

Contract# N61340-16-R-0016

FIELDDED TRAINING SYSTEMS SUPPORT III
(FTSS III)

Addendum B

STATEMENT OF WORK
66410-A-0433

USN Navigation Seamanship Ship-Handling (NSS) Contractor Instruction Services
(USN NSS CIS)

FTSS III Addendum B, SOW, USN NSS CIS Changes:

<u>Date</u>	<u>Item</u>	<u>Change</u>	<u>Purpose</u>
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**FIELDDED TRAINING SYSTEMS SUPPORT III
(FTSS III)**

Addendum B

**STATEMENT OF WORK (SOW)
66410-A-0433**

**Navigation, Seamanship, and Ship-Handling
Instructor Services
(NSS CIS)**

At

Naval Support Activity, Bahrain

Naval Station, Everett, WA

Naval Station, Mayport, FL

Naval Station, Newport, RI

Naval Station, Norfolk, VA

Naval Station, Pearl Harbor, HI

Naval Station, Rota, Spain

Naval Station, San Diego, CA

Commander, Fleet Activities, Sasebo, Japan

Commander, Fleet Activities, Yokosuka, Japan

This Addendum to the SOW defines the NSS CIS support requirements at the above sites. It forms a part of, and shall be attached to the FTSS III Statement of Work 66410-A-0433.

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ADDENDUM B: CONTRACT INSTRUCTION SERVICES (CIS)

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PART 1: GENERAL DESCRIPTION

1.1 PURPOSE. The overall objective of this SOW is to provide NSS Instructor/Operator and related scheduling and administrative support services for training U.S. Navy Surface Warfare Officers and Enlisted bridge navigation watch standers participating in the Bridge Resource Management (BRM), Basic Ship-Handling (BSH), Bridge Watchstanding Special Evolutions, Littoral Combat Ship (LCS) Officer of the Deck (OOD) and Junior Officer of the Deck (JOOD), Surface Warfare Officer Advanced Shiphandling (ASAT) and other Courses, as required, in NSS subject areas.

NSS Instructor/Operator simulator and classroom based NSS training and related scheduling and administrative support services shall be provided at various facilities located at Bahrain, Everett WA, Mayport FL, Newport RI, Norfolk VA, Pearl Harbor HI, Rota Spain, San Diego CA, Sasebo Japan and Yokosuka Japan, and through the use of appropriately qualified Instructor/Operator personnel providing classroom and simulator instruction, assessment of competence in NSS subject areas, and utilizing/operating Government furnished NSS simulators and other computer based training systems and associated curriculum.

All experiential exercises delivered to the Surface Warfare Officer and enlisted students must be of the highest fidelity possible while yielding maximum learning and retention benefits. Potential platform/site specific CIS requirements are as follows:

Appendix

B01	Fleet NSS Site Requirements
B02	SWOSCOLCOM NSS/LCS Requirements

Attachment

Location(s)

B02 (1)	Naval Support Activity, Bahrain
B02 (2)	Naval Station, Everett, WA
B02 (3)	Naval Station, Mayport, FL
B02 (4)	Naval Station, Newport, RI
B02 (5)	Naval Station, Norfolk, VA
B02 (6)	Naval Station, Pearl Harbor, HI
B02 (7)	Naval Station, Rota, Spain
B02 (8)	Naval Station, San Diego, CA
B02 (9)	Commander Fleet Activities, Sasebo, Japan
B02 (10)	Commander Fleet Activities, Yokosuka, Japan

1.2 Trainer Changes. During the term of this task order, training equipment/devices and syllabi may change either through modification, addition or removal. Provided such changes do not require changes in qualifications/certification, CI personnel shall be required to adapt to these changes.

1.3 Future Deliveries/Planned Deletions. The Government may have other future needs to expand or shrink existing site requirements to meet Fleet requirements. This information is provided for information purposes only and at a later date may be negotiated under this Task Order or a separate task

order, or accomplished through organic Government resources. Section H (Award/Exercising Task Order Line Items) will apply.

1.3.1 Future Requirements. 1B15 and 1B16 LCS Bridge Simulator devices supporting LCS OOD/JOOD curriculum requirements are planned for installation at Naval Station Mayport in FY 2017 and potentially Naval Station Norfolk during the period covered by this contract. Future Fast Frigate (FF) platform specific training devices and locations are also potential future requirements. Specific office and classroom facilities in these new locations are to be determined.

1.3.2 Future Requirements. Option year expansion may also include NSS related instruction associated with the Navy's Voyage Management System (VMS) or future Electronic Chart Display Information System (ECDIS) systems designated by Navy Command authorities. This may involve the inclusion of Great Lakes, IL as a potential additional site.

1.3.3 Future Requirements. Potential On-call Instructor support may be required at Naval Shipyards in Pascagoula, MS and Bath, ME to provide basic NSS instruction using COVE III simulators that may be delivered and installed for Ship Pre-Commissioning Units (PCUs) assigned at those locations.

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PART 2: DEFINITIONS

Reference Contract Attachment 1, Definitions

Acceptable Quality Level (AQL). AQL is the maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot on average that may occur before the Government will affect the price computation system in accordance with (IAW) the Performance Requirements Summary (PRS) and Inspection of Services clause.

Additional Missions and/or Instruction Units. Government instruction in excess of the requirement (i.e., in excess of hours per day for CI or make up time.) Additional instruction may be scheduled by the Government on holidays, non-working weekdays, weekends, and inside and outside of the window of CI operation on working days.

Availability Performance Factor (APF). This factor is a measurement of the performance capability of a training system or equipment for each Government Scheduled Use (GSU), and is determined as described in task order/appendix.

Baseline Inventory. Established through 100% physical inventory of GFP, determines the serviceability of assets prior to the Contractor assuming responsibility for the contract term, and is the standard used to measure Contractor accountability for these items when the contract is over.

Chargeable Lost Instruction (CLI) Units. Instructional units scheduled (IS) that are lost/not completed by the Contractor and are chargeable against the Contractor (i.e., attributable to the Contractor's failure to fulfill CIS requirements). (Refer to CI Contractor Performance Summary Report Contract Data Requirements List (CDRL)).

Contract Instructor (CI). The person who is conducting the instruction and directly interfaces with the student.

Contractor Instruction Factor (CIF). A measurement of Contractor success in meeting Government simulator instruction requirements.

CI Schedule. Identifies instruction to be conducted during normal instruction events, make-up instruction events, and additional missions and/or instruction events.

Contractor Performance Factor (CPF)/Contractor Measurement Factor (CMF). CPF/CMF are tangible measures of Contractor performance for instructor availability to measure Contractor success in meeting Government training requirements. Computation of CPF/CMF is described in Part 6 of Addendum A.

Contractor Support Date (CSD). The date a Contractor assumes full performance responsibility as specified in a task order/appendix. CSD shall usually coincide with the end of the mobilization phase.

Contracting Officer's Representative (COR). The designated Government POC responsible for surveillance of Contractor performance. The COR is the Government technical representative, and a single point of contact for the Contractor. When designated in the Task Order, an alternate COR (ACOR) may be assigned as a backup in the absence of the COR. The COR may be assisted by one or more on-site government representative.

Defectives. A unit of service making up the LOT size in the performance requirements summary (PRS), which contains one or more defectives, or non-conformance with requirements.

Downtime. That portion of contracted training time (CTT) when a trainer is not operationally ready and/or a qualified operator is not provided when required.

Energized Equipment. Training systems, equipment or sub-assemblies that are in a powered-up condition to include those that do not have power removed by opening the main power breaker or switch located between the building facility and the trainer main power panel.

Engineering Change Proposal (ECP). A recommendation for an engineering change submitted by a Contractor to the appropriate approval authority to modify, add to, delete, or supersede original parts or design of an equipment item.

Failure. Any part of a training system or equipment that does not operate IAW performance specifications.

Government Furnished Property (GFP). All assets, including the Material Support Package (MSP) furnished to the Contractor by the Government. As defined in FAR Part 45.101, GFP means property in the possession of or directly acquired by the Government and subsequently made available to the Contractor.

