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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	2 of 2	TI I

# **GENERAL INFORMATION**

Accordingly, said Task Order is modified as follows:

The purpose and intent of this modification is to correct the Cost Code in the Line of Accounting (LOA) from 40273737GAQ to 40273737JGAQ due to an administrative error.

All other contract terms and conditions remain unchanged.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

8301:

From: AD 1771804 60CC 252 4582A D 060951 2D C054AD 40273737GAQ To: AD 1771804 60CC 252 4582A D 060951 2D C054AD 40273737JGAQ

9301:

From: AD 1771804 60CC 252 4582A D 060951 2D C054AD 40273737GAQ To: AD 1771804 60CC 252 4582A D 060951 2D C054AD 40273737JGAQ

The total amount of funds obligated to the task is hereby increased from \$50.00 to \$50

The total value of the order is hereby increased from \$5000 by \$0.00 to \$5000 by

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	1 of 28	

# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

(O&MN, N)

NTE \$86,000.00 (O&MN,N)

NTE \$86,000.00 (O&MN,N)

For FFP Items:

Item	PSC	Supplies/Services	Oty	Unit	Unit	Price	Total	Price
8001	U099	Training support services in accordance with the attached Performance Work Statement (O&MN,N)	12.0	МО	4	X =	4	
8101	U099	OPTION 1: Training support services in accordance with the attached Performance Work Statement (O&MN,N)	12.0	МО	-		-	
8201	<b>U099</b>	OPTION 2: Training support services in accordance with the attached Performance Work Statement (O&MN,N)	12.0	MO				
8301	U099	OPTION To Extend six (6) months: Training support services in accordance with the attached Performance Work Statement (OEMN,N)	6.0	МО	-			
For O	DC It	cems:						
Item	PSC	Supplies/Services				Qty U	it Est	. Cost

accordance with the attached Performance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR). NTE \$86,000.00

shall be in accordance with the attached Performance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR).

shall be in accordance with the attached Performance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint Travel Regulations (JTR).

9301 U099 OPTION To Extend six (6) months: Other Direct Costs (ODCs) in support 1.0 LO

1.0 LO

1.0 LO

\$86,000.00

\$86,000.00

\$43,000.00

9101 U099 OPTION 1: Other Direct Costs (ODCs) in support of this requirement

9201 U099 OPTION 2: Other Direct Costs (ODCs) in support of this requirement

of this requirement shall be in accordance with the attached Performance Work Statement (PWS) and all travel costs shall be reimbursed based on actual receipts and in accordance with the Joint

Travel Regulations (JTR). NTE \$43,000.00 (O&MN,N)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	2 of 28	

# SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT EXPLOSIVE ORDNANCE DISPOSAL GROUP TWO (EODGRU TWO) TECHNICAL, OPERATIONAL AND INSTRUCTOR SUPPORT

#### 1.0 BACKGROUND

Since the attacks of September 11, 2001, the supporting role of the Naval Explosive Ordnance Disposal (EOD) community in the Global War on Terrorism (GWOT) has greatly increased. Commander, Explosive Ordnance Disposal Group TWO (COMEODGRU TWO) units maintain a presence in Afghanistan, Iraq, and aboard various wars. September 11, 2001, Third Fleet, and Second Fleet operations. In addition, EOD Group TWO is routinely tasked to support the U.S. Secret Service and other CONUS and OCONUS EOD missions.

The ubiquitous and longstanding presence of COMEODGRU TWO personnel providing global support since September 11, 2001 has impacted all aspects of individual and detachment training requirements. Extended, at the long training and support that are already competing for limited resources. EOD Training and Evaluation Unit Two (EODTEU TWO), as the sole unit providing the requisite advanced training to EOD personnel and detachments prior to deployment to U.S. Central Command, U.S. Southern Command, U.S. Africa Command, U.S. European Command, Fourth Fleet, Fifth Fleet and Sixth Fleet will need to augment its training force with contractor personnel to assist with the increased, and surge, training requirements. EOD Expeditionary Support Unit Two (EODESU TWO) supports the material management support for EODGRU TWO commands, both CONUS and OCONUS.

EODGRU TWO is located aboard Joint Expeditionary Base Little Creek, Virginia Beach, Virginia. EODTEU TWO is located aboard Joint Expeditionary Base Fort Story, Virginia Beach, Virginia. This is the administrative and curriculum headquarters for the unit and where the majority of ULTRA portion of the FRTP (classroom instruction and laboratory training) is conducted. EODTEU TWO Detachment Fort Pickett is located aboard the Virginia National Guard Post in Blackstone, Virginia. EODTEU TWO Fort Pickett Detachment is where the majority of EODGRU TWO field exercises/training and weapons/convoy training is conducted.

#### 2.0 PERIOD OF PERFORMANCE

The period of performance associated with this PWS shall be for a twelve (12) month base period, and two (2) twelve (12) month option years to be exercised at the option of the Government.

# 3.0 PLACES OF PERFORMANCE

- a. EODTEU TWO Fort Story, VA
- b. EODGRU TWO NAB Little Creek, VA
- c. Detachment FT PICKETT, Blackstone, VA
- d. Other places and locations as directed by EOD Group Two COR and Contracting Officer

# 4.0 OBJECTIVE

The objective of the Performance Work Statement (PWS) is to acquire subject matter expertise (SME) and support to assist with various aspects of EODGRU TWO's and Navy Expeditionary Combat Command's (NECC) training mission. The contractor shall provide the necessary level of support to successfully accomplish all requirements set forth within this PWS. All contractor personnel must possess the necessary qualifications, skills, background, and expertise as specified within this PWS.

# 4.1 Breadth of Personnel Requirements

The contractor shall provide the necessary level of support to successfully accomplish all requirements set forth within this PWS. All contractor personnel must possess the necessary qualifications, skills, background, and expertise as specified within this PWS.

