Statement of Work
for Instructional Support
in the West Region
For Navy Security Forces Training Under the
Direction of the
Center for Security Forces

1. **Scope.** This Statement of Work (SOW) establishes the requirements for the instructional support services required by the Center for Security Forces (CENSECFOR) Learning Sites (LS). This training shall be conducted for Navy personnel, Government civilian personnel, and/or contractor personnel (when their attendance is authorized by their existing contract) and will be performed at San Diego, CA; Pearl Harbor, HI; Bangor, WA; Yokosuka, Japan; and/or other Fleet Concentration Areas (FCAs). This SOW addresses the instructional, operational, and administrative tasks required under this contract. The contractor will support CENSECFOR in the performance of instructional/training duties as defined herein. Training requirements for training operations included under this effort shall be for Instructor Only (I/O) services. The requirement will include all the courses identified herein and any future related courses within the CENSECFOR mission area.

1.1 **Purpose.** The purpose of this SOW is to define the instructional, operational, and administrative tasks required by a contractor to support Navy forces located in the respective FCAs. Training shall be in support of the CENSECFOR program under the coordination of the respective CENSECFOR Learning Site Director and CENSECFOR Learning Site Course Managers.

1.2 **Contract Management.** The respective CENSECFOR Learning Site Director, under the cognizance of the CENSECFOR Director of Training (DOT), is responsible for technical management of this program. The CENSECFOR Contracting Officer Representative (COR) listed in Section 1.7 below will serve as the Procuring Contracting Officer’s (PCO) primary point of contact (POC). The contractor shall designate a Program Manager who will serve as the POC for the PCO and CENSECFOR COR.

1.3 **Period of Performance.** The period of performance shall be for a period of one year and four option years to be exercised at the option of the Government.

1.4 **Personnel Requirements.** The contractor shall provide the stated amount of full-time instructors per CLIN. Any personnel proposed to serve as substitutes and/or replacements shall be as qualified as the individuals they are replacing and supported by a complete Instructor Training Jacket. Instructor requirements are specified in section 4 below.

1.5 **Travel.** Although travel on this contract is not anticipated, the contractor may be required to travel in support of training requirements in various locations on an "as needed" basis. In such cases where travel is required, all travel cost will be separately priced and executed in accordance with the Joint Travel Regulations (JTR) (http://www.defensetravel.dod.mil/perdiem/trvlregs.html)
1.6 **Contact Information.**

**Center for Security Forces (CENSECFOR)**
1575 Gator Blvd  
NAB Little Creek  
Norfolk, VA 23521-2751  
Phone: (757) 462-5240

**Contracting Officer’s Representative (COR)**
Mr. Laurance H. Williams  
Phone: (757) 462-5222  
Email: laurance.williams@navy.mil

**Director of Training (DOT)**
1575 Gator Blvd  
NAB Little Creek  
Norfolk, VA 23521-2751  
Phone: (757) 462-5221

**Technical Points of Contact for CENSECFOR Learning Site San Diego**
Site Director  
3975 Norman Scott Rd, Suite 1  
Naval Station, San Diego  
San Diego, CA 92136-5588  
Phone: (619) 556-7563

**Technical Points of Contact for CENSECFOR Learning Site Pearl Harbor**
Site Director  
226 Lexington Blvd, Bldg 26  
Naval Station, Pearl Harbor  
Pearl Harbor, HI 96860-5807  
Phone: (808) 472-0545

**Technical Points of Contact for CENSECFOR Learning Site Bangor**
Site Director  
2000 Thresher Ave  
Trident Training Facility  
Silverdale, WA 98315-2000  
Phone: (360) 315-2783

**Technical Points of Contact for CENSECFOR Learning Site Yokosuka**
Site Director  
PSC 473 Box 16  
U. S. Fleet Activities, Yokosuka  
FPO AP 96349-0016  
Phone: 011-81-46-816-6171  
DSN: 314-243-6171

2. **Applicable Documentation and Support Materials.**

2.1 **Support Materials - Government-Furnished Information (GFI):** GFI will be provided to the contractor’s instructors at each FCA to support the instruction of the Navy courses identified herein at the place of performance. The GFI will consist of Navy Instructions (latest version), lesson outlines, instructor guides, student guides, special student handouts, and course tests for each course of instruction.

2.1.1 **Agency to provide GFI support:** The respective CENSECFOR Learning Site Director and/or Learning Site Course Managers will provide and/or coordinate the
delivery of all GFI in support of the course of instruction. The CENSECFOR Learning Site Director and/or Learning Site Course Managers will 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 CENSECFOR Learning Site Director and/or Learning Site Course Managers upon completion of contractor performance or as directed by the CENSECFOR COR or the FISC PCO.

2.2 **Applicable Documentation.** The following documentation and references contained in each enabling and terminal objectives listed within the Training Course Control Documents (TCCD) form a part of this SOW to the extent specified herein. In the event of a conflict between documents referenced herein and the contents of this SOW, the contents of this SOW take precedence. Nothing in this SOW, however, supersedes applicable laws and regulations, unless a specific exemption has been obtained. Latest version of all applicable documents shall apply.