Government Scheduled Use (GSU). A block of time designated by the Government to utilize a training system or equipment identified in each task order. The Government may schedule a GSU for any purpose to include, but not limited to: instructor preparation, curriculum or scenario development, training, demonstrations, inspections, modifications and upgrades.

Inspected Items. All items selected for review during Government inspections.

Instruction Factor (IF). A measurement of Contractor success in meeting Contractor Instruction Services (CIS) requirements.

Instruction Unit. An instruction event, normally one hour in duration. May include all, or part of a brief, instruction, and debrief. Instruction units may be structured as a mission.

Instruction Units Completed (IC). The portion of Instruction Units Scheduled (IS) that are satisfactory completed by the Contractor. IC is a component used to calculate the CI Instructional Factor (IF).

Instructional Units Scheduled (IS). The portion of hours per day that CIs are required under the task order that are scheduled in accordance with the task order criteria. IS is a component used to calculate the CI Instruction Factor (IF).

Key Personnel. Personnel whose aggregate technical and professional experience is essential to successfully support the device. Key Personnel are as follows: Site Manager(s), CIS Lead(s), and all Contract Instructors (CIs).

Lost Training. Scheduled training not accomplished due to trainer downtime.

Make-Up Training/Instruction. All rescheduled missions or instruction events/units due to lost training/instruction attributable to factors under the control of the Contractor.

Mobilization. The contract phase immediately prior to CSD designated for Contractor preparation to assume full responsibility for Contractor Services described in the task order.

Monthly Training Plan. Identifies planned or intended use of the trainer(s) in terms of planned operating hours, number of planned training periods per day or week, and the required material condition for individual periods or blocks of periods, if known. The plan shall in no way constrain the Government with regard to changes dictated by operational necessity.

Non-Chargeable Downtime (LI). The portion of lost instructional units scheduled (IS) that is not completed by the Contractor and not chargeable against the Contractor i.e., not the fault of the Contractor. LI is a component used to calculate the CI instructional factor (IF).

Normal Operating Window. The period of time, as specifically identified in the task order, within which the Government expects to schedule any uses of the training system or equipment. (See "Government Scheduled Use").

On-Site Government Representative (OSGR). An on-site designated Government employee responsible for contract administration. The initial OSGR will be identified prior to CSD.

Performance Requirements Summary (PRS). Identifies key service outputs of the contract that will be evaluated by the Government to assure the Contractor meets contract performance standards. The PRS is included in the applicable task order/appendix.

Premium Time. Any Government requirement other than make-up training which necessitates operation of the trainer (e.g., additional training, inspections, modifications, etc..) at times other than the Contracted Training Time (CTT). Does not apply to On-Call equipment.

Quality Assurance (QA). Those actions taken by the Government or Contractor to assure services meet the requirements of the SOW.

Quality Assurance Plan (QAP). An organized written document used for QA that contains specific methods to perform surveillance of the Contractor.

Quality Control (QC). Actions taken by a Contractor to control the production of goods or services to ensure SOW requirements are met.

Random Sampling. A sampling method where each service output in a lot has an equal chance of being selected.

Sampling Guide. The part of the QAP that contains all information needed to perform a random sample.

Scheduled Training Time. Scheduled Training Time includes training time, make-up training time, and additional training (Premium Time).

Scheduling Authority. Designated activity (e.g., Type Commander, Course Curriculum Model Manager) or COR.

Stand-Down. Period of non-operational use designated by the Government for which training systems and equipment will not be utilized for normal training.

Training Mission. A single mission, sortie, period, or event.

Training Mission Schedule. A daily or monthly schedule for trainer utilization that identifies training missions to be accomplished during CTT, make-up, and additional training periods.

Training Time. Contracted Training Time (CTT) or Premium Time (additional training) when authorized. May include utilization for any Government requirement that necessitates operation of the trainer. (i.e., training, inspections, software development, Quality Assurance and Revalidation's).

Window of CI Operation. A standard block of time during specific days of the week established for scheduling of training for Contract Instruction Services (CIS). The scheduling authority may adjust the window of CI operations as dictated by operational necessity.

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PART 3: MOBILIZATION

3.1 RESPONSIBILITIES. During the Mobilization Phase, the Contractor shall comply with that part of their technical proposal submitted in response to the task order which deals with mobilization. The Contractor shall be responsible for mobilizing and preparing to assume full performance responsibility at Contractor Support Date (CSD). The Contractor's Mobilization performance will be documented in the Contractor Performance Assessment Reporting System (CPARS).

3.1.1 PERSONNEL. Résumés for all CIS personnel are required to be submitted to the Procuring Contracting Officer (PCO) via the Contracting Officer Representative (COR) after start of Mobilization for review and determination of acceptability. A cover letter, with résumés attached, shall be submitted for each proposed Contractor employee (including any proposed subContractor employees) specifying:

- (a) The name of each Contract Instructor (CI)
- (b) Proposed site
- (c) The position held in the Contractor's organization (e.g., Site Manager, Lead CI, etc.)
- (d) Type of CI
- (e) Any special positions (Site Manager (SM), Alternate SM, Lead Instructor etc.)
- (f) Planned employment Status (full-time, part-time, on-call)
- (g) Fully-qualified or needing waivers (specify for what qualification)
- (h) Department of Labor (DOL) Occupation Code and Title (Service Contract Act Directory of Occupations)
- (i) Date anticipated to report on site

Résumés shall state specifically how the individual meets SOW/Appendix CI qualifications and certifications for the CI position they will fulfill per the résumés and cover letter. Military experience shall annotate rank/rate, fulfilled positions of leadership, titles, and documented qualification(s) and certification(s) received (e.g., DESIGNATORS/NECs/Ships Master/STCW certifications). Failure to address all SOW/Appendix qualification and certification requirements may result in a delay in acceptance or rejection of the Contractor instructor, thus resulting in a possible deduction and/or an initial poor performance rating in the CPARS at the onset of CSD.

Résumés, with cover letters, are required for any personnel replacements or substitutions during this Task Order per Section H Clause 5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR) (OCT 2005) of the basic FTSS III contract. All such submittals shall contain all data required above and be routed to the PCO via the COR.

The Contractor shall have all proposed personnel on-board, qualified with security clearances, or with pending clearances no later than ten (10) working days prior to each training system and equipment CSD. If the Contractor uses incumbent personnel to meet this requirement, evidence of planned employment can be demonstrated by providing the COR, the Contractor's Offer Letter and the planned employee's Acceptance Letter (or candidate employee signed offer letter).

Deviation at CSD from the Contractor's proposed workforce will be documented in the first Contractor Performance Assessment Report (CPAR) and may be cause for consideration.

3.1.2 TRAINING. The Contractor shall have personnel available for appropriate training that may be provided by the Government during Mobilization.

3.1.3 TECHNICAL/TRAINING DATA. The Contractor shall inventory the Government furnished technical/training data per CDRL requirement. The Contractor shall provide the Contracting Officer's Representative (COR) an inventory of any Government furnished curriculum, training materials and resources, and office equipment/furniture.

3.2 MEETINGS.

3.2.1 JOINT MEETINGS.

3.2.1.1 A joint Mobilization meeting shall be conducted after contract award to discuss the Contractor's Mobilization Plan and the respective responsibilities of all parties. The meeting shall take place at a location determined and announced at award. The Contractor shall be limited to three (3) personnel in attendance.

3.2.1.2 A joint "Pre-CSD/CSD" meeting shall be conducted within approximately two (2) weeks of CSD to discuss the Contractor's readiness and capability to assume full responsibility. The meeting shall take place at a location determined and announced at award. The Contractor shall be limited to three (3) personnel in attendance.

3.2.1.3 The Government may choose to conduct a consolidated Mobilization/Pre-CSD meeting at its discretion.

3.3 RECORDS AND REPORTS.

3.3.1 CONTRACT DATA REQUIREMENTS LIST (CDRL). The Contractor shall be responsible for submitting data listed on each CDRL (DD Form 1423) per Exhibit A. For this task order, the following MOB CDRLs are required:

CDRL Data Item #	Title	Subtitle
A001	Technical Report Study/Services	Contract Funding Status Report (CFSR)
A002	Conference Minutes	
A003	Inventory Report	Contractor/Inventory/Utilization Report of GFP/GFI
A004	Technical Report Study/Services	Mobilization CI Contractor Performance Summary Report
A006	Quality System Plan (QSP)	

3.4 CONTRACTOR SUPPORT DATE (CSD). The Contractor shall be responsible for mobilizing and assuming the performance responsibilities at CSD. The CSD schedule is provided in Contract Section F.