The following table expresses a notional combination of skill levels appropriate to this PWS. The key to success is the ability of the contractor to provide a wide range of skills within the total personnel cadre that enables seamless cross-assignments and level-loading of personnel, i.e., personnel who are equally capable of providing classroom instruction, developing exercise scenarios and assessing readiness.

E	EODGRU TWO Training Support Services					
Position	Position FTE Location					
Task 1	1	1-Virginia Beach, VA				
Task 2	8	8- Fort Pickett, Blackstone VA				
Task 3	4	4- Virginia Beach, VA				
Task 4	1	1 - Virginia Beach, VA				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	3 of 28	

Task 5	-1-	1 - Virginia Beach, VA
Total Positions	15	

\*Table 1-1 Notional EODGRU TWO Support Services Level of Effort Requirements.

# 5.0 SCOPE/DESCRIPTION OF WORK:

The purpose of this performance work statement (PWS) is to acquire subject matter experts (SME) to support the development, coordination, execution, and documentation of all aspects of EOD training support. The contract support will free our limited EOD and diving forces for deployment and ensure continuity of our escalating requirements. The contractor will provide SMEs familiar with the tasks assigned by EODGRU TWO to support the tasking in this SOW. The key to accomplishing the technical requirements of this contract are the personnel assigned. The premise behind contractor manning is "one team," with each contractor's primary. cole defined and secondary skills applied across the effort to promote efficiency and flexibility. It is envisioned that the contractor will effectively manage its workforce across the program, including shifting resources to apply expertise to tasks most effectively and to accommodate changes in schedules, high-tempo requirements and/or shultaneous events. EODGRU TWO's expectation is such that the contractor will provide a workforce of individuals each capable of serving in many of the capacities described herein.

- 5.1 <u>Task 1: Naval Salvage Diving Readiness and Training Coordination Support (MDSU 2) JEB Little Creek.</u> The contractor shall:
  - Maintain all database systems that support and provide authoritative data to all MDSU Training Reporting and Defense Readiness Reporting- Navy (DRRS-N)
  - Develop exercise scenarios based on real world intelligence and events, MSELs, and schedules of events
  - Schedule, coordinate, check out, and open and close demolitions and small arms ranges, and training areas
  - Schedule and coordinate barracks as required
  - · Coordinate and set up scenarios at the training sites and perform exercise role playing as required
  - Draft post-exercise reports and other correspondence
  - Develop short and long range training plans
  - Assist with managing a budget
  - Assist the Readiness Officer in managing and coordinating training requirements
  - Provide material solution recommendations to Salvage Diving Tactics, Techniques, and Procedures (TTP)
  - Track status of recurring reports
  - Maintain a master library of all applicable references

# Education/qualification/experience:

The SME qualifications for this level of support is a previous qualified Navy Master Diver having obtained 15 years of knowledge and experience in the U.S. Naval Diving program, four years management experience in Expeditionary Diving and Salvage operations and plans, and the duties described above.

- 5.2 Task 2: Combat Shooting and Tactical Vehicle Operation Instructor Support (EODTEU TWO) Fort Pickett, Blackstone VA. In support of NECC and all subordinate units training at Fort Pickett the contractor shall:
  - Perform basic to advanced levels of classroom, laboratory, and practical instruction in support of the NECC Combat Skills Continuum and other shooting courses executed by EODTEU TWO in accordance with approved curricula, including nighttime exercises as required.
  - Maintain an instructor training binder with approved personalized course materials to be utilized during instruction.
  - Perform and observe the safe operations of, but not limited to, the EOD authorized weapons systems, tactical
    vehicles, and authorized technical training equipment, including laser systems and synthetic weapons
    trainers.
  - Perform course preparations to include, but not limited to, preparation of classroom, weapons loading, weapons mounting, target placement, computer setup, practical area setup, vehicle staging, etc.
  - Perform operator level weapons cleaning, maintenance and repairs of all authorized weapon systems.
  - Assist in the management of Command small arms qualification program and database.
  - Qualify as Range Safety Officer (RSO) / Range Officer in Charge (OIC), as required.
  - Shall be licensed to operate Light Vehicles through 1 ¼ Ton, HMMWV, and related equipment.
  - Shall be intimately familiar with the safe operation and maintenance of all service provided weapons, weapons systems and all optics and associated components of those weapons to include, but not limited to the following and their variants:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	4 of 28	

- M4/M16 Rifle
- M14 Rifle
- M240/M60
- M2 .50 cal
- M203 Grenade Launcher
- M82/M107 .50 cal

# Education/qualification/experience:

The following education will be required of contracted personnel and certificates/documentation of completion must be provided to the COR and/or TPOC for approval prior to execution of duties:

- Navy Instructor Training Course (NEC 9502) or equivalent (Completion of a civilian [or commercial] formal
  course of instruction which has been evaluated and certified as a JIT/NITC equivalency by the Center for
  Personal and Professional Development [CPPD]).
- Proof of completion of training on required weapons systems within last five (5) years.

NOTE: Acceptable forms of documentation include past military evaluations, past documented work experience, DD Form 214, certificates from authorized civilian or military courses of instruction, SMART transcript, etc.

The following experience will be required of contracted personnel. All documentation of experience level will be provided to the COR and TA/TPOC for approval prior to executing any duties associated with this contract.