2.2.1 **Training Course Control Documents (TCCD).**

- Antiterrorism Training Officer, Level II (ATO) TCCD, CIN J-830-0015 (Attachment A)
- Visit, Board, Search, and Seizure Boarding Officer (VBSS BO) TCCD, CIN A-2E-0085 (Attachment B)
- Armed Sentry/Security Reaction Force – Basic (AS/SRF-B) TCCD, CIN A-830-0018 (Attachment C)
- Security Reaction Force – Advanced (SRF-A) TCCD, CIN A-830-0396 (Attachment D)
- Small Arms Marksmanship Instructor (SAMI) TCCD, CIN A-041-0148 (Attachment E)
- Antiterrorism Training Supervisor (AT TRASUP) TCCD, CIN A-830-0034 (Attachment F)
- Non-Lethal Weapons Basic Instructor (NLW BI) TCCD, CIN A-830-0035 (Attachment G)
- Non-Compliant Boarding, Visit, Board, Search, and Seizure (NCB VBSS) TCCD, CIN A-830-0395 (Attachment H)

3. **Training Requirements**

3.1 **General.** The contractor shall provide fully qualified instructors who demonstrate experience in Antiterrorism (AT), Security Operations, and/or weapons training, and have the requisite background specified in section 4 below.

3.1.1 **Training Environment.** The services required hereunder will 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 instruction in a Navy resident schoolhouse environment. The contractor shall provide on-site instructors to teach the course.
• **Legacy Lab Environment (Group-Paced or Self-Paced, Instructor-Led).** This includes Group-paced or self-paced instruction in a Navy schoolhouse environment. The contractor shall provide on-site instruction/facilitation.

• **Resident Integrated Learning Environment (Self-Paced, On-site Facilitated).** This includes Self-paced, computer-based instruction in a Navy schoolhouse environment. The student workstation may be technology infused to include a personal computer (PC) that is stimulated by other training devices to simulate actual training equipment. The contractor shall provide on-site facilitation.

3.1.2 **Training Schedules.** Training shall normally be conducted eight hours a day (early morning, evening, or night shift), five days a week for the length of the course. However, the daily activity may extend up to twelve hours if required to meet all training objectives outlined in the curriculum. Student remediation may be required and should be considered beyond the normal eight hour training time for each class. During the execution of the class schedule where holidays or other events impact the expeditious movement of students through the training pipeline, the respective CENSECFOR Learning Site Director may extend the number of daily training hours to compensate, but not to exceed 40 hours per week per instructor.

3.1.2.1 Contracted instructors shall not be dismissed or removed when they have a class in session, except for cause under sections 3.1.5, 3.1.7, and instructor requirements under section 4.

3.1.3 **Class Convenings.** CENSECFOR will establish class schedules.

3.1.4 **Changes to curriculum.** Only training materials and lesson plans promulgated by CENSECFOR N7 will be used in training delivery. It is recognized that certain portions of the course may become outdated based on a number of external factors. The contractor’s instructors are encouraged to identify and submit recommended changes to the course curriculum to the respective CENSECFOR Learning Site Course Manager. However, the content of the instructional material will 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.

3.1.5 **Academic Standards.** All instructors shall adhere to and maintain academic standards (e.g., course grading criteria) in accordance with assessment standards for the course. If the student(s) have academic problems, the instructor shall provide remediation to improve their course performance. Academic standards for each course can be found in the testing section of the course curriculum.

3.1.6 **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 may be required to provide student performance information. Academic Review Boards are discussed in NAVEDTRA 135B (Attachment I) and CENSECFORINST 1540.1 (Training Policy and Guidance) (Attachment J)
3.1.7 **Contractor relationship to Military Authorities.** Contract instructors shall have the authority and are empowered to maintain their classrooms in an orderly and professional atmosphere.

3.1.7.1 **Complaints against Students.** Students are expected to deport themselves in a professional and military manner. Students who fail to conduct themselves with the proper classroom decorum shall be cautioned by the contract instructor, and then referred to the respective CENSECFOR Learning Site Course Manager. If the inappropriate conduct continues, the student shall be referred by the contract instructor to the respective 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, contract instructors may be requested to provide written statements to, or appear in person, at Non-Judicial Punishment (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.

3.1.7.2 **Complaints against Military Staff.** Contract instructors shall report any disciplinary problems (e.g., fraternization, sexual harassment, discrimination, etc.) between contract employees and military staff to the respective CENSECFOR Learning Site Course Manager or respective CENSECFOR Learning Site Director, who shall notify the CENSECFOR COR immediately of the problem. Upon notification to the CENSECFOR COR that a complaint involving aforementioned disciplinary problems has been received, the respective CENSECFOR Learning Site Director shall investigate the validity of the complaint and provide results to the PCO, CENSECFOR COR, Contractor Program Manager and/or Site Lead, and any other personnel as appropriate. If the complaint is determined valid, the CENSECFOR Learning Site Director is 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.

