOT) is a program implemented and used by the United States Central Command (CENTCOM) to perform a quarterly Census of contracts and Contractors within the CENTCOM Area of Responsibility (AOR). The Department of Defense (DoD) has implemented SPOT as the single source to track deployed Contractor personnel supporting DoD military operations worldwide.

Contractor and Government Representatives (the COR) are required to maintain by-name Contractor accountability within SPOT. (See Attachment 2 and Attachment 3 for additional guidance).

- 1.6.15 <u>Data Rights</u>: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government will be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.
- 1.6.16 Personnel Control/Conflict of Interest: The selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein shall be the responsibility of the Contractor. The Contractor shall be responsible for the performance and conduct of Contractor and Subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ for performance under this contract any person to who is an employee of the United States Government, either military or civilian, or any person whose employment would result in a conflict of interest with the Government's standards of conduct.
- 1.6.17 Government Oversight: The Government will provide instructions in accordance with applicable DoD/DoN Instructions and Regulations. Additional information may be provided for any unusual circumstances that vary from established procedures. The Contractor's employees shall independently carry out the assignments. Completed work shall be available for random inspection by the COR in accordance with this PWS and the Quality Assurance Surveillance Plan (QASP) Performance Requirements Summary (PRS).
- 1.6.18 <u>Personnel Compliance</u>: The Contractor shall ensure that Contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the Contractor shall comply with the more stringent of the directives or instructions.
- 1.6.19 <u>Personnel Conduct:</u> The selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein shall be the responsibility of the Contractor. The Contractor shall be responsible for the performance and conduct of Contractor and Subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the

Contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary.

- 1.6.20 <u>Personal Appearance</u>: Contractor personnel shall comply with local military commander's published dress codes.
- 1.6.21 Smoking/Drugs/Alcohol: Smoking/Alcohol Policy: The Contractor shall comply with local command smoking policies and workforce requirements. The Contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of both policies will be provided to the Contractor by the local Command Administrative Officer (AO) at performance start date.
- 1.6.22 <u>Personnel Removal:</u> Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all Contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this contract.
- a. Removal by Installation Commander: The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.
- b. Removal Requested by Designated Government Representative (DGR): The DGR may require the Contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the DGR that such action is necessary in the interest of the Government.
- c. Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.
- d. Removal for Unsatisfactory Performance: The Government reserves the right to require the Contractor to remove and replace any personnel who provided unsatisfactory performance, demonstrate insufficient knowledge, or possess inadequate skill levels necessary to complete assigned tasks. The skill level of the staff provided shall be current and consistent with new technologies.
- 1.6.23 <u>Interaction with other Activities:</u> Government and Contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the Contractor believes that Government and other Contractor personnel are interfering with the performance of the tasks described in this PWS, the Contractor shall notify the DGR immediately. The Contractor shall continue performance of the effort described in this contract unless there is authorization from the KO or DGR/COR to stop work. Failure by the Contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.
- 1.6.24 <u>Safety:</u> The Contractor shall be solely responsible for compliance of all safety regulations of employees while working on Government owned facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

#### 2. **DEFINITIONS AND ACRONYMS:**

#### 2.1. <u>DEFINITIONS</u>:

- 2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
- 2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.
- 2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.
- 2.1.8. QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- 2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.
- 2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.
- 2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

#### 2.2. ACRONYMS:

AO Administrative Officer
AOR Area of Responsibility
BBC Basic Boat Coxswain

CNI Commander, Navy Installations

CNIC Commander, Navy Installations Command CNRMA Commander, Navy Region Mid-Atlantic

CNREURAFSWA Commander, Navy Region Europe, Africa, Southwest Asia

CNRSE Commander, Navy Region Southeast
COR Contracting Officer's Representative
DGR Designated Government Representative