- MUST HAVE Honorable Active Duty military experience within the last five (5) years for initial hire only.
- MUST BE a graduate of Blackwater, Special Tactical Services (STS), Mid-South Shooting Institute,
  Gryphon Group, Special Forces Advanced Reconnaissance Target Analysis and Exploitation Techniques
  (SFARTAETC), Special Forces Advanced Urban Combat (SFAUC) or Marine Corp Advanced Urban
  Combat (MCAUC) small arms weapons training. Equivalent small arms weapons training courses will be
  considered, but must be approved by the COR and TA/TPOC.
- MUST BE a graduate of International Training, Inc. (ITI), Gryphon Group, Tier One Off-road or Tony
  Scotti's Vehicle Dynamics Institute (VDI) tactical driving courses. Equivalent tactical driving courses will
  be considered, but must be approved by the COR and TA/TPOC.
- MUST HAVE Six (6) years experience in a minimum of ONE (1) of the following backgrounds/specialties
  and/or have prior instructor experience within the last (3) three years training the below DoD entities:
  - US Navy EOD NEC 5337 with a minimum of one (1) deployment ISO NAVSOF/ARSOF
  - US Army Special Forces MOS 18 (Series)
  - US Navy SEAL NEC 532X
  - USMC Recon MOS 0321
  - USAF Combat Controller AFSOC 1C2X1
  - USAF Pararescueman Jumper AFSOC 1T2X1
- Possess valid CPR certification and maintain the certification annually.
- MUST meet Navy High-Risk Training requirements as outlined in OPNAVINST 1500.75 series.
   Contractors that do not qualify, comply with, or maintain instructor qualification/certification or pass the high-risk screening process MUST be replaced. High-risk screening is delineated in OPNAVINST 1500.75, Enclosures (1), (2), and (3).
- The contractor shall ensure that all employee certifications, qualifications, re-qualifications, and sustainment
  of small arms weapons courses of fire qualification are kept current at all times during performance of this
  contract. Current shall be considered within 12 months from date of completion or as outlined in

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	5 of 28	7

OPNAVINST 3591.1 (series)

# 5.3 <u>Task 3: EOD Readiness and Training Coordinator – (ESU2, EODMUs 2, 6, 12) – JEB Little Creek.</u> The contractor shall:

- Maintain all database systems that support and provide authoritative data to all EOD Training Reporting and Defense Readiness Reporting System - Navy (DRRS-N)
- Assist in the management and data entry requirements of Navy Expeditionary Combat Command (NECC)
   Readiness Cost Reporting Program (RCRP) requirements
- Assist in the management of EODGRU TWO Naval Training Information Management System requirements
- Consult to NECC-wide EOD readiness and training requirements
- Coordinate Joint Readiness Working Group, Executive Steering Committee and Joint Commanders conferences
- · Consult in new development of EOD Tactics, Techniques, and Procedures (TTP) and material solutions
- Assist with EOD force level schools funding data management
- Assist in the planning and coordination of EODGRU TWO exercise participation
- Develop exercise scenarios based on real world intelligence and events
- Develop master scenario of events lists (MSEL)
- Develop short and long range training plans
- Develop exercise scenarios based on real world intelligence and events, master scenario of events lists (MSEL), and schedules of events
- Schedule, coordinate, check out, and open and close demolitions and small arms ranges, and training areas
- Schedule and coordinate barracks as required
- · Coordinate and set up scenarios at the training sites and perform exercise role playing as required
- Draft post-exercise reports and other correspondence
- Develop short and long range training plans
- Assist with managing a budget
- Assist the Readiness Officer in managing and coordinating training requirements
- Provide material solution recommendations to EOD TTP.
- Assist EODMU RTO in managing Unit Training Administration through Readiness Cost Reporting Program (RCRP) and Advanced Skills Management
- Assist EODMU RTO in managing Individual Training Records through Advanced Skills Management (ASM) system
- Assist EODMU RTO in managing Unit Training Plan through NTIMS
- Assist EODMU RTO in managing Required Master Schools list, in Liaison with EODGRU TWO Schools Coordinator, through FLTMPS
- Assist EODMU RTO compile and report training lessons learned throughout the FRTP
- Assist EODMU RTO provide accurate and timely FRTP data to the EODMU N3 for entry into WEBSKED
- Assist EODMU RTO record progress throughout the FRTP
- Assist EODMU RTO schedule and coordinate local training areas and ranges
- Assist EODMU RTO develop and execute Sustainment and Advanced Training
- Provide for continuity and Title 10 support for unit assets while staff is deployed

#### Education/qualification/experience:

The SME support shall have six (6) years of knowledge and experience as a US EOD Technician with the described duties.

# 5.4 <u>Task 4: Master Training Specialist-Instructor/Training Advisor (EODTEU TWO) – JEB Little Creek-Fort Story.</u> The contractor shall:

- Knowledge and experience in utilizing various C-IED training aids to enhance training based on enemy TTPs and course objectives;
- Knowledge and experience in managing instructor qualifications, certifications, student counseling techniques, and professional development training;
- · Knowledge and experience as Subject Matter Expert (SME) for assigned divisions and in evaluating C-IED training exercises and available resources; role players, equipment, training aids, etc.
- Knowledge and experience in supporting "multi-divisional" complex training schedules to accommodate customer training needs;
- Knowledge and experience in providing material solution recommendations to EOD Tactics, Techniques, and Procedures (TTP);

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	6 of 28	

- Knowledge and experience in communicating with senior government officials regarding program status, milestones, obstacles, etc.
- Secret Clearance eligibility is required (must provide proof within 30 days of contract award, that clearance process is available or has been initiated).

#### Education/qualification/experience:

The SME support shall have a minimum of ten (10) years of operational EOD experience and current master instructor qualifications. They shall also have a Master Training Specialist (MTS) or equivalent certification from cognizant DoD authority and have served as an instructor in a formal EOD Training Program.