3.1.7.3 **Complaints against Contractor Personnel.** In the event that a complaint is made regarding the conduct of contractor personnel, the respective CENSECFOR Learning Site Director shall immediately notify the CENSECFOR COR and Contractor Program Manager (or Site Lead). Depending upon the severity of the offense, the respective CENSECFOR Learning Site Director may remove the contract instructor(s) named in the complaint from the class while the complaint is investigated. Upon completion of the investigation, the CENSECFOR Learning Site Director shall provide results to the PCO, CENSECFOR COR, and Contractor Program Manager (or Site Lead). If the results of the investigation prove the complaint to be valid, the contractor 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, with copies to the CENSECFOR COR and respective 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 will be provided within three (3) working days.

3.1.8 **Site Management.** The contractor shall designate a site lead for each learning site. In addition to performing instructor duties, the individual shall provide overall management, supervision, and coordination of this contract and shall act as the local
point of contact with the Government. The 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 daily operations of the contract. The contractor shall furnish, in writing, to the respective CENSECFOR Learning Site Director and CENSECFOR COR, the names and phone numbers of the site lead and alternate no later than fifteen (15) calendar days after contract award. The contractor shall notify the respective CENSECFOR Learning Site Director and CENSECFOR COR, within one working day, whenever changes are made. The contractor shall provide a list of contractor personnel five (5) days prior to the start of performance, and thereafter as changes occur. Whenever contractor employees resign, are dismissed, or laid off, the contractor shall return the ex-employee’s identification badge and vehicle decal, when applicable, to the respective CENSECFOR Learning Site Director or CENSECFOR COR.

3.2 Course Descriptions

3.2.1 Description for Weapons-Based Instructor Courses.

**Small Arms Marksmanship Instructor (SAMI) (A-041-0148)**

**Course Description.** The purpose of this course is to provide Navy personnel with the required training to perform the duties of a Small Arms Instructor and earn a Navy Enlisted Classification Code (NEC) – 0812, either ashore or afloat. Instructors are required to qualify with each of the firearms that they will instruct, and re-qualify semi-annually in accordance with OPNAVINST 3591.1F (Small Arms Training and Qualification) (Attachment K). The course includes: Safety/Operational Risk Management; Clearing Barrel Procedures; Weapon Presentation and Condition Codes; Use of Force/Deadly Force; Management of a Command Small Arms Program; Range Setup and Management; Fundamentals of Marksmanship; Low Light, No Light, and Gas Mask Firing Techniques; M9/M11 Pistol; M14/M16 Rifle; M-4 Carbine; M500 Shotgun; M203 Grenade Launcher; Line Coaching Techniques; Fundamentals of Classroom Instruction; and Live Fire Training and Qualification. This course is designated as High-Risk.

**Antiterrorism Training Supervisor (AT TRASUP) (A-830-0034)**

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

**Security Reaction Force (Advanced) (SRF-A) (A-830-0396)**

**Course Description.** This course allows personnel to perform as a Naval Security Force team member. This team will act to prevent threats, whether from the pier, small
boat, or any other means of penetrating a unit. This course will also train personnel to perform as a Naval Security Force team leader. In this position, the Team Leader will manage a security force team through assignment of members, ensure members receive necessary training, and coordinate team responses and perimeters. The Team Leader will also be able to conduct briefs and debriefs for the team and the Chain of Command. Course includes Operational Risk Management; Tactical Team Movements; Tactical Team Leadership; Tactical Communications; Use of Force and Deadly Force; Personnel Restraint Devices; Force Protection Search Procedures; Tactical Team Management; Tactical Mission Planning; and Standard Operating Procedures. Instructors will have to meet the Navy qualifications on the 9mm pistol and re-qualify semi-annually in accordance with OPNAVINST 3591.1F (Attachment K).

**Armed Sentry/Security Reaction Force (Basic) (AS/SRF-B) (A-830-0018)**

**Course Description.** Course graduates will be able to perform the duties and responsibilities of an armed sentry for controlling access to U. S. Navy assets. Students will learn to implement immediate actions to identify, assess, track and deter potential threats, utilizing and demonstrating the proper tactics, techniques and procedures of the Use of Force Continuum along with proper implementation of Force Protection procedures, watchstanding techniques and be capable of interacting with security reaction forces as a basic reaction force team member. This is a High-Risk course of instruction, and training consists of Oleoresin Capsicum (OC) pepper spray as well as live fire of the 9 mm pistol, 12-gauge shotgun, and M-16 rifle. All courses of fire used for this course are specified in OPNAVINST 3591.1F (Attachment K).