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PART 4: CONTRACTOR INSTRUCTION

4.1 TRAINER FACILITY.

4.1.1 SPACES. The Contractor shall be responsible for providing any spaces not furnished by the Government. Additional spaces shall be external to the Government property. If available, trainer facility floor plans and any projected additions will be provided at each device site.

4.1.2 OFFICE EQUIPMENT/FURNITURE. The Contractor shall be responsible for providing any required office equipment or furniture not provided by the Government. Any new office equipment introduced by the Contractor shall be Energy Star rated in support of the Government's utilities conservation requirements (see below). The introduction of such office furniture or equipment into Government provided spaces will be subject to approval by the OSGR. Contractor shall be responsible for refurbishing any GFE consumable supplies (e.g. ink cartridges, paper, shredder oil, batteries).

4.1.3 UTILITIES CONSERVATION. In the performance of services included in this contract, Contractor employees shall ensure the most effective and efficient use of utilities to conserve energy and financial resources. Programs on the prudent consumption of utilities shall be initiated by the Contractor and continued throughout the period of performance to ensure utilities usage by Contractor personnel does not exceed actual requirements or imposed limits. The Contractor's efforts on behalf of this requirement shall be reported in the Annual Site Review (see below).

4.1.4 SERVICES.

4.1.4.1 ADMINISTRATIVE. The Contractor shall provide all administrative services and supplies required for the administration of Contractor personnel performing under this task order.

4.1.4.2 FACILITY MAINTENANCE AND REPAIR. The Contractor shall be responsible to notify the OSGR and Public Works, or designated office, of facility conditions requiring attention. These services will be provided at no expense to the Contractor, provided the cause of the maintenance or repair is not Contractor-induced through neglect or misuse. Refurbishment or alteration of Government-furnished spaces may be performed by the Government to accommodate equipment installation or service improvement.

The Contractor shall be responsible for maintenance and repair if damage is caused by Contractor neglect or misuse.

4.1.4.3 TELEPHONE/INTERNET ACCESS/COMPUTER EQUIPMENT. If the Contractor intends to have commercial telephone and internet access, the Contractor shall pay for all telephone and Internet access services not provided by the Government including, but not limited to, rental, relocation, installation, and usage charges. The Contractor shall inventory all Government and Contractor provided communication services and report its results at the Pre-CSD meeting. Any changes to the communications elements within the report will be documented in the Annual Site Review at each site. If the Contractor desires relocation of Government provided on-base phones or internet access, such relocation shall be subject to approval by the OSGR and any incurred expenses shall be borne by the Contractor.

The Contractor shall provide all computer software and equipment to facilitate creation and submission of all CDRL requirements. (Refer to SOW exhibit A and Addendum B, paragraphs 3.3.1 and 4.2.2.2).

The Government will provide access to Government Navy Marine Corps Intranet (NMCI) computers where it is deemed necessary by the COR.

4.1.4.4 TRANSPORTATION. The Contractor shall furnish all transportation for their employees/personnel between the trainer facilities and other points of business required in the execution of the task order requirements.

4.1.5 SITE ACCESS. Government inspectors and personnel may enter those areas assigned to the Contractor for purposes of inspections, or as emergencies arise. Contractor personnel shall abide by local site access control requirements and policies. The Contractor shall immediately inform the Government of any suspected breach of security or access policies.

4.2 FORMS.

4.2.1 ISSUANCE. The Government will provide all Government forms and records required for Contractor performance under this SOW. The Government will provide initial practical training during the Mobilization period to Contractor personnel in the use of these forms and reports.

4.2.2 RECORDS AND REPORTS.

4.2.2.1 REPORTS. The Contractor shall prepare reports as required by the COR in the execution of this task order (e.g., Daily Training Accomplishment Reports, CI Training Track/Plan, etc.). Other site-specific requirements are delineated in the attached Appendix. The Government may require additional site instructional specific reporting (non-CDRL) over the period of performance.

4.2.2.2 CONTRACT DATA REQUIREMENTS LIST (CDRL). The Contractor shall be responsible for submitting data listed on each CDRL (DD Form 1423) per Exhibit A. For the CIS requirements of this Task Order, the following Post-CSD CDRLs are required:

CDRL Data Item #	Title	Subtitle
A001	Technical Report Study/Services	Contract Funding Status Report (CFSR)
A002	Conference Minutes	
A005	Technical Report Study/Services	CI Contractor Performance Summary Report

4.3 CONTRACT INSTRUCTOR (CI) RESPONSIBILITIES.

4.3.1 CI PRIMARY RESPONSIBILITIES. Instructor/Operator services shall provide classroom and laboratory instruction as well as assessment of competence in NSS subject areas further defined in section 2 of Appendix B01 and section 3 of B02 of this SOW. Instructor/Operator personnel shall ensure maximum utilization of Government furnished simulator and other computer based training systems as training tools in providing NSS Instructor/Operator

Services. Instructor/Operator personnel must be capable of effectively operating Government furnished simulators and other computer based training systems as training tools simultaneous with the delivery of NSS instruction and competency assessment. Each Contractor provided NSS Instructor/Operator shall have the qualifications defined in paragraph 4.5.2 and shall also be capable of performing the tasks defined in paragraph 2.4 of Appendix B01 and paragraph 3.3 of Appendix B02.

The Contractor shall provide under the direction and guidance of Surface Warfare Officers School Command (SWOS), Newport, RI, Course Curriculum Model Manager (C2M2) training to students in the following subjects: Bridge Resource Management, Basic Ship-Handling, Train the Trainer, Train the Simulator Instructor, Surface Command Assessment, Navigation and Shiphandling Special Evolutions and various Navigation and Shiphandling bridge watchstander skills.

The preponderance of the effort will involve direct instruction on navigation, seamanship and ship-handling competencies on Government provided simulators such as Kongsberg Navigation, Seamanship and Shiphandling Trainer (NSST), Conning Officer Virtual Environment (COVE) based Full Mission and Part-Task Bridge and Navigation Trainers, and TRANSAS Full Mission Bridge and Bridge Part-Task Trainers or other designated NSS systems. There will be a limited effort required for training Navy shipboard operators and NSST V2/V1 simulator operation to Navy instructors that provide training outside the scope of this contract. Specific responsibilities include but are not limited to:

- (a) Conduct scheduled CI led/supported training for Training Device and Systems Training (including briefs and debriefs) using traditional and modern tools such as interactive white boards, computers and video projector systems to include training device initialization when required.
- (b) Evaluate and record student training/mission performance and previous performance trends as required.
- (c) Evaluate and record trainer performance in accordance with (IAW) established criteria.
- (d) Maintain, assess, and recommend improvements to mission scenarios for effectiveness and currency.
- (e) Review curriculum, assess and recommend improvements to the training program via SWOS and participate in curriculum review boards as necessary.
- (f) Provide classroom instruction and recommendations for improvement, to include tests and test materials, lesson plans, and trainee guides under the guidelines of current directives.
- (g) Conduct training device operation instruction to personnel as necessary, to include briefing, debriefing and grading/assessments.
- (h) Assist in training device testing/evaluation associated with Engineering Change Proposals (ECPs) as they affect the training system, update software patches as required, test the simulators prior to usage, and make trouble calls as required.

(i) Provide academic instruction to include Instructor led lecture discussions (e.g. Operational Risk Management (ORM)), in support of courses required for each platform.

(j) Assist with training device inspections and certification programs and other special projects, as required, to include mishap re-creation and testing.

(k) Assist with authorized and scheduled tour groups as required during any contracted training period(s).

Reference Material. All reference material deemed necessary for training shall be provided by SWOS.