- 5.5 Task 5: Perform Learning Systems Office- EODTEU TWO, JEB Fort Story. The contractor shall provide:
  - Subject Matter Expertise in utilizing various C-IED training aids to enhance training based on enemy TTPs and course objectives
  - Subject Matter Expertise in validating EODTEU ONE/TWO Basic and Advanced Training COI and related
    materials for complete full-length courses. Materials include self-contained training products such as training
    aids, methods, plans, etc.
  - Analyze technical material and conduct field visits to determine, review, and validate the scope and content
    of EODTEU ONE/TWO Basic and Advanced Training courses and compliance with High Risk training
    safety requirements.
  - Conduct Formal Course Reviews (FCR) on a tri-annual basis to maintain content currency and accuracy for all approved EOD Training Unit courses. Studies technical material and conducts field visits to determine, review, and validate the scope and content of Basic and Advanced Training courses and compliance with High Risk training safety requirements. Review developed curricula to ensure compliance with approved curriculum development standards.
  - Conducts new course curriculum development (Plan, Analyze, Design, Develop, Implement and Evaluate Phases)
    to develop training materials for complete Basic and Advanced Training courses, or major course units of
    comparable scope. Reviews and evaluates existing training material and determines its usefulness or need to revise
    or develop new materials in compliance with the instructional design.
  - Develop and review the Test Plans for all approved training courses. Evaluate all training courses, Knowledge and Performance test results, and grading criteria to determine eligibility and validity. Develop data collection instruments as interviews, questionnaires, instructor evaluations, student critiques, and checklists.
  - Analyze learning objectives and corresponding measurement instruments for training and course development.
     Participate in EOD Basic and Advanced Training special projects such as pilot programs, functional process improvement teams, quality teams, and working groups. May serve as the team leader or project officer.
  - Participate in the development and review process of Navy Mission Essential Task List (NMETL) grading standards for EOD and Salvage Diver Force training requirements.
  - Monitor and assist training EODTEU Two divisions in the conduct of their training course testing, grading, and test evaluation programs. Conducts continuous curriculum evaluation to assess effectiveness of Basic and Advanced Training texts, lesson plans, course material, and presentations.
  - Conduct continuous curriculum evaluation to assess effectiveness of EODTEU ONE/TWO Basic and Advanced Training texts, lesson plans, course material, and presentations.
  - Reviews and validates the quality of Basic and Advanced Training courses and courseware through visits to training sites, review of evaluation questionnaires and analysis of available data. Inputs end-of-course critiques, field evaluation, and instructor/student questionnaire feedback information;
  - Conduct instructor technique evaluations for course certification. Manages and monitors instructor staff
    training requirements and qualification and instructor training records. Advises and counsels command on
    requirements and shortfalls in curriculum, training material, training support, and instructor qualifications.
  - Monitor and assist instructor staff training requirements and qualification, instructor training records, and Master Training Specialist qualifications. Advise and counsel command on requirements and shortfalls in curriculum, training material, training support, and instructor qualifications.
  - Provides direction to course managers in the documentation of changes and updates to curriculum and the
    required change approval and implementation process. Insure compliance with the process requirements,
    accuracy and completeness of documentation.

# Education/qualification/experience:

The SME support shall have a minimum of ten (10) years of operational EOD experience and current master instructor qualifications. They shall also have a Master Training Specialist (MTS) or equivalent certification from cognizant DoD authority and have served as an instructor in a formal EOD Training Program.

# 6.0 INSTRUCTOR QUALIFICATIONS

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	7 of 28	

- 6.1 The instructor(s) must be qualified and certified by the Government prior to assuming podium and range responsibilities.
- **6.2** The contractor shall cross-utilize instructors within their area of expertise to maximize instructor utilization. When cross-utilized, contractor shall be qualified/certified in all units of instruction taught.
- 6.3 Instructors shall be familiar with all presentation and instructional procedures, curriculum, training aids, devices, and equipment operation and maintenance procedures associated with the course or courses they will instruct.
- 6.4 Any instructor who demonstrates a lack of familiarity with the training materials, equipment or demonstrates unsafe practices may be "de-certified" by the COR or suspended by the Learning Standards Office (LSO) and MUST be replaced within 30 days by a suitable instructor. In addition, the TA/TPOC/COR/LSO may decertify or suspend any contract instructor that:
  - Receives an unsatisfactory instructor evaluation by government evaluators.
  - Impairs training as a result of a validated student critique, RSO/TA/TPOC/LSO/TSO observance.
  - Endangers the health or safety of any person.
  - Violates public law or Navy policies involving Fraternization, Equal Opportunity, Sexual Assault, or instructor professional conduct guidelines.
  - Fails to protect or properly care for Government property or equipment.
  - Fails to follow locally approved command guidance (Standard Operating Procedures, instructions, DRAs, etc.).
- 6.5 Instructor Qualification and High-Risk Screening Requirements: Contractors will adhere to the same instructor qualification process and/or high-risk screening requirements as the command's military instructors and personnel. Contractors that do not qualify, comply with, or maintain instructor qualification/certification or pass the high-risk screening process will be replaced.
- 6.6 Instructor Qualification (Exercise and Training Planner/Coordinator, and Combat Shooter and Tactical Vehicle Operation Instructor): Contractors assigned as instructors shall be qualified to teach in terms of both quality of the instructional skills and technical proficiency in the subject(s) assigned. The amount of time required to complete Core Unique Instructor Training (CUIT) and Instructor Certification and Qualification Program (ICQP) requirements will be in accordance with applicable command instructions. Qualification standards will be in accordance with applicable DoD, Navy, and command directives, to include completion of command and course indoctrination; demonstration of familiarization with lab, equipment, and safety procedures; development of personalized instructor guides; completion of knowledge and performance tests related to the area assigned to teach, auditing specific lesson topics; and CPR certification. The qualification process shall be timely, efficient, and non-intrusive to the Government's class schedule.
- 6.7 High-Risk Screening (Exercise and Training Planner/Coordinator, and Combat Shooter and Tactical Vehicle Operation Instructor). Contractors assigned to positions as instructors and performing high-risk training instruction as defined by Navy directives will have completed a physical exam within the last five years documented with a DD Form 2808 or a comparable civilian form. Contractors performing high-risk training instruction will be required to submit to and pass the command's high-risk screening requirements in accordance with OPNAVINST
- 1500.75 (series): completion of the medical questionnaire (OPNAVINST 1500.75A, enclosure 2), a medical record screening, a medical officer interview, and a Commanding Officer interview. The medical officer interview, if the deemed necessary by the command, will be scheduled by and performed by military medical officer as delineated by EODTEU TWO (OPNAVINST 1500.75A, enclosure 2) to ensure screener familiarity with high-risk screening requirements.
- 6.8 Maintaining Instructor Qualifications: The Contractor shall maintain documentation for each Instructor detailing that individual's qualifications in accordance with the requirements of the task. Substitution of Instructors or the addition of new Instructors during a course shall be communicated to the Contracting Officer's Representative (COR) prior to the convening date. The COR will have the authority to review and approve the Instructor's qualifications.