**Non-Lethal Weapons Basic Instructor (NLW BI) (A-830-0035)**

**Course Description.** This course is designed to provide unit level commands, facilities and activities with a qualified Navy Non-Lethal Weapons (NLW) Basic Instructor. Graduates of this course will be authorized to instruct, train, and certify individuals and end-users at their parent command in the proper employment of NLW. The NLW Basic Instructor will provide unit level personnel (end-users) who are assigned security duties with the necessary skillsets to effectively employ non-lethal techniques for the protection of personnel and Navy assets. This course provides the NLW Basic Instructor the necessary knowledge and skills to instruct individuals in non-lethal weaponry principles, procedures, and techniques that fall within acceptable guidelines of the “Use of Force” continuum; to include unarmed self-defense skills, Close Range Subject Control (CRSC) techniques, and safe employment and use of both the intermediate weapon (expandable baton) and Oleoresin Capsicum (OC) pepper spray. This course is normally presented as part of the AT TRASUP course. However, the course can be presented independently.

**Non-Compliant Boarding, Visit, Board, Search, and Seizure (NCB VBSS) (A-830-0395)**

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

3.2.2 **Description for Leadership Instructor Courses.**

**Antiterrorism Officer Level II (ATO) (J-830-0015)**

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

**Visit, Board, Search, and Seizure Boarding Officer (VBSS BO) (A-2E-0085)**

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

4. **Instructor Requirements.**

4.1 **General.** All contractor personnel shall conform to and comply with the rules, regulations, and other requirements of the Department of Defense and Department of the Navy for personnel integrity, grooming, conduct, speech, student fraternization, safety, and security. In addition, contractor personnel shall maintain high personal standards of technical knowledge and demonstrate professional competence in delivering training material.
4.2 **Dress Code/Grooming Standards.** These courses of instruction are very much in the public eye and instructors provide technical skill role models to men and women in the military. Eccentricities or extremes in dress and hairstyles are unacceptable. Contractor personnel shall not wear the following apparel: 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.

4.3 **Instructor Requirements/Standards.** All instructor personnel must possess the instructional requirements contained within this section.

4.3.1 **Instructor Academic Qualifications.** All instructor personnel must:

- Have direct experience in the field of expertise which applies to the course(s) for which they will instruct.
- 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 Instructor Qualifications (NFAS) (A-661-0108)
    - Nuclear Instructor Qualifications (NNPS) (A-661-0109)
  - Other Service designation (or equivalency) upon approval of CENSECFOR DOT or
  - Completion of a civilian (or commercial) formal course of instruction which has been evaluated and certified as a JIT equivalency by the Center for Personal and Professional Development (CPPD)

4.3.2 **Instructor General Requirements.** All instructor personnel must be familiar with applicable Navy rules, regulations, and other requirements, and contractors shall notify their employees of changes as they occur. As identified by the Government, contract instructors may attend in-service training which is designed to update contractor personnel on Government rules, regulations, and other requirements. The contractor shall determine the personnel required to attend. Any such training will occur without interrupting the class schedule and without additional expense to the Government.

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

4.4.1 **AT Leadership Course Instructors.** AT Leadership Course Instructors deliver classroom training in support of the Navy’s Antiterrorism Program, specifically the Antiterrorism Officer (ATO) Level II (J-830-0015), and Visit, Board, Search, and Seizure
Boarding Officer (VBSS BO) (A-2E-0085) courses of instruction. These courses are designed to provide personnel with the requisite knowledge for coordination, management, and oversight of AT Programs and/or Operations. As a result, in addition to those general instructor requirements specified in section 4.3, AT Leadership instructors shall have:

- Past successful experience in Antiterrorism/Counter-Terrorism Program Management
- Past documented experience in Maritime Interdiction Operations, preferably as a VBSS Boarding Officer
- At least four years of practical experience in the area of Navy Security Force leadership or Navy Antiterrorism Program management (or comparable Federal Government Program Management experience)
- A basic knowledge of Security Force Training and Readiness, Antiterrorism Planning, law enforcement and security operations
- A SECRET security clearance

4.4.2 Weapons-Based Instructors. Weapons-based instructors deliver training in support of the Navy’s AT and Weapons Training Program. This includes Small Arms Marksmanship Instructor (SAMI) (A-041-0148); Antiterrorism Training Supervisor (AT TRASUP) (A-830-0034); Security Reaction Force-Advanced (SRF-A) (A-830-0396); Armed Sentry/Security Reaction Force-Basic (AS/SRF-B) (A-830-0018); Non-Lethal Weapons Basic Instructor (NLW BI) (A-830-0035); and Non-Compliant Boarding, Visit, Board, Search, and Seizure (NCB VBSS) (A-830-0395). These courses are designed to provide students with the requisite knowledge to perform specialized functions within their command’s Antiterrorism and/or Weapons Programs. As a result, in addition to those general instructor requirements specified in section 4.3, Weapons-based instructors shall:

- Possess at least two years of past military experience in an operational environment or as a Law Enforcement representative with a military or civilian security force
- Possess a basic knowledge of Navy terminology, shipboard and installation environments and configurations
- Possess a basic understanding of Military/Civilian Security Force techniques
- Be qualified as a small arms weapons instructor. Specific requirements are detailed in Section 4.4.2.1 below.