APPLICABLE DOCUMENTS.

a. Navigation, Seamanship and Ship-handling Training Requirements Document (NSS TRD) dated 15 June 2002

b. COMNAVSURFORINST 3530.4(series) - Surface Ship Navigation Department Organization and Regulations Manual (NAVDORM)

c. COMNAVSURFORINST 3505.1 (series) Navigation Seamanship Ship-Handling Training (NSST)

4.3.1.1 On-Call Corrective Maintenance (OCCM) Trouble Call Procedures.

Maintenance of NSS Simulators at all sites is supported by either Contractor-Operator Maintenance (COMS) support, or on-site Government In-Service Engineers (ISE). On Site Government Representatives (OSGRs) will be designated for each site as an additional technical support resource.

Norfolk, San Diego and Newport have full-time on-site maintenance support. All other sites require On-Call Corrective Maintenance (OCCM) response. Basic problems should be attempted to be resolved via telephone discussion between the Instructor Operator and COMS technician. More serious issues may require COMS travel to deploy the technician to the site to perform corrective maintenance.

In the event of trainer failure/malfunction, the following procedures will be followed:

For Newport, Norfolk, San Diego:

1. The instructor operating the training device will initially contact the Contracting Officer's Representative (COR) to report a trainer issue. Normal COR office hours are Monday through Friday, 0600-1530 (EST).

2. If the COR cannot be reached, the instructor will contact the COMS/ISE directly.

3. The instructor shall then contact the on-site COMS technician where assigned, or the on-site In-service Engineer (ISE) to initiate a Trouble Call and to determine the nature of the failure/malfunction.

4. If neither COMS nor ISE are available, the instructor will contact the COR directly to report status of training (impact: degraded, lost training etc.).

5. If during the trouble call the COMS Contractor determines the fault is software related or beyond their capability to correct the COR shall be notified that OEM assistance is required.

6. The COMS Contractor will keep the COR informed of any actions required.

For Mayport, Pearl Harbor, Everett, Sasebo, Yokosuka, Bahrain and Rota:

1. The instructor operating the training device will initially attempt to contact the Contracting Officer's Representative (COR) to report a trainer issue. Due to variable time zones and normal COR office hours of Monday through Friday, 0600-1530 (EST), it is likely that the trainer issue will fall outside of normal COR office hours. In those situations, the initial report should be made directly to COMS, or local On-site Government Representative (OSGR) or In-Service Engineer with copies sent to the COR.

2. If the ISE or OSGR determines that COMS is required, the ISE will contact the COR who will then contact the COMS Contractor to initiate an OCCM service call.

3. If during the trouble call the COMS Contractor determines the fault is software related or beyond their capability to correct, the COR shall be notified that OEM assistance is required.

4. The COMS Contractor will keep the COR informed of any actions taken or required as needed.

4.3.2 CI ADDITIONAL SUPPORT RESPONSIBILITIES. Additional Support Responsibilities will not exceed ten (10) hours per week (Mon-Sun), per CLIN unless otherwise specified in the individual Appendices attached to Addendum.

If Additional Support Responsibilities exceed the specified hours per week limit designated for Additional Support Hours-per-period (Day, Week, Month, etc.) then Additional Instruction time may be authorized with COR approval. These 10 hours per week (or per Appendix) per training site are in addition to the contracted hours per day (HPD). CI Additional Support Responsibilities include, but are not limited to, the following:

- (a) Provide a Training Scheduler to facilitate and track training for all Fleet Concentration Areas (FCAs) and US Navy ships. The Contractor shall also provide a web-based scheduling tool encompassing all training sites, all courses to provide 24hour/7day access for ships and staff to request and schedule training, also validate scheduled training, document completed training in addition to a toll free telephone number and e-mail address to process requests for training. The scheduler shall maintain the Fleet NSS Training Master Schedule and FCA Master Schedule that tracks dates, times, courses to be delivered; requesting ship or entity POC; number of trainee's per course; Contractor Instructor and Assessor; trainee feedback. The website shall be a primary tool for assessing training metrics in support of US Navy ships reported completion of mandatory training requirements and should provide access

restrictions through the use of username and password requirement and the means to register and validate users to inhibit unauthorized access and misuse.

(b) Maintenance and improvement of Curriculum/Syllabus/Testing.

- (1) Update, modify, and maintain currency of mission scenarios to support specific training. Assess training, syllabus, and mission scenarios for effectiveness and recommend improvements to the training program to the Government.
- (2) Assist in updating/creation of feedback information methodology to use for students undergoing training
- (3) Update and recommend new testing instruments to identify training baseline and measure proficiency of training objectives. Provide recommendations to the COR for routing to the appropriate authority.
- (4) Make recommendations for update(s) and maintain interim changes to curriculum material(s), including but not limited to, tests and test materials, lesson plans, and trainee guides under the guidelines of current directives in each task order
- (5) Review syllabi and recommend changes to the lessons based on NAVDORM changes, engineering changes, and evolving mission areas changes

(c) Comprehensive Training Support. The Contractor may perform additional tasks during the term of the contract that are directly related to NSS training systems support, but not previously priced. Comprehensive training support includes, but is not limited to instruction, operation, maintenance and training support services as defined in the statement of work. Travel and Per Diem may be required in support of any additional tasks. The following are examples of possible comprehensive training support requirements:

- (1) Adding or deleting a course of instruction. In the event a course is deleted, the Contractor shall submit a cost impact proposal to the Contracting Officer.
- (2) Development or assistance in development, revision or updating of instructional materials using the appropriate development standard for the affected course. This tasking applies to emerging requirements only.
- (3) Subject Matter Expert and other associated support services.
- (4) New systems/equipment integration support including attendance in required factory familiarization and systems training.

4.3.3 CI Collateral Responsibilities. Contractor responsibilities that are not included in Addendum B paragraphs 4.3.1 and 4.3.2, are responsibilities the Contractor shall meet and accomplish as part of doing

business (not chargeable to HPD or as Additional Instruction). CI Collateral Responsibilities include, but are not limited to, the following:

- (a) Reports and CDRLs
- (b) Scheduling Coordination
- (c) CI training and maintaining CI training currency/standardization. This includes any initial training provided by the Government per paragraph 4.4.1 of Addendum B.
- (d) Instructional material coordination and handling (check-in/out)
- (e) Instructor preparation for scheduled instruction
- (f) CI meetings (i.e., Contractor scheduled meetings)
- (g) Maintaining currency of CI documents/reference instructional materials
- (h) Maintaining currency and implementing required reading information as specified by the OSGR (e.g. Command Plan of the Day and Required Read Board)
- (i) Evaluation and grading of student training event(s) performance, as required
- (j) Documenting trainee attendance, performance, and training accomplishment
- (k) Evaluating and recording trainer/equipment performance established criteria
- (l) Training, testing and evaluating CIs for certification and training currency maintenance

4.4 CI TRAINING.

4.4.1 INITIAL TRAINING. Compliance/Accomplishment of site-specific requirements for initial Contract Instruction Services (CIS) training is the responsibility of the Contractor. Training for prospective Contractor Instructors (CIs) will be based on the prospective CIs currency and experience. The Site Manager shall present and maintain a training track/plan for each prospective CI for approval, not later than (NLT) two (2) weeks following on-site arrival of the CI. The training track/plan normally will consist of observing training events, and instructing training events. During the mobilization period, the Contractor shall ensure that adequate CIS personnel are trained and qualified on NSS training devices to provide instruction across all sites on CSD. For NSST trainers, specific simulator operator training can be acquired from Kongsberg Maritime Simulation Inc. in Groton, CT. DDG1000 simulator operation and training can be acquired from Transas Americas in Seattle, WA. COVE training can be scheduled via SWOSCOLCOM in Newport, RI. For COVE and LCS trainers, Operator/Initial Instructor training and certification may be obtained at:

Surface Warfare Officers School Command (SWOSCOLCOM)
446 Cushing Rd,

Newport, RI 02841

Dates of training: TBD upon identification of suitable qualified candidate(s) or as scheduled as new instructors requirements are added. Training for replacement personnel remains the responsibility of the Contractor per SOW Addendum B para 4.4.4.