#### **Additional Instructor Requirements:**

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	8 of 28	

- 6.9 Contractor personnel shall wear all required personal protective operating procedures equipment while conducting training in accordance with applicable Command directives, standard and OSHA standards. Contractor personnel shall be required to work outside in desert and coastal areas. Suitable protective outer garments (e.g. fleece jackets/pants, fleece hats/gloves, Gortex rain jacket/pants, Thinsulate boots, floppy sunhat) will be required to be worn by Contractor personnel during inclimate periods. Protective outer garments should be uniform (e.g. same brand and color). Contractor personnel comfort and safety from these environments is paramount. Outer garments are to be provided and replaced by Contractor.
- 6.10 In accordance with OPNAVINST 1500.75, a psychological evaluation will be required for all Contractor personnel assigned under all tasks and particularly those of high risk nature and/or sensitivity of the scope of work (e.g. Combat Shooting, etc). The Medical Questionnaire (Appendix B, OPNAVINST 1500.75 enclosure (2)) and the Results of Medical Screening (Appendix B, OPNAVINST 1500.75 enclosure (3)) will be required to be completed. Documentation shall be maintained by the Contractor, provided to the COTR, and available for government review upon request. A copy of the documentation shall be provided to the COMEODGRU TWO Medical Officer for review and will be kept on file in the COMEODGRU TWO and EODTEU TWO medical departments. Contractor medical records and psychological evaluation will be physically secured and be considered "staff in confidence" information and will not be released unless authorized by the Contactor or if deemed necessary by the COMEODGRU TWO Medical Officer (e.g. medical emergency, high risk certification inspection.)
- 6.11 Contractor duties require moderate physical exertion such as long periods standing, walking over rough, uneven, or rocky surfaces requiring bending, crouching, stooping, reaching, or similar activities in all types of weather conditions ranging from very hot (110 F summer) to very cold (30 F winter). The work requires lifting of Items up to 50 lbs., such as tools, small arm weapons and inert ordnance items. The work may require specific, but common, physical characteristics and abilities, such as average agility and dexterity. Individuals cannot have seizure disorders, abnormal and uncorrectable near vision, be colorblind, or have substantial hearing loss (hearing aid is acceptable).
- 6.12 Combat Shooting Instructor contractors duties executing the ESE, IECS and AECS courses of instruction REQUIRE moderate to heavy physical exertion such as short periods of running, long periods of standing, walking over rough, uneven, or rocky surfaces requiring bending, crouching, stooping, reaching, or similar activities in all types of weather conditions ranging from very hot (110 F summer) to very cold (0 F winter) while wearing small arms PPE (e.g. NIJ Level III body armor with ballistic helmet). Instructors must be able to keep up with running students on a dynamic shooting range. The physical ability of the contracted instructor must be ABOVE AVERAGE.
- **6.13** Combat Shooting Instructors/Contractor personnel MUST pass the U.S. Navy Physical Fitness Assessment for their applicable age bracket with a minimum overall score of GOOD as outlined in OPNAVINST 6110.1 Series and demonstrate their ability to drag/carry a 185 pound training dummy a distance of 50 meters once during each POP.
- **6.14** Combat Shooting Instructor Contractors conducting instructor duties for the ESE, IECS and/or AECS courses of instruction shall qualify as Expeditionary Small Arms Munitions Instructor (ESAMI) and Crew Served Weapons Instructor (CSWI) within 12 months of being hired.

# 7.0 SECURITY REQUIREMENTS:

- 7.1 General. Performance of this performance work statement (PWS) requires access to classified information up to the level of SECRET for everyone. Accordingly, the government will issue a DD-254.
- 7.2 The Contractor shall designate in writing a Contract Security Officer (CSR). The CSR is the government point of contact and responsible for handling all contractors to government related security matters. Within five (5) calendar days after award of this delivery order, the CSR shall submit to the Contracting Officer and the appropriate EOD Group TWO commands security clearances for each contractor requiring access to EOD Group TWO units' facilities.
- 7.3 Information Security. All data provided to the contractor by the Government and/or developed by the

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	9 of 28	

contractor for the Government shall be protected from disclosure in accordance with the appropriate classification markings. All other information relating to the items to be delivered or services to be performed under this delivery order may not be disclosed by any means without prior approval by the Government. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or, any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

7.4 Physical Security. The contractor shall establish and implement methods of making sure all keys and or electronic lock access codes issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government without authorization from the government. The contractor shall immediately report to the TOM any occurrences of lost or duplicated keys and or lost electronic access codes. In the event keys are lost or duplicated and upon written direction of the TOM, the contractor may be required at no cost to the government to re-key or replace the affected lock or locks. Furthermore, the government may exclude contractor personnel from certain events, locations and venues for various reasons. The respective technical representative will make every effort to inform contractor personnel of such events, locations, and venues in advance to avoid violations of regulations, procedures, and related embarrassment.