4.4.2.1 Small Arms Requirements/Standards

4.4.2.1.1 Small Arms Instruction. All Weapons-based instructor personnel shall have completed one of the small arms instructor courses listed in paragraph 11 of OPNAVINST 3591.1F (Attachment K). 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 must familiarize themselves with the most current information from available resources (i.e., schools, current small arms instructors, Navy Knowledge Online (NKO) library, etc.) before conducting classroom or range training.
4.4.2.1.2 **Sustainment of Small Arms Proficiency.** All assigned small arms weapons instructor personnel must qualify at least every 180 days on the courses of fire and with the type of weapons they instruct. Instructor personnel will be provided the opportunity to sustain weapons qualification at the same time as military and Government civilian instructors. For these weapon qualifications, the Government will provide weapons, ammunition, and range facilities.

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

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

4.4.2.3 **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 SOW. 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 M). Additionally, section 3.8 of NAVFAC Publication P-300 (Management and Support of Civil Engineering Equipment) (Attachment N) 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 respective CENSECFOR Learning Site Director, CENSECFOR COR, and PCO, prior to the operation of any Government owned or leased vehicles/equipment. Operation of Government owned or leased vehicles/equipment utilized in the transport of weapons/ammunition is discussed in section 4.4.2.4.

4.4.2.4 **Ammo/Weapons Qualified Representative.** The contractor may be tasked to provide an ammo/weapons qualified representative in the Government’s transportation of weapons and/or ammunition to/from the learning site to the firing range. The contractor will ensure that all contractor personnel follow the regulations and guidelines contained in OPNAVINST 5530.13C (Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&E)) (Attachment O). This SOW, along with the Commanding Officer’s letter authorizing weapons/ammunition transport, will serve as the authorization for contractor personnel to utilize and operate Government vehicles transporting weapons/ammunition and carry weapons for weapons/ammunition security, both in the classroom and at the firing range. The “qualified representative” does not require an Explosives Driver certification. This requirement shall be performed in addition to normal instructor duties.

5. **Instructor Evaluation/Qualification 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. All instructors must 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.

5.1 Instructor Evaluation. All prospective instructor personnel must be evaluated and validated by the contractor as meeting Navy minimum standards as stated herein for technical and instructional proficiency. Several training courses are considered "High-Risk", and as such, CENSECFOR retains the right to assess the contractor instructor's background and, if appropriate, has the authority to preclude the contract instructor from conducting an assigned topic for safety reasons. In such cases, the contractor's Site Lead must be notified immediately and further action will be coordinated between the contractor's POC, respective 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.

5.2 Instructor Training Jackets. Prior to any new instructor commencing training or upon Government request, the contractor shall present a new Instructor's Training Jacket (ITJ) to the respective CENSECFOR Learning Site Director (and/or CENSECFOR Learning Site Course Manager), for verification of instructor qualifications. Contents of the standardized ITJ and instructions are contained in CENSECFORINST 1540.1 (Training Policy and Guidance) (Attachment J), NPDCINST 5100.1 (Occupational Safety and Health, Training Safety, and Firefighting Training Certification Programs) (Attachment P), and NAVEDTRA 135B (Attachment I). 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, EMT, Explosive Driver, Core Values Training, Water Survival Skills, and Safety Requirements Certifications (when certification is applicable), etc.)
- Medical screening in accordance with OPNAVINST 1500.75A (Safety Policy and Procedures for Conducting High Risk Training) (Attachment Q). (Section 5.2.4 below provides additional guidance) (Note 1 below provides guidance with regard to the HIPAA Act)
- Psychological evaluation (in accordance with OPNAVINST 1500.75A (Attachment Q) or a commercially available screening guide such as the Minnesota Multi-phasic Inventory) (Section 5.2.5 below provides additional guidance) (Note 1 below provides guidance with regard to the HIPAA Act)
- Proof of Drug Screening (Note 1 below provides guidance with regard to the HIPAA Act) (Section 5.2.3 below provides additional guidance)
- 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 of 1968. A copy of a National Crime Information Center computer check should be filed with the statement of understanding. (Section 5.2.8 below provides additional guidance)
• Course Unique Instructor Training Qualification (CUIT) 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)

The Government, through the PCO, shall have the "right of refusal" of any instructor considered unqualified or unsafe. The instructor verification process must be completed prior to the instructor teaching Navy students.

NOTE 1: Due to restrictions imposed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) restrictions, copies of the medical, psychological, and Urinalysis Screening may not be filed in the ITJ. These documents will be maintained in a central location such as the contractor’s corporate office. In lieu of the actual screening, a letter indicating the date, the screening physician, a generalized result, and the location of the actual screening document should be filed in the record. If a Site Assessment or other form of inspection takes place at a learning site, the contractor will ensure copies of the respective screening are provided to the Learning Site Director in advance of the inspection. The documents will be provided to the inspectors, and upon completion of the review, the inspectors will return the documents to the Learning Site Director for return to the central location.