The course manager will provide indoctrination to training philosophy and expectations for CIS delivered curriculum in support of LCS Officer of the Deck Course Identification Number (CIN A-4N-0005) and Junior Officer of the Deck Course Identification Number (CIN A-4N-0006).

4.4.2 EVALUATION AND CERTIFICATION. The Government will provide initial evaluation of each CIS candidate during Mobilization initial training phase. After successful completion of the Government provided evaluation, the CIS candidate will be certified in writing as qualified to conduct instruction, including any limitations (such as, but not limited to, physical limitations, specific trainer(s), etc.). In addition, evaluation may also be provided to each CI on an annual basis. The COR may require evaluation of CIs on a random basis in order to ensure that the requirements of this SOW are being satisfied. The COR will monitor the quality of instruction performed by the Contractor through OSGR observations. The COR may withdraw a CI's certification for failure to maintain certification standards.

4.4.3 CI TRAINING JACKET. The Contractor shall maintain a training jacket on each CI, which will, at a minimum, include a training track/plan for CIs not fully-certified; documentation of training received, and signed documentation of certification by the Government.

4.4.4 REPLACEMENT TRAINING. Training of replacement personnel is the responsibility of the Contractor on a not-to-interfere with scheduled instruction basis.

4.4.5 PROFICIENCY TRAINING. Training required to maintain adequate proficiency to meet the requirements of this task order is the responsibility of the Contractor. This includes any and all necessary training to ensure Subject Matter Expert (SME) currency.

4.5 PERSONNEL.

Résumés, with cover letters, are required for any personnel replacements or substitutions during this Task Order per Section H Clause 5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR) (OCT 2005) of the basic FTSS III contract. All such submittals shall contain all data required in Part 3, Mobilization, Section 3.1.1 and be routed to the PCO via the COR.

4.5.1 SITE MANAGER. The Contractor shall designate a Site Manager(s) (SM) and Alternate Site Manager (ASM), in writing, to the Procuring Contracting Officer (PCO) (copy to the COR). The Contractor may designate a Regional Site Manager, or the Contractor may designate a senior instructor as the Site Manager or an independently qualified site manager at the Contractor's discretion so long as the relevant criterion for a Site Manager is met and the organizational relationship is clearly defined for Government point of contact activity, and so long as the necessary level of authority is provided during the Site Manager's absence. The SM(s) and (ASM in the SM absence) shall be responsible for contract performance and ensuring open

communication exists between the Contractor and Government. The SM and ASM must be employees of the Prime Contractor and, if performing as CI's, shall be certified as a Contractor Instructor (CI).

4.5.2 INSTRUCTOR QUALIFICATIONS AND CERTIFICATIONS. All Contractor instructors shall be certified as instructors consistent to their certifications and correlated to the appropriate wage scale. Services shall be provided with post Senior Navy Commanding Officers or Master Mariners that can offer a balanced solution to deliver proper training perspective which reflects the professional civilian and military mariners' operational experience of Navigation and Ship-handling techniques. While military experience is preferred, a diverse approach can deliver the professional civilian and military mariners' unique perspectives and skill sets to Navigation and Seamanship that is vital to provide the Naval Officer a comprehensive and thorough understanding of ship-handling characteristics as well as the interaction of vessels in complex and high density maritime environments.

4.5.2.1 CONTRACT INSTRUCTOR (CI) QUALIFICATIONS. Minimum Requirements for personnel providing instruction and assessment in Bridge Resource Management, Basic Ship-Handling, Special Evolutions NSS subject areas using Navigation, Seamanship and Ship-handling (NSS) bridge simulators must include:

- a. Former Senior Navy Surface Ship Commanding Officer with at least 3 years in Command, at sea service, OR U.S. Coast Guard (USCG) licensed as a Master, Any Gross Tons, Oceans, with 3 years at sea experience, as a ships Master; AND
- b. Have received appropriate guidance in instructional techniques and competency assessment methods and practice involving the use of simulators AND possess at least 2 years' experience in conducting training and assessment using a full mission or part task bridge simulator; OR
- c. Completed a USCG accepted Train the Trainer program based upon IMO Model Course 6.09 Training Course for Instructors; AND
- d. Completed A-061-0042 VMS Operator Course or A-061-0044 VMS 9 Operator or approved equivalent.
- e. Demonstrated expert level knowledge and understanding of NSS subject areas outlined in this section, NSS Training Requirements Document (TRD), current version of the Surface Ship Navigation Department Organization and Regulations Manual (NAVDORM), standard Navy conning commands, maritime education and training best practices, U.S. Navy Surface Ship particulars and maneuvering characteristics for all ship classes.

4.5.2.2 CONTRACT INSTRUCTOR (CI) QUALIFICATIONS. Minimum Requirements for personnel providing instruction and assessment in NSS subject areas using Littoral Combat Ship (LCS) bridge simulators for the LCS train to qualify program:

4.5.3 LANGUAGE REQUIREMENT. Contractor personnel shall be able to read, write, speak, and understand English fluently.

4.5.4 APPEARANCE AND CONDUCT. The Contractor shall be responsible for the supervision and conduct of their employees. Contractor personnel shall conduct themselves in a proper manner at all times and wear the type of clothing worn by their counterparts in business and industry. In the simulator, storage, and/or other industrial areas, clothing and shoes must conform to safety regulations. A Contractor-furnished nametag with the employee's last name and company name (minimum) shall be displayed and worn along with a Government-furnished badge.

4.5.5 SAFETY/SECURITY. Contractor personnel, although recognized as employees and under the administrative control of the Contractor, shall comply with the directives and requirements of the Base Commander, or authorized representative, as to safety standards and security regulations applicable to the assigned site of work. Personnel shall also report any other conditions or incidents, which could be reasonably expected to be of interest to the Government, such as damage to Government property. Initial reports may be made verbally but shall be followed-up with a written report within twenty-four (24) hours. All reports shall be addressed to the COR and OSGR.

Selected personnel shall be issued a Government Common Access Card (CAC) for overall facility access. Per Schedule I, Clause 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor personnel shall comply with agency personal identity verification procedures as implemented In Accordance With (IAW) local Base procedures.

The Common Access Card (CAC) shall be the National Agency Check with Inquiries (NACI) principal identity credential for supporting interoperable access to DoD installations, facilities, buildings, controlled spaces, and access to U.S. Government information systems IAW FAR 52.204-9. A National Agency Check with Local Agency Checks including Credit Check (NACLIC) will be required for permanent issuance of the credential. The Government may issue the credential upon favorable return of the Federal Bureau of Investigations (FBI) fingerprint check, pending final favorable completion of the NACLIC. Contractors with clearances shall contact the NAWCTSD Security Office via the Program Manager to initiate the CAC issuance process. There shall be no additional NACLIC or equivalent submission for an individual holding a valid national security clearance.

The Contractor and subcontractor(s) (when applicable) shall account for all forms of U.S Government-provided identification credentials (CAC or U.S. Government-issued identification badges) issued to the Contractor (or their employees in connection with performance) under the contract. The Contractor shall return such identification credentials to the issuing agency at the earliest of any of the circumstances listed below, unless otherwise determined by the U.S. Government. The contracting officer may delay final payment under the contract if the Contractor or Sub-Contractor fails to comply with these requirements.

- a. When no longer needed for contract performance.
- b. Upon completion of the Contractor employee's employment.
- c. Upon contract completion or termination.

Access to restricted areas, controlled unclassified information (sensitive information), or Government Information Technology by Contractor personnel shall be limited to those individuals who have been determined trustworthy as a result of the favorable completion of a NACLIC or who are

under the escort of appropriately cleared personnel. Where escorting such persons is not feasible, a NACLIC shall be conducted and favorably reviewed by the appropriate DoD component, agency, or activity prior to permitting such access.

For Contractor personnel performing sensitive duties including access to controlled unclassified information, the Contractor shall use the Standard Form 86 (Questionnaire for National Security Positions) in order to obtain the CAC. The Contractor shall submit the Standard Form 86 to the NAWCTSD Security Office for processing. Contractors shall contact the NAWCTSD Security Office via the Program Manager to initiate the CAC issuance process.

