

Performance Work Statement

Contract Instructors for Confined Space Safety Course

NAVAL SAFETY AND ENVIRONMENTAL TRAINING CENTER

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SECTION 1 BACKGROUND AND GENERAL INFORMATION

1. GENERAL: This is a non-personal services contract to provide instructors to develop and teach the Navy's Confined Space Safety Course (course number A-493-0030) to uniformed personnel and civilians working for the US Government in support of the Naval Safety and Environmental Training Center's (NAVSAFENVTRACEN) mission. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1. Description of Services: The contractor shall provide all personnel, equipment, supplies transportation, tools, materials, supervision, and other items and non-personal services necessary to perform program of study development and course instructor services as defined in this Performance Work Statement except for those items specified as Government furnished. The contractor shall perform to the standards in this contract with the goal of producing a course graduate that satisfies the NAVSAFENVTRACEN's mission and the learning objectives contained in the course outline.

1.2. Background: The goal of NAVSAFENVTRACEN is to provide quality safety, health, and environmental training to selected personnel in order to enhance skills at the basic, intermediate, and advanced levels in order to prepare personnel in their designated specialty or field.

1.3. Objectives:

- Program of study development of the Navy's Confined Space Safety Course
- Qualified instructors deliver accurate course information to students in a professional manner
- Student learning – distribution of knowledge to ensure the safety of uniformed personnel and Government civilians.

1.4. Scope: The contractor shall develop the program of study for the Navy's Confined Space Safety Course using the outline provided in APPENDIX A and other references cited herein. The contractor shall deliver the course to students approved by NAVSAFENVTRACEN during dates and in locations as identified in Task Orders issued under this contract. Each course is five (5) days in duration. The average class size is approximately 25 students. Each course requires one (1) qualified instructor who must be a Certified Industrial Hygienist (CIH).

A minimum of three (3) courses shall be required to be taught in each of the base and options years. Historically, the average requirement has been five (5) courses per year. Additional courses may be added depending upon student demand for this training and available funding. Naval Safety and Environmental Training Center develops annual training schedules. The contractor will be notified at least thirty (30) days prior to the beginning of each fiscal year (federal fiscal year begins 01 Oct) as to the number of estimated classes and training locations.

This notification is provided for planning purposes only. Classes may be held, for example, in the following locations:

NORFOLK, VA
SAN DIEGO, CA
JAPAN
BAHRAIN

JACKSONVILLE, FL
BANGOR, WA
ITALY

There is the potential for course convenings to be added to the schedule during the fiscal year. In such cases, the courses shall be scheduled with the concurrence of the contractor.

- 1.5. Period of Performance: The **base** period of performance shall be for ~~one (1) base year of 12~~ **ten (10)** months with four (4) 12-month option years. The Period of Performance reads as follows:

Base Year	01 November 2015 – 31 August 2016
Option Year I	01 September 2016 – 31 August 2017
Option Year II	01 September 2017 – 31 August 2018
Option Year III	01 September 2018 – 31 August 2019
Option Year IV	01 September 2019 – 31 August 2020

- 1.6. General Information:

1.6.1. Quality Control: The contractor shall develop and maintain a Quality Assurance Plan (QA Plan) in order to ensure only qualified instructors are deployed to teach the Confined Space Safety course AND to ensure only NAVSAFENVTRACEN-approved information is delivered to students. The contractor shall detail in its quality assurance plan how it intends to maintain and improve instructor proficiency in delivery of the course content and to track individual instructor qualifications and certifications. This QA Plan shall detail the methodology to be used by the contractor to monitor and grade the performance of its personnel as they carry out the requirements of this PWS. The QA Plan shall address the contractor's courses of action to improve the performance of under-performing instructors and maintain the skills of instructors performing at or above acceptable standards.

The QA Plan shall also detail how the contractor intends to satisfy the requirement for replacement instructors in accordance with Section 8.3.

1.6.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do in order to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). Methods of assessment may include evaluation of student course critique and test scores and observance

contract instructor performance by Government representatives.