5.2.1 Course Unique Instructor Training (CUIT). NAVEDTRA 135B (Attachment I) establishes the requirement for all instructors to complete Course Unique Instructor Training (CUIT) certification prior to delivering course material on an independent basis. Upon commencement of the CUIT process for a course of instruction, the instructor is expected to complete all requirements for certification within six months. The respective CENSECFOR Learning Site Director and/or the respective Course Manager shall provide oversight of the CUIT process.

The following steps shall constitute the CUIT process:

Step One: Training Site Indocitration

Step Two: Course Indocitration

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

Step Four: Instructor Preparation and Practice Teaching. Prospective instructors will familiarize themselves with the curriculum materials, observe classes in session, and personalize instructor guides. The prospective instructor will "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. The instructor will then 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 will be determined to be CUIT certified for the respective course.

This process shall be repeated for each training course assigned to the instructor. The CENSECFOR DOT must approve all waivers of instructor qualifications in writing. Throughout this certification process, the instructor candidate must 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.

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 must 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 is 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 will sign a Statement of Understanding acknowledging the above requirements. This document will be filed in the ITJ.

5.2.3 Drug Free Training Environment.

5.2.3.1 Urinalysis Screening. Contract instructors must meet the requirements contained in DoD Directive 1010.9 (DoD Civilian Employees Drug Abuse Testing Program) (Attachment R). The contractor is responsible for providing the respective CENSECFOR 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 will be provided by the contractor.

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 is responsible for
establishing internal procedures 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 above. The contractor is responsible for informing the CENSECFOR Learning Site Director (or Learning Site Course Manager) when a contract instructor has been prescribed medications or controlled substances. This notification shall include the potential consequences of the medication and the anticipated duration of treatment. Over the counter medications which adversely affect the focus or attention, or present any other potential safety hazard must also be reported. If appropriate, the respective CENSECFOR Learning Site Director may relieve that instructor 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 (Competence for Duty Examinations, Evaluations of Sobriety, and Other Bodily Views and Intrusions by Medical Personnel) (Attachment S).

5.2.3.3 **Alcohol Policy.** Navy policy prohibits the consumption of alcohol by instructor personnel 12 hours prior to training delivery as directed per OPNAVINST 3591.1F (see link in section 3.2.1). 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 (Attachment S). In this case, the respective CENSECFOR Learning Site Director, (and/or CENSECFOR Learning Site Course Manager), CENSECFOR COR, PCO, Contractor Site Lead or Contractor POC will be advised of this action as soon as possible.

5.2.4 **Medical Screening.** All contract instructors must undergo a medical screening within 30 days prior to reporting for duty. This medical screening ensures that the instructor fully meets the criteria per OPNAVINST 1500.75A (Attachment Q). As many of the courses of instruction delivered at CENSECFOR Learning Sites involve a high degree of physical exertion, the contractor shall establish methods to periodically evaluate the physical well-being of their instructors. All screenings will be provided by the contractor.

5.2.5 **Psychological Screening.** All Weapons-based instructors are required to undergo a psychological screening within 30 days prior to reporting for duty as directed by OPNAVINST 1500.75A (Attachment Q). This screening will determine that 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 SOW. Additionally, the contractor will regularly monitor their instructors to ensure that potential psychological issues can be identified as early as possible. All instructor psychological screenings will be provided by the contractor.

5.2.6 **Basic First Aid.** CENSECFOR policy requires all contract instructors to possess a current certification in Basic First Aid as defined by the American Heart Association. This certification must be current as of the date that the instructor reports for duty. The contract instructor must provide positive proof of the certification, either by presenting a current qualification card or other proof of completion. The contractor shall
ensure that a copy of the certification is retained in the ITJ. The contractor is responsible for the maintenance of the currency of this qualification, as well as subsequent update of the ITJ. At least one contract instructor shall possess the instructor level certification. All First Aid certifications will be provided by the contractor. Additional information can be found in CENSECFORINST 5100.1 (Attachment T) and NPDCINST 5100.1 (Attachment P).

5.2.7 **Cardio-pulmonary Resuscitation (CPR)** CENSECFOR policy requires all contract instructors to possess a current certification in Cardio-Pulmonary Resuscitation (CPR) as defined by the American Heart Association. This certification must be current as of the date that the instructor reports for duty. The contractor instructor must provide proof of the certification, either by presenting a current qualification card or other proof of completion. The contractor will ensure that a copy of the certification is retained in the ITJ. The contractor is responsible for the maintenance of the currency of this qualification, as well as subsequent update of the ITJ. At least one contract instructor shall possess the instructor level certification. All instructor CPR certifications will be provided by the contractor. Additional information can be found in CENSECFORINST 5100.1 (Attachment T) and NPDCINST 5100.1 (Attachment P).

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 SOW. All instructors will sign a statement which acknowledges that they understand the provisions and consequences of the Lautenberg Amendment, and that they have not been convicted of any offense covered by the act. Additionally, in order to ensure that CENSECFOR is supported by 18 U.S.C. 922(s) (4), the contractor will attach a copy of a print-out from the National Crime Information Center (NCIC) supporting the instructor’s statement. The DD Form 2760 may be used in lieu of a locally created statement. An Adobe eForm can be found and used at: [http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2760.pdf](http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2760.pdf).