# 8.0 TASK ORDER MANAGER AND TECHNICAL ASSISTANT DESIGNATION:

The Task Order Manager for this Performance Work Statement will be assigned at time of contract award.

# 9.0 GOVERNMENT FURNISHED INFORMATION:

The government will supply all available documentation required to perform work. The government will make available all required regulations, directives, planning documents, policy documents, schematics etc., necessary to perform assigned tasks

Additionally, all documentation shall be maintained by EODGRU TWO or another appropriate government military medical authority. The government will be responsible for the physical security of the copies and will consider them as "staff in confidence" information and not released unless authorized by the contactor or deemed necessary by the COMEODGRU TWO Medical Officer (e.g. medical emergency, high risk certification inspection.).

# 10.0 GOVERNMENT FURNISHED MATERIAL:

10.1 Special issue clothing unique to government training and safety requirements (i.e. shooting, boating operations, etc.) will be provided by the Government. The contractor will return all special issued clothing to government. Local procedures shall apply to the issuance and return of equipment and clothing. The replacement cost of issued clothing and equipment not returned will be pursued in accordance with applicable legal procedures.

# 11.0 GOVERNMENT FURNISHED EQUIPMENT:

- 11.1 Safety equipment and special clothing unique to government training requirements will be issued to the contractor by the government: When the equipment/clothing is no longer required, the contractor will return the issued items.
- 11.2 The Government shall make available workspace, utilities, infrastructure, telephone access, computers, NMCI High access, NMCI Low access and administrative supplies required for contract performance. Government will supply all available documentation required to perform this task. The government will make available all required regulations, directives, planning documents, policy documents, literature, schematics, etc., necessary to perform assigned tasks.

12.0 Other Direct Costs (ODC):

12.0 Cilici Direct Costs (CD.	~,·			
Description	Unit Cost	Qty.	Total Costs	Rationale
Random Drug Testing	\$50.00	15	\$750	Random Drug Test 3 times during POP, 20% of FTE
Clothing Allowance	\$1500.00	15	\$12,500	As per SOW Instructor Field Clothing priced 15 to include potential turnover
Service, Supplies, Material, Travel and Training	N/A	N/A	\$35,000	Necessary to meet the tasks associated with the T.O.

- 12.1 Contractor trainer/instructors shall be provided an ensemble of shirts and trousers, boots, and a jacket, pants, and gloves for work in outdoor, field conditions, and inclement weather: the clothing will be uniform (same brand, style, and color), but distinctive in that it does not imply that the contractor is a military member. The cost of the ensemble will not exceed \$1500.00 per person. Contractors will not wear military clothing unless otherwise directed.
- 12.2 Personal Appearance: Contractors are expected to present high grooming standards a clean and neat appearance and dress according to the requirements of their positions. Male employees will not wear earrings under any condition. The minimum standard for office work attire is a collared shirt, trousers (no jeans), and hard-soled shoes.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	10 of 28	

12.3 Drug Testing: The contractor shall screen all potential employees for "drug free" employment, initially (pre-employment screening). Three random tests, testing 20 percent of the contractors each test, will be conducted annually during the course of performance. The contractor shall maintain the drug screening schedule and results, and provide them for review to the Contracting Officer on request. Contractors testing positive for drug use through initial screening or randomly will be removed for cause.

#### 13.0 TRAVEL REQUIREMENTS:

The place of performance will be EODTEU TWO Fort Story, Virginia; EODGRU TWO NAB Little Creek, Virginia; and FT PICKETT, Blackstone, Virginia. Actual destinations are subject to change during the course of this SOW. Travel will occur in accordance with the DoD Joint Travel Regulation (JTR). The following destinations, number of trips and durations are estimated in support of this requirement:

Destination	Number of Trips	Number of People	Duration
Yuma Arizona	2	1	3
Newport, RI	2	1	4
Dahigren, VA	1	1	3
Panama City FL	4	1	5
China Lake CA	3	1	5
San Diego CA	6	1	3
Indian Head MD	2	1	4
Ft Pickett, Blackstone VA	5	1	2
Albuquerque NM	5 1	1	3
Fayetteville NC	1	1	3
Washington DC	4	1	3

The contractor personnel required for each trip will be based on the specific support requirements. Contractor's travel shall be coordinated and approved by the COR. Transportation of material/equipment shall be done by the Contractor at the Contractor's expense provided it fall within the scope of work performance outlined in this document and is during the timeframe provided within the scope of this task.

#### 14.0 DATA DELIVERABLES

The contractor is responsible for the following deliverables. All correspondence will have the contract number on the front sheet. The COR shall review all deliverables, Deliverables deemed unacceptable shall be returned to the contractor for re-work within fifteen (15) days and shall be resubmitted by the contractor no later than five (5) days after return.

Document	Due	Classification
Task Order Management Plan	Within 21 days of TO start	Unclassified
Trip Reports	Within 10 days after travel completed	Unclassified
Monthly Status Reports	15 <sup>th</sup> of following month	Unclassified
Meeting Minutes/Conference Reports	Within 5 days following meeting or conference	Unclassified/ Secret
Training Materials	As required	Unclassified/ Secret
Technical Reports	As required	Unclassified/ Secret
Final Report	Within 15 days of PoP completion	Unclassified

- 14.1 Monthly Status Report. The contractor will provide Monthly Status Reports. The report will cover the period of the previous calendar month and is due to the COR by the 15<sup>th</sup> calendar day of the month following the reporting period. The report shall document and/or include:
  - Significant work anticipated for the next reporting period
  - · Reimbursable travel accomplished to include dates, person, location, and purpose
  - A Financial Status Report which includes Actual Summary of Hours and Actual Detailed Hours. The Detail of
    Hours shall include (as a minimum) employee names, skill levels, labor hours by project/module, rates, monthly
    costs, cumulative costs, and Other Direct Costs (ODC). Contractor format is acceptable.
  - Progress for the Period: The Contractor shall provide a summary of work, and activities, accomplished during the reporting period. Significant technical and programmatic work accomplishments.
  - Activities Planned: The contractor shall provide a brief summary of planned activities to occur in the next reporting period.
  - Problems Encountered: The Contractor shall provide a brief summary of any problems, issues or delays

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	11 of 28	

identified/encountered and recommendations as to their resolution, or any corrective action that was taken to correct identified problems.