All Contractor personnel shall have a **SECRET** security clearance, except where noted per Appendix. The Security Officer shall be notified within twenty-four (24) hours after discharge of personnel with security clearances. The Contractor shall ensure all locally-issued Government identification/access cards (i.e., CAC, access badges, etc.) related to this task order are returned to the OSGR prior to Contractor personnel's final day of employment at the site.

Handling and implementation of Not for Release to Foreign Nationals (NOFORN) requirements shall be strictly enforced by CI's.

4.5.6 FOREIGN TRAVEL. Contractor personnel shall require a current US Passport in order to support CIS responsibilities at overseas sites.

For travel to Bahrain, a regular (tourist) passport and visa is required for all modes of travel. A two (2) week visa is available upon entry at Bahrain International Airport. This visa is no-fee for official and diplomatic passports. Travelers are encouraged to obtain an eVisa prior to entering Bahrain at <https://www.evisa.gov.bh>. Reference the Joint Travel Regulations for reimbursement eligibility.

For travel to Spain, a regular (tourist) passport is required. The passport must be valid for at least three (3) months beyond travelers planned departure date. For visa information, refer to Electronic Foreign Clearance Guide, <https://www.fcg.pentagon.mil/fcg.cfm>.

Contractors must complete a country clearance package. Refer to Electronic Foreign Clearance Guide, section III.A.1.b.(3-4), <https://www.fcg.pentagon.mil/fcg.cfm>, for specific instructions.

4.6 TECHNICAL/TRAINING DATA. The Government will provide the Contractor site-specific technical/training data as specified per Appendix B01 to Addendum B. The Contractor shall maintain the CI-specific technical/training data. The Government will replace items of data, which become obsolete, worn, torn, or damaged. This replacement will be made at no expense to the Contractor, provided the cause of the required replacement is not due to Contractor neglect or misuse. The Government may provide portions of the training device support package on magnetic and/or optical media. In these instances, hard copy may not be provided. The Contractor is responsible for providing all hardware and software required to view and print documents and drawings needed for device operation and instruction.

4.6.1 VALIDATION. The Contractor shall report all errors and discrepancies found in technical/training data, provided for use during performance under this task order, to the COR or OSGR.

4.7 TRAINER NON-AVAILABILITY. In the event CIs are not able to instruct due to device non-availability during device modification(s) (and CI requirements are retained, determined by the duration of the non-availability), CIs shall make effective use of non-operational time through familiarization with the modification, as related to device operation. CIs shall assist with Pre/Post modification testing and evaluation when required by the Government and approved by the COR (pending funding availability).

4.8 QUALITY CONTROL. The Contractor shall implement and maintain a complete ISO 9000 compliant Quality System Plan (QSP) at the Program level and a Quality Control Plan (QCP) for each site to ensure the requirements of the contract are provided as specified. CDRL A006 applies. The QCP shall include at a minimum:

- (a) An inspection system covering all services required by the contract. It shall specify the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the titles of individuals performing the inspection.
- (b) Methods for identifying, preventing and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- (c) A file on all inspections conducted and the corrective action taken. This file shall be made available to the Government as an item briefed in the Annual Site Review and at any time during the term of the contract.
- (d) Methods for dealing with unacceptable individual CI performance, includes, but is not limited to, the following examples:
 - (1) Mission incomplete due to inept CI performance;
 - (2) Failure to protect and/or properly operate Government Property;
 - (3) Personal acts that endanger the health or safety of Government and/or Contractor personnel;
 - (4) Security violations or violation of established directives;
 - (5) Dismissal
- (e) Plan of Action the Contractor will use to fulfill the Government's requirements, upon the de-certification of an employee.

4.9 ANNUAL CONTRACTOR PERFORMANCE REVIEWS/ANNUAL SITE REVIEWS. Contractor SM's or ASM's shall prepare and present an annual briefing to the OSGR(s)/COR addressing the status of each area of responsibility under Addendum B and associated CDRLs. Annual site reviews only apply to Norfolk and/or San Diego, but the briefs will also address all other sites as applicable.

Thirty days (30) advance notice will be given to allow the Contractor adequate preparation time. The review will be coordinated with the COR and held in conjunction with the NAWCTSD Orlando IPT site visit.

Special focus shall be on problem areas and their resolution. Action items shall be recorded and follow-up reviews will be held as necessary to address specific problems identified during the annual meeting.

The method of presentation (i.e., slides, etc.) shall be at Contractor discretion. The Contractor's presentation shall be included IAW the Conference Agenda CDRL. The Contractor shall be responsible to record, prepare, and submit meeting minutes IAW the CDRL.

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PART 5: SCHEDULING

5.1 CIS SCHEDULING AUTHORITY. The Government will retain overall scheduling authority; however, scheduling responsibility will be a requirement of the CI training scheduler for NSS training provided to ships at the fleet concentration areas. The Contractor shall provide a scheduling tool which provides secure and controlled internet access to course descriptions and requirements and provide US Navy ships and staff the ability to request and verify training. The scheduling tool shall provide a calendar of training for each NSST site by device and provide a database for the validation of training scheduled, conducted and completed.

The scheduling tool shall be demonstrated and delivered to the Government at the Pre-CSD meeting and be fully operational for use by US Navy on CSD. Specific requirements for the scheduling tool are discussed in Appendix B01 Paragraph 3.1.1. CIS scheduling requirements will be established by the scheduling authority as specified in each Appendix to Addendum B. Only the scheduling authority may make changes to the daily schedule requirements. The Contractor training scheduler will not be responsible for resolving scheduling issues or priority conflicts unless specifically delegated by the COR.

5.2 CIS SCHEDULING. CIS requirements will be scheduled in instruction units within the CI parameters specified in the applicable Appendix of Addendum B (Hours-per-Year, Window of CI Operation, etc.). Training may be scheduled in a contiguous grouping of instruction units.

CIS that require travel to the training site shall consider economy and efficiency in scheduling events to ensure maximum utility of CIS to support and justify travel requirements. In the case of overseas CIS, the scheduler should ensure that the number of instruction units should exceed the number of hours of travel and preparation required.

5.3 CIS SCHEDULES.

5.3.1 CIS Schedule. To support the transition of scheduling responsibility while minimizing the impact to Navy fleet customers and to provide continuity of service, the Government will provide the Contractor a schedule no later than five (5) days prior to CSD, the initial schedule of training that had been requested and approved prior to CSD and all existing historical data related to previously completed training for the purposes of tracking training periodicity and compliance with the fleet's mandatory training guidelines. Five (5) days prior to CSD, the Contractor shall provide the COR with written procedures on how to access and use the provided web-based scheduling tool, as well as toll-free phone and email contact information.

5.3.2 Daily Schedule. The daily CIS schedule may be changed by the Contractor scheduling personnel no later than (NLT) 1600 on the working day preceding a training day provided such CIS needs fall within the CIS parameters in the Appendix. Daily scheduled CIS events may be changed without notice, provided the CI assets required are the same as those that were originally required/scheduled for that training day (e.g., Government change cannot require the Contractor to increase the number of CIs, the Hours-per-Day and/or Window of CI Operation originally scheduled for CIs for that day unless the Site Manager agrees to the change). Cancellation of training events shall be requested no later than ninety-six (96) hours prior to the

date of training to avoid lost training time or unnecessary instructor travel. The COR shall provide scheduling priorities to Contractor training schedule personnel in accordance with prescribed instructions. Disputes or conflicts shall be the responsibility of the Government to resolve.

5.3.3 Extended Instruction. Under conditions of limited trainer availability (modifications, inspections, downtime, etc.), and at the discretion of the COR, the instruction hours of the trainer may be extended, thereby requiring the extension of the CIS at the discretion of the CIS COR so that the instruction requirements are satisfied.