5.2.9 **Navy Core Values Training.** All contract instructors are required to complete Navy Core Values training within 30 days of reporting for duty. The Core Values Training consists of three individual courses (Core Values, Fraternization, and Sexual Harassment). These courses are located in the Electronic Learning portion of Navy Knowledge Online [http://www.nko.navy.mil](http://www.nko.navy.mil). When presented the “Welcome to Navy E-Learning” screen, scroll down to Mandatory Training and then to FY07 General Military Training. Upon completion of each course, the instructor will provide the certificate for inclusion in the ITJ. These courses are required to be completed annually, and the contractor is responsible for ensuring completion by all instructors.

5.3 **Contractor’s Quality Assurance Plan.** The contractor shall develop and maintain an instructor quality assurance plan in order to track and maintain instructor proficiency. The instructor quality assurance plan, at a minimum, shall describe how all instructor qualification and certification will be obtained, and how the currency of instructor’s certification and qualification will be maintained.
6. **Facilities and Other Requirements**

6.1 **Instructor Only Training Equipment and Facilities.** The Government will 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 SOW. Space limitations may prohibit the ability to assign each contract instructor their own desk or workstation. However, instructors will be provided with office space at the respective learning site. In addition to office space, each contract instructor will be provided with access to government computers and telephones 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 will be expected to do light custodial work, (e.g., empty trash, dust, vacuum carpet, sweep floor, etc.) in the space.

6.2 **Access to Government Facilities.**

6.2.1 **Access to Government Facilities.** Contractor’s employees are required to access military installations in the performance of the student instruction and administrative services described in this SOW. Additionally, the employee will be required to access DoD computer networks and web sites in connection with his/her daily duties. To ensure access to Government facilities will require the following actions:

6.2.1.1 **Base Vehicle Decals.** Base Vehicle decals are required for all contractor employees’ privately owned vehicles requiring access to Government facilities. The methodology for obtaining these passes varies from one installation to another, and as such, the respective CENSECFOR Learning Site Director and/or CENSECFOR Learning Site Course Manager will assist in providing the contractor the appropriate documentation for obtaining base vehicle decals.

6.2.1.2 **Physical Security/Key Control.** The Government will be responsible for the key security system and, as needed, provide keys to the contractor. The contractor shall safeguard and maintain control over assigned keys. The contractor shall return keys to the respective CENSECFOR Learning Site Director and/or CENSECFOR Learning Site Course Manager that are not needed or upon contractor personnel termination of work under this contract.

6.2.1.3 **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 CENSECFOR Learning Site Course Manager will assist in providing the contractor the appropriate documentation for obtaining CAC cards.

7. **Mobilization Phase.** The contractor shall implement the mobilization plan to start up operations and be fully operational to meet the requirements of the SOW not later than 60 days from contract award and prior to the commencement of training. During this mobilization period, the contractor shall:
• Develop a mobilization plan that ensures the contractor will achieve all requirements within the 60 day mobilization period. The contractor will provide master copies of the mobilization plan to the CENSECFOR DOT and CENSECFOR COR, and will provide the respective CENSECFOR Learning Site Director with a timeline of events as they apply to each learning site. 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 Ready for Training (RFT) date. Should the contractor determine that all of the requisite items have been accomplished prior to the 60 day deadline; the contractor may advise the PCO accordingly.

• Create an Instructor Training Jacket (ITJ) for each prospective instructor using the format prescribed in Section 5.2 above, ensuring that appropriate documentation has been provided for all of the prerequisites contained in section 4. The ITJs must be ready for review and verification by the respective CENSECFOR Learning Site Director and/or CENSECFOR Learning Site Course Managers at least 10 days prior to commencement of training.

• Actively engage prospective instructors in the CUIT certification process described in Section 5.2.1 above. The respective CENSECFOR Learning Site Director (and/or CENSECFOR Learning Site Course Managers) will direct which courses/lesson topics to be targeted.

• Ensure that prospective instructors obtain all appropriate identification cards and vehicle passes.

The contractor may satisfy the requirements of the mobilization phase prior to the 60 day deadline. Should the contractor determine that all of the mobilization requirements have been fulfilled, he/she should advise the PCO. Upon review, verification, and acceptance by the Government, the PCO shall commence the contract performance.

8. **Retention of Contractor Instructors.** The number of instructor personnel assigned to CENSECFOR Learning Sites is based on the maximum utilization of all available personnel regardless of contractor, government, or military status. Consequently, the loss of qualified instructors creates a significant challenge to the effective management of a learning site, unless the contractor can provide a replacement that has the same qualifications as the departing instructor. If the replacement instructor is not as qualified as the predecessor, there will be a period of time in which the replacement must “get up to speed”.

During the mobilization phase, the government expended the necessary resources to ensure the capability of the contractor. Although personnel turn-over is a recognized fact of life in any business, the loss of a fully qualified instructor and replacement by a less than fully qualified instructor, the government incurs an additional cost. In this scenario, the contractor lacks the incentive in the retention of these instructors. To mitigate this issue, the government shall require that the replacement instructor complete the first three steps of the CUIT process before the government recognizes the replacement as an instructor.