1.6.3 Recognized Holidays: The contractor is not required to provide services on these days.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business between the hours of 0730 and 1600 each day of instruction Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Occasionally, non-standard training days may be required by emergencies, and operational commitments; in these cases, as much prior notification as possible will be provided to the contractor. However, the course is designed for whole days and should not vary substantially from this format, e.g., ending after a half-day on the last day, two-hour lunches or ending class two hours early on days in the middle of the course. Extending the training day past the normal ending time can only be done with the local Course Coordinator's concurrence.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at US Government provided facilities in locations as specified in task orders issued under this contract.

1.6.6 Type of Contract: The Government will award an Indefinite Delivery/Indefinite Quantity contract with Firm-Fixed Price provisions for services and 'not to exceed' contract line items for other direct costs.

1.6.7 Security Requirements: Contractor personnel performing work under this contract must meet all requirements for gaining access to US Government installations. The contractor shall conform to all DOD, DON, and local (base/installation) security instructions (see APPENDIX B).

The course material is unclassified.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being

experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

- 1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning various aspects of the contract: issue written interpretations of requirements: monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property/training sites, and provide or coordinate site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.
- 1.6.11 Course Supervisor (CS): The Course Supervisor is appointed by the Department Head as the manager of a specific course of instruction. The Course Supervisor has responsibility for the delivery of the respective course of instruction, and ensuring that all required resources are available and in place at the appropriate time. The CS does not have authority to define, change, alter or clarify contract terms or conditions.
- 1.6.12 Local Course Coordinator (CC): The local Course Coordinator is the liaison between the contractor and the COR/CS at the training site. The CC will identify the training room, coordinate the field exercise, arrange audio-visual equipment (if available) and may act as the receiving agent for items shipped to the training site. The CC will be identified in each task order. The local Course Coordinator does not have authority to define, change, alter or clarify contract terms or conditions.
- 1.6.13 Key Personnel: The following personnel are considered key personnel by the Government: the Contracting Officer, the Contracting Officer's Representative, the Course Supervisor and the local Course Coordinator designated in the Task Orders at each training location.

The contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer and COR. The Contract Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between 7:30 a.m. to 4:00 p.m., Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons.

- 1.6.14 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.
- 1.6.15 Contractor Travel: The contractor shall be required to travel to training locations. Travel costs for transportation, lodging, meals and incidental expenses are allowable if incurred by contractor personnel on official company business. Travel related costs shall be reasonable. Costs for transportation may be based on mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Costs incurred for lodging, meals and incidental expenses shall be considered reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel. See FAR 31.205-46 for more information on travel costs. Travel costs are further limited by funds specified in this contract. All travel requires Government approval/authorization and notification to the COR prior to traveling. For training locations in foreign countries, the contract instructors must meet the travel requirements established for the Area of Responsibility (AOR) in which training will take place.
- 1.6.16 Shipment of Course Material: The contractor shall be required to ship training aids and instructional material to training locations. **There is no separate reimbursement for shipping costs.** The following is a representative example of course-related shipments and provided for informational purposes only:

Number of Packages	Contents	Approximate Weight	Comments
2	Student Course Material	50 lbs per package	
1	Test Equipment	40 lbs	Fragile, may require "hazardous" label if calibration gas not available at training site.

- 1.6.17 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the

sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.18 Notification. The Government will issue Task Orders at least 30 days prior to the start of scheduled class convening dates for courses held in the continental United States (CONUS), Alaska and Hawaii. The Government will issue Task Orders at least 60 days prior to the start of scheduled class convening dates for courses to be held outside the Continental United States. There is the potential for course convenings to be added to the schedule during the period of performance if there is a student demand and funding is available. In such cases, the courses shall be scheduled with the concurrence of the contractor.

1.6.19 Student/instructor ratios must be such that there is an adequate number of instructors at all times to ensure effective coverage of the entire course, student remediation during class hours, and student supervision and safety. This course requires **one (1) instructor** to be on-site for the duration of the course. The instructor must be a Certified Industrial Hygienist.