5.4 ADJUSTMENTS OF INSTRUCTION SCHEDULE. Adjustments of instruction time (Window of CI Operations) will usually be constrained to movement of the standard time block or unit to a different part of the day, but may include expansion of the standard time block without the exercise of additional training time. This shall also apply where Instruction Hours are acquired on other than a daily basis (such as weekly in the case of a 40 hours course of instruction) to allow movement of Instruction Hours across day/week/month calendar boundaries. In no case; however, will the scheduled CI "Hours-per-Period" or total length of the Window of CI Operations allowed in each specific training site outlined in table B1-1 of Appendix B01 be exceeded without the authorization of Additional Instruction or during make-up of chargeable lost instruction time. Each site establishes the specific criteria based upon number of ships and mandated training hours. The Government will exercise due consideration of Contractor shift cycles in adjusting instruction time. The Contractor shall be given twenty-four (24) hours minimum notice of any adjustments/changes in instruction time.

5.5 MAKE-UP OF CHARGEABLE LOST INSTRUCTION. Chargeable Lost Instruction are those Instructional Hours Scheduled that are lost/not completed by the CI and are chargeable against the Contractor (i.e., attributable to Contractor's failure to fulfill CIS requirements). Make-up of chargeable lost training may be accomplished at the discretion of the scheduling authority. Should the Government elect to make up chargeable lost training, it will be accomplished within ten (10) working days of the request. If make-up training is not provided by the Contractor, a performance deduction shall apply. In such cases, the scheduled hours of instruction and the window of CI Operations may be exceeded without the requirement of additional instruction time. Chargeable lost instruction does NOT include the following circumstances:

(1) Student fails to report for instruction and the Contract Instructor is present and prepared to instruct.

(2) Student fails to complete the instruction due to any reason that is not the fault of the CIS Contractor.

(3) Instruction is not started due to equipment failure.

(4) Instruction is not completed due to equipment failure that is not brought about through negligence of the CIS Contractor.

Determination as to whether lost instruction is non-chargeable will be made by the COR based on information such as device status, absence or presence of Contract Instructor, etc.

5.6 ADDITIONAL INSTRUCTION. Additional instruction may be required for additional training and other requirements deemed necessary by the

Government. Additional instruction time may be conducted during the window of CI Operation and/or on non-working days (weekends and/or holidays) at the discretion of the scheduling authority. The Contractor will be given a minimum of seventy-two (72) hours' notice for additional instruction requirements for weekend days/holidays/non-working weekdays. For normal working weekdays (i.e., Monday-Friday), the Contractor shall be notified NLT 1600 on the working day preceding the day that the additional instruction will be required providing that CI is on-site at time of the request. For normal working weekdays (i.e., Monday-Friday), the Contractor shall be notified NLT seventy-two (72) hours preceding the day that the additional instruction will be required for sites with no CI on-site at the time of the request. The Contractor will be compensated for additional instruction IAW the terms of this contract. The additional instruction hours-per-week limitation applies to a Monday through Sunday week.

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PART 6: CONTRACTOR PERFORMANCE

6.1 Monitoring and Evaluation. The COR will monitor quality of instruction performed by the Contractor through use of completed copies of the CIS Report, as well as the random sampling of performance as required.

6.2 Instruction Factor (IF). Contractor performance shall be measured in terms of CIS instruction units completed, CIS instruction units scheduled, and lost instruction units of CIS not chargeable to the CIS Contractor. [An instruction unit may be determined on either an instruction hour or mission basis.] The daily results will be aggregated to monthly totals for determination of a performance penalty if appropriate.

The Contractor is required to maintain an IF of 100% for each applicable line item. The IF shall not fall below the specified value for any month. As a percentage, IF is defined as:

$$IF = \frac{IC + LI \times 100}{IS}$$

IF = Instruction Factor

IC = Instructional Units Completed

LI = Non-chargeable Lost Instructional Units

IS = Instructional Units Scheduled

LI include the following:

(1) Student fails to report for instruction and the Contract Instructor is present and prepared to instruct.

(2) Student fails to complete the instruction unit due to any reason that is not the fault of the CIS Contractor.

(3) Instruction unit is not started due to equipment failure.

(4) Instruction unit is not completed due to equipment failure that is not brought about through negligence of the CIS Contractor.

Determination as to whether a lost unit of instruction is non-chargeable will be made by the COR based on information such as device status, absence or presence of Contract Instructor, etc.

Failure to achieve the monthly one hundred percent (100%) IF for instruction services shall result in a reduction of the Contractor's payment price IAW the Schedule of Deductions Clause.

6.2.1 Chargeable Lost Instructional (CLI) Units. CLI units are those Instructional Scheduled (IS) that are lost/not completed by the CI and are chargeable against the Contractor (i.e., attributable to Contractor's failure to fulfill CIS requirements). In the event a CI is scheduled for a mission (group of instruction units), the Contractor shall be charged (CLI/the IS will not be credited IC) the entire length of the mission for the CI training position(s) that the Contractor failed to fulfill. If the entire mission is cancelled due to one or more CIs failing to meet requirements, the mission length for each CI will not be counted as IC and therefore fall under CLI. The COR may reschedule CIs for a cancelled mission. In that instance, the

completed and rescheduled CIs time will be counted as IC. CLI may result from:

- (1) CI fails to be on station as scheduled;
- (2) CI is not qualified, certified or performance does not meet SOW requirements.

6.3 Performance Requirements Summary (PRS). The PRS provides a table format of specific contract required services, standard, quality levels, lot size and basis of surveillance, and the portion of the Contractor's price used to determine a deduction value. The PRS chart 6.8 is at the end of part 6:

6.3.1 Column (1). Lists those SOW requirements which are paid for on the basis of a payment computation system specified in paragraph 6.7 of this SOW. The absence from this PRS of any contract requirement; however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default."

6.3.2 Column (2). Defines the standard of performance for each listed service.

6.3.3 Column (3). Shows the Acceptable Quality Level (AQL) for each listed service.

6.3.4 Column (4). Defines the lot size used as the basis for surveillance or for payment computation purposes.

6.3.5 Column (5). Shows the primary surveillance methods the Government will use to evaluate the Contractor's performance in meeting the contract requirements.

6.3.6 Column (6). Shows the percentage of the contract price that each listed contract requirement represents.

6.4 Government Quality Assurance (QA). Contractor performance will be compared to the contract standards and AQLs using the Quality Assurance Plan (QAP).

6.4.1 The Government may use a variety of surveillance methods to evaluate the Contractor's performance. Only one method will be used at a time to evaluate a listed service during an inspection period for payment computation purposes. The methods of surveillance that may be used are:

6.4.1.1 Sampling of recurring service output using sampling plans of ANSI/ASQC Z1.4-1993.

6.4.1.2 Periodic surveillance of output items (daily, weekly, monthly, quarterly, semi-annually, or annually) as deemed necessary to assure a sufficient evaluation of Contractor performance.

6.4.1.3 Management Information System (MIS) reported results.

6.4.1.4 Customer complaints.

6.4.1.5 Annual Quality and Revalidation Inspection.

6.5 Criteria For Evaluating Performance. Performance of a service will be accepted and paid for at the maximum payment percentage specified in Column 6 of the PRS when the number of defectives found by the COR during contract surveillance does not exceed the number of defectives allowed by the AQL in Column 3. When the Contractor is repeatedly responsible for exceeding the limits of unacceptable performance, a Contract Discrepancy Report (CDR) will be prepared by the COR and issued to the Contractor by the PCO.

A draft report will be generated when the Contractor is responsible for exceeding a limit of unacceptable performance in two consecutive months. The COR will review the draft document with the Contractor and discuss the Contractor's actions to correct problems. If the unacceptable performance continues into a 3rd consecutive month or four (4) months within a six (6) month period, a formal report will be generated by the COR.

The Contractor shall explain in writing, in Block 10 of the CDR, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The PCO will evaluate the Contractor's explanation and determine if full payment, partial payment, or the contract termination process is applicable. The Contractor's payment for services rendered will be calculated as stated in paragraph 6.6.

6.5.1 Determining the number of defectives that will cause reduced payment.

6.5.1.1 For services surveyed by sampling, the number of defectives that will cause less than the maximum payment, as specified in paragraph 6.6, is determined using the procedures in the American National Standards Institute (ANSI) Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQC Z1.4 - 1993.

6.5.1.2 For services surveyed by other than sampling (e.g., CPF) anything more than the specified AQL will cause less than the maximum payment.