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

10. **Safety and Security Requirements**

10.1 **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 (Attachment T) and NPDCINST 5100.1 (Attachment P).

10.2 **Mishap.** If a mishap involving services under this contract occurs, the contractor shall promptly report the incident to the CENSECFOR Learning Site Director, CENSECFOR COR and the PCO. If the Navy conducts an investigation of the mishap, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall include a clause in subcontracts, if any, under this contract to require subcontractor cooperation and assistance in mishap investigations.

10.3 **Contractor Responsibility for Safety.** Nothing in this SOW, 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.

10.4 **Security Clearance Requirements.** In order to perform work in support of this contract, the contract instructors may be required to obtain a SECRET security clearance for some of the courses prior to commencement of training. Therefore the contract instructors must currently have or be eligible to receive SECRET security clearance granted by the Defense Security Services, Industrial Security Clearance Office and comply with the terms and conditions of the attached Contract Security Classification Specification (DD Form 254) when required by the training course (as stated in the course TCCD).

10.5 **GFI Security.** The contractor shall maintain and provide security in accordance with Contract Security Classification Specification (DD254) for any copies of GFI provided under this contract, if applicable.

11. **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 SECNAVINST 5211.5E (Department of the Navy Privacy Act (PA) Program), which is available on-line at [http://privacy.navy.mil](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.

12. **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.

13. **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 will ensure that employees properly comply with the performance work standards outlined in the SOW. Contractor employees will 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 Learning Site Course Manager and/or other Government representative may provide direction and/or guidance within the execution of the training. The tasks, duties, and responsibilities set forth in this contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, 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](http://farsite.hill.af.mil/vffar1.htm). The Government will control access to the facility and will perform the inspection and acceptance of completed work.

### Attachments

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tbody>
<tr>
<td>Attachment A</td>
<td>Training Course Control Document for Antiterrorism Training Officer (ATO), Level II (J-830-0015)</td>
</tr>
<tr>
<td>Attachment B</td>
<td>Training Course Control Document for Visit, Board, Search, and Seizure Boarding Officer (VBSS BO) (A-2E-0085)</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Training Course Control Document for Armed Sentry/Security Reaction Force (Basic) (AS/SRF-B)(A-830-0018)</td>
</tr>
<tr>
<td>Attachment D</td>
<td>Training Course Control Document for Security Reaction Force (Advanced) (SRF-A) (A-830-0396)</td>
</tr>
<tr>
<td>Attachment E</td>
<td>Training Course Control Document for Small Arms Marksmanship Instructor (SAMI) (A-041-0148)</td>
</tr>
<tr>
<td>Attachment F</td>
<td>Training Course Control Document for Antiterrorism Training Supervisor (AT TRASUP) (A-830-0034)</td>
</tr>
<tr>
<td>Attachment G</td>
<td>Training Course Control Document for Non-Lethal Weapons Basic Instructor (NLW-BI) (A-830-0035)</td>
</tr>
<tr>
<td>Attachment H</td>
<td>Training Course Control Document for Non-Compliant Boarding, Visit, Board, Search and Seizure (NCB-VBSS) (A-830-0395)</td>
</tr>
<tr>
<td>Attachment I</td>
<td>NAVEDTRA 135B (Navy Schools Management Manual)</td>
</tr>
<tr>
<td>Attachment J</td>
<td>CENSECFORINST 1540.1 (Training Policy and Guidance)</td>
</tr>
<tr>
<td>Attachment K</td>
<td>OPNAVINST 3591.1F (Small Arms Training and Qualification)</td>
</tr>
<tr>
<td>Attachment L</td>
<td>DoD Directive 2000.16 (DoD Antiterrorism Standards)</td>
</tr>
<tr>
<td>Attachment</td>
<td>Description</td>
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<tr>
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</tr>
<tr>
<td>M</td>
<td>DoD Regulation 4500.36-R (Management, Acquisition, and Use of Motor Vehicles)</td>
</tr>
<tr>
<td>N</td>
<td>NAVFAC Publication P-300 (Management and Support of Civil Engineering Equipment)</td>
</tr>
<tr>
<td>O</td>
<td>OPNAVINST 5530.13C (Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&amp;E))</td>
</tr>
<tr>
<td>P</td>
<td>NPDCINST 5100.1 (Occupational Safety and Health, Training Safety, and Firefighting Training Certification Programs)</td>
</tr>
<tr>
<td>Q</td>
<td>OPNAVINST 1500.75A (Safety Policy and Procedures for Conducting High Risk Training)</td>
</tr>
<tr>
<td>R</td>
<td>DoD Directive 1010.9 (DoD Civilian Employees Drug Abuse Testing Program)</td>
</tr>
<tr>
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</tr>
<tr>
<td>T</td>
<td>CENSECFORINST 5100.1 (High Risk Training Safety)</td>
</tr>
</tbody>
</table>