DISCO Defense Industrial Security Clearance Office

DoD Department of Defense DON Department of the Navy

DONCAF Department of the Navy Central Adjudication Facility

FAR Federal Acquisition Regulation FRT Facilities Response Team

HAZWOPER Hazardous Waste Operations and Emergency Response

IAW In accordance with ICS Incident Command System

KO Contracting Officer

NACLC National Agency Check with Local Agency and Credit Checks

NAVOSH Navy Occupational Safety and Health NISP National Industrial Security Program OPM Office of Personnel Management

OPNAV Office of the Chief of Naval Operations
OSHA Occupational Safety and Health Administration

OSR Oil Spill Response

PRS Performance Requirements Summary
PWS Performance Work Statement
QAE Quality Assurance Evaluator
QASP Quality Assurance Surveillance Plan

QCP Quality Control Plan

SCI Sensitive Compartmented Information SIM Shore Installation Management

### PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

#### 3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1. <u>Services:</u> The Government will provide janitorial services.
- 3.2 Facilities: The Government will provide adequate working space for the duration of this contract.
- 3.3 <u>Utilities:</u> The Government will provide all utilities in the facility will be available for the Contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.
- 3.4 Equipment: The Government will provide desk, chair, computer, printer, copier, telephone for the duration of this contract.

## PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

#### 4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

- 4.1 <u>General</u>: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.
- 4.2 <u>Secret Facility Clearance</u>: The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment 1.
- 4.3. <u>Insurance</u>: The Contractor shall possess and maintain United States Labor & Hour Insurance IAW the Longshore Harbor Workers' Compensation Act (LHWCA) and Maritime Liability Coverage.
- 4.4. NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for SIM BBC and HAZWOPER Instructional Support Services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

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 <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

4.5 <u>Defense Biometric Identification System (DBIDS)</u> - For Contractors, vendors and suppliers, only: Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point.

If you currently have a Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

- Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center representative.
- The Visitor Control Center (VCC) shall pull up your information in the computer, ensuring all information is current and correct.
- Once your information is validated, a temporary DBIDS credential is provided.
- Your temporary credential shall have an expiration date, prior to which you shall need to obtain your permanent DBIDS credential (~ 180 days).
- For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.
- The representative shall enter base access authorization and then you may proceed to work.

If you do NOT have an NCACS Card, the following is required to obtain a DBIDS credential:

- Present a letter or official document from my government sponsoring organization that provides the purpose for your access.
- Present valid identification, such as a passport or Real ID Act-compliant state driver's license.
- Present a completed copy of the SECNAV 5512/1 form to obtain your background check.
- Upon completion of the background check, the Visitor Control Center representative shall complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this is done, you shall be provided with your new DBIDS credential.
- You may now proceed to work.

## FOR ADDITIONAL QUESTIONS ABOUT OBTAINING A DBIDS CARD, CONTACT YOUR LOCAL BASE VISITOR CONTROL CENTER

#### PART 5 SPECIFIC TASKS

#### 5. Specific Tasks:

- 5.1 <u>Basic Services:</u> The Contractor shall provide services for Shore Installation Management Basic Boat Coxswain (SIM BBC) and Hazardous Waste Operations and Emergency Response (HAZWOPER) instructional support as follows:
- 5.1.1 Provide on-site support at CNRMA, CNRSE, and CNREURAFSWA. Support hours may be adjusted to fit the training schedule of supported stations.
- 5.1.2 Provide support by organizing training schedules and classes as requirements are identified, administering, instructing, and evaluating the following training courses:
- a. 40 hour HAZWOPER (Maximum anticipated courses annually 10)
- b. 24 hour HAZWOPER (Maximum anticipated courses annually 10)
- c. 8 hour HAZWOPER (Maximum anticipated courses annually 10)