6.5.2 Acceptance of Re-performance or Late Performance. At the discretion of the Government and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all defective work disclosed by Government inspection including defective and incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services will be re-performed or performed late and completed within a reasonable time specified by the Government.

6.5.2.1 Where the Government requires re-performance or late performance solely of sample defective service disclosed by random sampling inspection, the Contractor's original inspection results shall not be modified upon re-inspection since the sample reflects only a portion of the service lot. Instead, if the AQL is exceeded for a performance period, any payment reduction shall be offset by a credit for re-performance or late performance of sample defective services during that period according to the payment computation method described in paragraph 6.5.2.1.1.

6.5.2.2 Where the Government requires performance or late performance of all defective service in a lot, the Contractor shall

resubmit the entire service lot for re-inspection. If re-inspection is conducted by random sample, a new random sample will be employed. Upon re-inspection, the original inspection results shall be revised to reflect the resubmitted service lot.

6.6 Contractor Payment

6.6.1 For performance of a service that does not exceed the AQL, the Contractor shall be paid the percentage of the monthly Contract Line Item price indicated in Column 6 of the attached PRS chart for that service.

6.6.2 If performance of a service exceeds the AQL, the Government will not pay the full percentage in Column 6 for that service.

6.6.2.1 The payment for listed services which exceed the AQL will be calculated as follows (see paragraph 6.7 for examples of payment computations):

6.6.2.2 Calculations applicable to the entire CLIN/SLIN for a site location/weapon system: (Services for Technical Documentation, CDRLs and Records and Reports). The maximum contract payment per month is multiplied by the maximum payment percentage for the service (Refer to PRS 6.8, column 6) to determine the maximum payment for acceptable service. This amount is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the Contractor will be paid for the listed service. The total number of defective items found, not just those in excess of the reject level, will be used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from one hundred percent (100%) determines the percentage of the lot found acceptable. Sample defectives that are corrected IAW paragraph 6.5.2 will affect a Government credit as specified within.

6.6.2.3 Calculations applicable to the entire CLIN/SLIN for a specific site location/weapon system/CI type: (Contract Instruction Services). For services surveyed by other than sampling (i.e., 100% inspections). For services surveyed by Management Information Systems (MIS) Instruction Factor (IF), the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. (Refer to PRS 6.8, column 6). This payment is multiplied by the percentage of the service found acceptable to determine the percentage of the contract price that the Contractor will be paid for the listed service. The percentage (%) of acceptable service is derived by subtracting the percentage of deduction determined IAW the Schedule of Deductions, set forth in the Schedule of Deductions Clause in Contract Schedule Section H of the contract, from 100 percent.

6.7 Examples of Payment Computations

6.7.1 This method of calculating is applicable to services for Technical Documents, CDRLs and Publications Records and Reports (Random inspections using the standard QA Plan). For a Records and Reports example, assume a lot size of twenty (20) units, a resulting sample size of five (5) units, that three (3) defectives were found by the COR and that all defectives were corrected.

The payment would be computed as follows:

(1) Maximum payment per month for the service	\$100,000
(2) Maximum payment percentage for the service (Column 6.PRS)	<u>5%</u>
(3) Maximum payment for acceptable service	\$5,000
(4) 3 defectives found	
(5) Percentage of sample found unacceptable (3/5 x 100, or defectives divided by sample size x 100)	60%
(6) Percentage of sample found acceptable (100% minus Line 5)	40%
(7) Credit for sample defectives corrected (3/20 x 100, or samples corrected divided lot size x 100)	15%
(8) Acceptable percentage (Line 6 plus Line 7)	<u>55%</u>
(9) Payment for percentage of acceptable services (Line 3 x Line 8)	\$2,750
Deduction: \$5,000 x (100-55) % =	\$2,250

6.7.2 This method of calculating is applicable for services surveyed by MIS CI Contractor Performance Summary Reports for CIS IF (100% inspections): An AQL of 0%, a IF of 96.2%, and a resulting 20% deduction (from contract Schedule Section H, Schedule of Deductions). Obtain the Device CLIN/SLIN payment per month from the Device Price Breakout Attachment pricing for the site location/weapon system, CI type. Payment would be computed as follows:

(1) Maximum payment per month for the service	\$100,000
(2) Maximum payment percentage for the service (Column 6, PRS)	<u>95%</u>
(3) Maximum payment for acceptable service	\$95,000
(4) 96.2% CPF is below the acceptable level	
(5) Percentage to be deducted for 96.2% IF	20%
(6) Percentage of service found acceptable (100% minus Line 5)	<u>80%</u>
(7) Payment for percentage of acceptable service (Line 3 x L6)	\$ 76,000
(Deduction: \$95,000 x (100-80) %	\$ 19,000

6.8 CIS Performance Requirements Summary (PRS)*

Required Service	Standard	Maximum Allowable Degree of Deviation from Requirement AQL	Lot Size	Method of Surveillance	Maximum Payment % for Meeting the AQL
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1. CIS Instruction Factor (IF) SOW Addendum B, Part 6	CIS Instruction Factor at 100% during each month	0%	The total number of Instruction Units Scheduled for the month being inspected	100% Inspection	95%
2. Records, CDRLS and reports SOW 3.1.1 & 4.2.2.2	Required requisitions, records, and reports accurate and legible	0%	The total number of records, reports and requisitions submitted during the month	Random Inspection	5%
Note*: See Schedule of Deductions Clause in Contract Schedule Section H.					

Table 6-1

PART 7: TRANSITION

7.1 Transition to Successor CIS Contractor (SCC). The Contractor shall retain all responsibilities specified in this SOW during the entire Transition Phase. To meet SOW requirements during transition, the Contractor shall maintain the same level of performance during the remainder of the effort. The Contractor shall be responsible for providing qualified personnel during the Transition Period to ensure services called for in the SOW are maintained at a level of proficiency equal to the contract requirements.

7.2 Transition to Successor. Contractors that are not successful in obtaining a subsequent Government contract shall provide all reasonable support to the succeeding Contractor to ensure orderly transition and minimize impact on operational readiness of the trainers. As a minimum, the incumbent shall provide the succeeding Contractor access to the site, trainers, materials, and technical documentation and publications. In addition, as an OJT function throughout the Transition Phase, the incumbent shall allow the succeeding Contractor to observe (over-the-shoulder) the performance of the following: demonstrating system level start up, the use of all necessary diagnostics and start up checks to accomplish same, loading operational software, including scenarios, power up, light off and shut down, and such other training as is reasonably necessary to prepare the SCC to operate and maintain the TS/E on a not-to-interfere basis with training. The transition phase for this SOW is thirty (30) days prior to contract expiration.

7.3 Physical Inventory. Within 30 days prior to the expiration of this contract or any extensions thereto, Contractor shall participate in a Government-sponsored, tri-party 100% physical inventory of all GFP (tools, support equipment, spare parts, technical data, instructor guides, curriculum, etc.) under custody of Contractor. In the event the Incumbent is the SCC, a two-party physical inventory will be required. This inventory will ascertain both the existence and condition of these assets against the initial baseline inventory established at the beginning of the contract and any authorized changes made during the term of the contract. Contractor shall be liable for all missing assets as well as assets not returned in a serviceable condition beyond normal wear and tear, as applicable. Normal wear and tear shall be determined by the Government (COR) for purposes of this measurement.

7.4 Plan of Action and Milestones (POA&M). Once the baseline status of each TS/E is determined, Contractor shall develop, for review by the COR, a POA&M for each TS/E. These POA&Ms must address the actions and milestones Contractor intends to accomplish to ensure each TS/E will be in a ready to train condition at the termination date of the contract. This shall include all curriculum, scenarios, scripts, props, and training material necessary to transition training responsibility, complete final inventories for turnover to the Government, and such other steps that are reasonably necessary to return all GFP to the Government in an acceptable condition. Contractor shall negotiate the POA&Ms with the COR to obtain mutually agreed upon actions and milestones. Those areas of performance that cannot be reasonably accomplished prior to the termination of the contract shall be documented by the Contractor and submitted to the Contracting Officer with specific commitments for correcting the deficiencies. The POA&Ms must be presented to the COR at least 45 days prior to the termination date of the contract.