1.6.20 The Government reserves the right to cancel a convening for any reason. If a cancellation is required, the contractor will be notified no later than **fifteen (15) days** prior to the first day of the class.

1.6.21 Invoicing. Invoices shall be submitted via the Wide Area Workflow system.

SECTION 2 ACRONYMS, DEFINITIONS AND REFERENCES

2. GENERAL: The following information is provided for reference. The list of acronyms and definitions is not all-inclusive.

2.1 List of Commonly Used Acronyms:

CAP	Contractor Administration Plan
CFR	Code of Federal Regulations
CIN	Course Identification Number
COR	Contracting Officer's Representative
CP	Contingency Plan
DOD	Department of Defense
DON	Department of the Navy
DOT	Department of Transportation
EPA	Environmental Protection Agency
GFE	Government Furnished Equipment
GFI	Government Furnished Items
NAVSAFENVTRACEN	Naval Safety and Environmental Training Center
OSH	Occupational Safety and Health
OSHA	Occupational Safety and Health Administration

PWS	Performance Work Statement
PPE	Personal Protective Equipment
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RFP	Request for Proposal
SME	Subject Matter Expert
SOW	Statement of Work

2.2 Definitions

A *demonstration* is a method of instruction whereby the instructor(s) actually performs the procedures or tasks that are being reviewed.

A *workshop* is a method of instruction whereby the students are allowed to perform the procedures or tasks that have been demonstrated to them by the instructor(s). Workshops must be accomplished under the supervision of the instructor(s).

Training equipment is material that OSH and environmental professionals may encounter in the performance of their duties, i.e., respirators, monitoring equipment, protective clothing, etc.

Formal teaching experience is defined as time spent by an instructor in front of a classroom of students conducting training from a lesson plan. The training may take the form of lectures, oversight of students working in groups, working with students in a one-on-one basis in the resolution of academic problems, using audiovisual hardware and software in the presentation of a topic, supervising students during field exercises, and other similar activities.

2.3 References

Training Course Control Document A-493-0030 (APPENDIX A)

NAVSEA S6470-AA-SAF-010, Technical Manual, Naval Sea Systems Command Gas Free Engineering Program

OPNAVINST 5100.23 (Series), Navy Occupational Safety and Health Program Manual, Confined Space Entry Program (Non-maritime) Chapter 27.

NAVAIR 01-1A-35, Aircraft Fuel Cell Tanks, General Safety Instructions

NAVMAC Directive 5100.8, Marine Corps Occupational Safety and Health (OSH) Program Manual

29 CFR 1910

29 CFR 1915

Subpart AA- Confined Space in Construction, 19.26.1201 to 1926.1213

SECTION 3 INSTRUCTOR QUALIFICATIONS**3.0 Minimum Instructor Qualifications:**

3.1 Baccalaureate degree in any of the following disciplines: Industrial Hygiene, chemistry, physics, biology, Occupational Safety and Health, or chemical/environmental/safety engineering.

3.2 Certified Industrial Hygienist (CIH).

3.3 A minimum of eight (8) years of experience in Confined Space program management, Industrial Hygiene, gas-free engineering.

~~3.4 Successfully completed OSHA #2264 Permit Required Confined Space Entry.~~

~~3.5 Successfully completed OSHA #5400, Trainer Course in OSHA Standards for Maritime Industry or OSHA #501 Trainer Course in OSHA Standards for General Industry.~~

3.6 A minimum of five (5) years of formal teaching/instructor experience.

NOTE: Proof of current qualifications may be requested by the Government at any time during the period of performance.

Additional Traits

3.7 The instructor shall be well-versed and knowledgeable of references identified in paragraph 2.3 and the course material.