Curriculum Revisions: The Contractor shall provide recommended changes to the training curriculum, a
brief explanation as to why revisions are recommended, and the impact of such revisions. Travel Report:
The Contractor shall provide a brief summary addressing all travel occurred during the reporting period, the
outcome of said travel and the costs incurred. If more than one travel event occurred during the reporting
period, the report shall address each event separately.

If significant variance with either the approved schedule or budget is discovered or an irresolvable issue is encountered, the contractor shall notify the Contracting Officer immediately and not depend on the monthly report to inform the government.

- 14.2 Meeting Minutes/Conference Notes. The contractor shall take all minutes and notes for all contract related meetings and provide them to the Contracting Officer within five days of the meeting for mutual concurrence.
- 14.3 Final Report. The Contractor shall provide a final report, to the COR, within 15 days from the conclusion of this contract period. The report shall summarize all monthly reports addressing: objectives achieved, significant issues, problems and recommendations to improve the process in the future.
- 14.4 TOMP: The contractor shall effectively convey the Task Management Approach the contractor shall take to accomplish the effort contained in this PWS. This approach will address task organizational structure, personnel (including relevant experience) and a resource chart with corresponding labor categories and number of hours anticipated for work completion.

#### 15.0 OTHER CONDITIONS/REQUIREMENTS:

15.1 Hours of Operation: Normal working hours are 7:30 AM to 4:00 PM, Monday through Friday, with the exception of Federal government holidays, and include an allowance for a 30 minute lunch period. However, there may be circumstances where work hours may be adjusted to meet mission critical requirements.

During instruction of the following courses are circumstances where the normal working hours of 7:30 AM to 4:00 PM may not apply:

- Advance Expeditionary Combat Skill course.
- The Intermediate Expeditionary Combat Skill course.
- The FTX training period (IED/UXO Training Aid Specialists, EOD/IED Instructors, WMD Instructors, MCM/UW instructors.
- Exercise days for MCM instruction.
- Exercise days for limpet instruction.

Typically, instruction for these courses incur 12 hours of hands on training, and additional time for transit, however, the limpet instruction is typically 17 hours per day. The Project Manager and the TOM will mutually agree on deviations to the schedule.

Curriculum development, equipment maintenance and other tasks require one day per week on average to complete. Additionally, the following government holidays are typically observed by government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Typically, there is no training conducted during government holidays.

- 15.2 SAFETY: Nothing in the PWS, nor any Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility for the safety of the contractor's personnel and property, the Government's personnel and property, and the general public. Furthermore, nothing in this PWS shall relieve the contractor of its responsibility for complying with applicable Federal, State, and Local laws, ordinances, codes and regulations (including those requiring applicable licenses and permits) in connection with the performance of this contract delivery order.
- 15.3 Mishap: If a mishap involving services under this contract results in an injury or death, the contractor shall, within one (1) hour, promptly report the incident to the EODGRU TWO COR/TA and the assigned contract Program Manager. If the Navy conducts an investigation of the accident, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall allow authorized Government representatives access to the contractor's facilities, personnel and safety program documentation.
- 15.4 Medical Care: Emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or illness. The Contractor shall make care reimbursement to the appropriate Navy collection agent upon receipt of statement(s).
- 15.5 Misconduct: Any disciplinary problem between contract employees and military staff or students such as fraternization, sexual harassment, or racial discrimination shall be immediately reported to the Contractor's Project

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	12 of 28	

Manager and the TOM. Upon notification, the Contractor shall investigate the complaint and submit a response to the TOM within 24 hours. If the investigation determines the complaint is justified, the Contractor shall provide a course of action to be taken to resolve the problem within 3 working days of the notification. The government reserves the right to accept or reject the Contractor's recommended resolution.

- 15.6 Impaired Personnel: Should the contractor be found to perform unsatisfactorily or be unfit for duty at any time during the course of the task order performance, the contractor may be asked to leave if it is deemed to be in the best interests of EOD Group TWO. The command COTR on the site of unsatisfactory performance, in coordination with the Contacting Officer, shall make this decision. If an investigation determines the complaint and removal was justified, the contractor shall replace the individual.
- 15.7 Disclosure of Information: Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.
  - 15.7.1 Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others.
  - 15.7.2 Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized government personnel, or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the contractor.
  - 15.7.3 The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.
- 15.8 Limited Use of Data: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

15.9 Vehicle and Equipment Operation: The operation of Government owned or Government leased vehicles shall be required in connection with the delivery of the instruction and support associated in this PWS. The regulations and guidelines that 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 E). Additionally, Section 3.8 of NAVFAC Publication P-300 (management and Support of Civil Engineering Equipment) (Attachment F) 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 contractors shall possess the required licenses to operate military vehicles in the assigned job task. The contractor may be held liable for all damages resulting from willful misconduct in the operation of military owned or leased equipment.