- d. All levels of ICS (Maximum anticipated courses annually 10)
- e. SIM BBC Training (40 hours) (Maximum anticipated courses annually 15)
- f. SIM BBC Train-the-Trainer (40 hours) (Maximum anticipated courses annually 15)
- g. SIMBBC Refresher Training (16 hours) (Maximum anticipated courses annually 15)
- h. American Red Cross Water Safety Instruction (40 hours) (Maximum anticipated courses annually -15)
- i. Navy third class and second class swimmer tester (1 hour) (Maximum anticipated courses annually 15)
- j. Maintain and revise course material and instructor guides as updates are received from the Government.
- k. Incorporate federal, state and local regulatory requirements into program design, training, implementation and evaluation.
- 5.1.3 Scheduling of training will be coordinated IAW station availability, funding availability, and manpower requirements which are provided by the supported installations. The current Mission Readiness Schedule is provided under Attachment 4.
- 5.1.4 During training, serve as the liaison for safety, health and environmental issues with regards to the Spill Response Teams, OSHA's Hazardous Material, Resource Conservation and Recovery Act, Clean Water Act, Oil Pollution Act of 1990 and SIM BBC training program for Port Operations and Public Safety Programs within CNRSE and CNRMA.
- 5.1.5 Travel to installations, providing training and assistance in standing up an Incident Command System (ICS) in the event of an incident or major proportions with regards to waterborne/land spills and releases into water or small boat accident or emergency.
- 5.1.6 Assist Port Operations in planning, developing, and implementing a long range annual training plan and maintaining database tracking all the training courses and qualifications for Port Operations and Public Safety Programs within AOR.
- 5.1.7 Conduct CNRMA, CNRSE and CNEURAFSWA site visits of installation Port Operations and Public Safety Programs to ensure compliance with OSHA, and environmental laws and naval instructions.
- 5.1.8 Travel to various installations within the CNRMA, CNRSE, and CNREURAFSWA to provide training and to conduct site visits for Port Operations and Public Safety Harbor Security functions. Travel dates will be identified by the Government based on operational requirements.
- 5.1.9 During on-site visits/training, provide advice to Port Operations Officers pertaining to spill response team actions or abatement.
- 5.1.10 Brief key management officials on project status and issues. Briefings are normally in person, but could be provided by site visit reports. Templates for formatting of site visit reports will be provided by the DGR.
- 5.1.11 Serve as technical advisor for Port Operations and Public Safety Harbor Security Program and technical and functional specialist for the HSB, ship movements, Berth Day and Oil Spill Response Coxswains.
- 5.1.12 Execute waterborne Oil Spill Response Drills IAW the installation's Facility Response Plans (approximately 7 drills annually). Drills are planned by the Government with Contractor input. The Port Operations Government representatives and the Contractor shall be jointly executing drills.
- 5.1.13 Ensure Government provided boats used in support of training are operated within DOD and Navy safety regulations.
- 5.1.14 Conduct Staff Assist visits for Port Operations and Public Safety Harbor Security functions as needed.
- 5.1.15 Review technical evaluations of OSHA and environmental conditions noted by waterborne Oil Spill Response Teams and recommend corrective actions to be taken.

- 5.1.16 Compose after action reports regarding Spill Response, Harbor Security Boats and environmental training issues. Templates for formatting of after action reports will be provided by the DGR.
- 5.1.17 The estimated workload data for this contract is provided in the table below.

#### ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Basic Boat Training Specialist - CNRMA	2,080	Hours
2	Annual travel to various CNRMA sites.	20	Each
3	Annual travel to various CNRSE sites.	6	Each
4	Annual travel to various CNREURAFSWA sites.	2	Each

#### PART 6 APPLICABLE PUBLICATIONS

#### 6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

- 6.1. The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures. The Contractor warrants that all aspects of performance shall be in full compliance with all applicable laws, regulations, and other requirements of the United States including all applicable Federal, local, Department of Defense (DOD) and United States Coast Guard (USCG) regulations.
- 6.1.1 Department of the Navy Instructions and Regulations
- 6.1.2 Department of Defense Instructions and Regulations
- 6.1.3 Congressional and local laws and regulations
- 6.1.4 CNRMA Instructions and Notices
- 6.1.5 CNREURAFSWA Instructions and Notices
- 6.1.6 CNRSE Instructions and Notices
- 6.1.7 Federal Travel Regulation, prescribed by the General Service Administration

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6.1.8 Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel to Alaska, Hawaii, and outlying areas of the United States

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6.1.9 Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in FAR 31.205-46(a)(2)(i) and (ii).

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