16.0 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 the [NAMED COMPONENT] via a secure data collection site. Contracted

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	13 of 28	

services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <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>.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	14 of 28	

# SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	15 of 28	- AA

# SECTION E INSPECTION AND ACCEPTANCE

# **QUALITY ASSURANCE SURVEILLANCE PLAN AND MATRIX**

# 1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

#### 2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

#### 3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

#### 4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- Contracting Officer The Contracting Officer ensures performance of all necessary actions
  for effective contracting, ensures compliance with the terms of the contract and safeguards the
  interests of the United States in the contractual relationship. It is the Contracting Officer that
  assures the Contractor receives impartial, fair and equitable treatment under the contract. The
  Contracting Officer is ultimately responsible for the final determination of the adequacy of the
  Contractor's performance.
- Task Order Manager (TOM) An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

# 5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix (Attachment 1) describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

Customer Feedback – Customer feedback may be obtained either from the results of formal
customer satisfaction surveys or from random customer complaints. Customer complaints, to
be considered valid, must set forth clearly and in writing the detailed nature of the complaint,

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	16 of 28	

must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

- Random Monitoring Random monitoring shall be conducted if and when deemed necessary
  to ensure compliance with the terms of the contract. The TOM will conduct the random
  monitoring.
- Random Checks/Inspections Random checks will be conducted to ensure compliance with the terms of the contract. The TOM will conduct the random monitoring.

# 6.0 IDENTIFIED OA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

# 7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract.

# 8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	17 of 28	

# **QASP MATRIX**

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS.	Inspection by the TOM	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Services – PWS Tasks	The contractor shall provide training support services 1AW the Performance Work Statement (PWS).	Inspection by the TOM	Random	All tasks performed IAW PWS.
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	95% accuracy
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the TOM	Annual	All performance elements rated Satisfactory (or higher)

<sup>-</sup>If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

# **INCENTIVES/DISINCENTIVES:**

The TOM will make an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the TOM's annual report, may result in termination of the contract and may also result in the loss of future Government contracts.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	18 of 28	

# SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

8/17/2014 - 8/16/2015
8/17/2015 - 8/16/2016
8/17/2016 - 8/16/2017
8/17/2017 - 2/16/2018
8/17/2014 - 8/16/2015
8/17/2015 - 8/16/2016
8/17/2016 - 8/16/2017
8/17/2017 - 2/16/2018

# **CLIN - DELIVERIES OR PERFORMANCE**

The periods of performance for the following Items are as follows:

8001	8/17/2014 - 8/16/2015
8101	8/17/2015 - 8/16/2016
8201	8/17/2016 - 8/16/2017
8301	8/17/2017 - 2/16/2018
9001	8/17/2014 - 8/16/2015
9101	8/17/2015 - 8/16/2016
9201	8/17/2016 - 8/16/2017
9301	8/17/2017 - 2/16/2018

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	20 of 28	

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A Address: Phone:

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS Cleveland Address: P.O. Box 998022 Cleveland, OH 44199-8032

- 5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
  - a. Liaison with personnel at the Government installation and the contractor personnel on site;
  - b. Technical advice/recommendations/clarification on the statement of work;
  - c. The statement of work for delivery/task orders placed under this contract.
  - d. An independent government estimate of the effort described in the definitized statement of work;
  - e. Quality assurance of services performed and acceptance of the services or deliverables;
  - f. Government furnished property;
  - g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
  - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: LCDR Michael Ogden Address:

**EODESU TWO** 

2520 Midway Rd

Ste 100

Virginia Beach, VA 23459-3324

Phone:

757-462-8452 ext. 1110

Email:

michael.a.ogden@navy.mil

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

Name: N/A Address: Phone:

- 6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
  - a. Identifying contractor deficiencies to the COR;
  - b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
  - c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting
  - e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice; Actoristics and

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	19 of 28	

# SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

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

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: NAVSUP Fleet Logistics Center Norfolk Warranted Contracting Officer

Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511 Phone: 757-443-1601

(End of Clause)

#### CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

- 1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data;
  - b. Freedom of Information inquiries;
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
  - d. Arranging the post award conference (See FAR 42.503).

Name:

Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511

Phone:

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name:

Address: 1968 Gilbert Street, Suite 600

Norfolk, VA 23511

Phone: 7

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	21 of 28	-1207

- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A Address: Phone:

- 7. ORDERING OFFICER is responsible for:
  - a. Requesting, obtaining, and evaluating proposals for orders to be issued;
  - b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
  - c. Obligating the funds by issuance of the delivery/task order;
  - d. Authorization for use of overtime;
  - e. Authorization to begin performance; and/or
  - f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of S----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of ------

Name: N/A Address: Phone:

(End of text)

# CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

- 1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
- 3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	22 of 28	

CAO has issued a contractual change. The COR duties are as follows:

#### a. Technical Interface

- (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
- (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

#### b. Contract Surveillance

- (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.
- (2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.
- (3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.
- (4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The <a href="mailto:initial">initial</a> CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

# c. Invoice Review and Approval/Inspection and Acceptance

- (1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.
- (2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	23 of 28	

- (3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.
- (4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."
- d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

#### e. Administrative Duties

- (1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.
- (2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.
- (3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

#### Enclosure (1)

- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.
  - i. Written Report/Contract Completion Statement.
- (1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.
- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.
- (3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Close-out of Contract Files.
- 5. The Technical Assistant (Tex) fift appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:
  - a. Identify contractor deficiencies to the COR.
  - b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	24 of 28	

documentation to support the recommendation.

- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
  - d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	25 of 28	

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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	26 of 28	LI.

# SECTION H SPECIAL CONTRACT REQUIREMENTS



# H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR claus \$152.219.6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteranowned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort c MACs and as further determined in accordance with Special Contract Requirement H-19.



 CONTRACT NO.
 DELIVERY ORDER NO.
 AMENDMENT/MODIFICATION NO.
 PAGE 27 of 28
 FINAL 27 of 28

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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7777	N00178-14-D-7777-FK02	07	28 of 28	

# SECTION J LIST OF ATTACHMENTS