SECTION 4 CONTRACTOR TASKING**4.0 Specific Tasks**

4.1 The contractor shall develop a Confined Space Safety Course based upon references cited in paragraph 2.3. There is no predetermined list of specific training equipment, handouts, audiovisual aids, references (other than those cited in the course outline), manuals, etc., to be used in the course. The use of computer-generated graphics (e. g., PowerPoint) to supplement lectures is required. The use of training equipment (see definition of training equipment in paragraph 2.2) and handouts are required: the use of other audiovisual aids, such as video recordings, is encouraged. Contractors are to include all topics/discussion points contained in the course outline (APPENDIX A).

4.2 The contractor shall provide all training materials to be used in the course,

including instructor lesson plans, student handouts, references, charts, manuals, tests, audiovisual aids, and training equipment.

4.3 A draft of the course developed under paragraph 4.1 of this PWS shall be submitted to the COR for review and comment not later than **thirty (30) days** after contract award. The contractor shall revise the draft in accordance with written comments and discussions with the COR.

4.4 The contractor shall submit the final course program of study, to include instructor lesson plans, student handouts, charts, manuals, test, audiovisual aids, and descriptions of training materials and equipment, to the COR for review and acceptance not later than **forty-five (45) days** after contract award. The contractor shall not provide any instruction until confirmation has been received from the COR which indicates the course content and presentation materials have been approved. The contract instructors shall ensure any subsequent NAVSAFENVTRACEN-approved changes to the program of study are incorporated into the lesson plans and any corresponding materials provided to the students.

4.5 By accepting contract award the contractor agrees that during the first 120 days of contract performance only the instructor whose resume and video were evaluated during contract source selection will be assigned to teach the Confined Space Safety Course (barring termination of employment, death, injury, accident, or other emergency). After the 120 period, the contractor shall only assign qualified instructors, as specified in Section 3 of this PWS, to teach the Confined Space Safety Course. The contract instructors shall be thoroughly familiar with all presentation material, training aids, devices and equipment associated with the course and student remediation procedures.

After the initial 120 day period, within **ten (10) days** of receiving a Task Order the contractor shall provide the name of the instructor the contractor will deploy to fulfill the Task Order. If any of the instructors proposed have not previously taught the Navy's Confined Space Safety Course under this contract the contractor will also provide a resume and a 10-15 minute video recording of the instructor at work to demonstrate the individual's qualifications and teaching ability. The COR may request training certificates, transcripts, or other documentation from the contractor in order to substantiate the information proffered in the resume. The COR will review the resume and video and either accept or reject the proposed instructor(s) via written notification to the Contract Manager. If the proposed instructor is rejected, the contractor shall have **three (3) days** to offer a qualified replacement or resolve the issues which led to rejection by the Government.

4.6 The student attendance roster with grades shall be sent via email (either in the body of an email or as an attachment) to the COR at the conclusion of the course.

4.7 The contractor will submit a course completion report to the COR within **fifteen (15) days** after the end of each class convening. The report shall include, at a minimum:

- Course attendance roster
- A summary report containing student names and grades
- Student test answer sheets

- Student data records for walk-ins*
- Student course critiques – required from each student
- Drop/failure records (if applicable)
- Instructor comments/observations/concerns
- A detailed report of any safety mishaps
- A detailed report of any disciplinary issues during the course
- One copy of each student’s completed test

* Students who did not pre-register for the course and arrive on the first day of training are considered ‘walk-ins’. These students must provide the contract instructors with the following information: full name, rank/grade, unit or command, and the DoD ID # from the student’s Common Access Card (CAC).

4.8 The contract instructors shall, upon request of the Course Supervisor or COR, make academic comments concerning students.

4.9 The contract instructors shall ensure a dignified, harmonious and professional classroom atmosphere.

4.10 The contract instructor shall administer, grade and review course examinations. Administration of a comprehensive, objective, knowledge-based test to demonstrate the student’s comprehension of confined space/gas free engineering topics is required. **A minimum test score of 70% (on a 100-point scale) is required to graduate from the course and receive a certificate of completion. The student must receive a test score of 90% or better to qualify as a Gas Free engineer.** The contractor must annotate the student’s final grade on the graduation certificate supplied by NAVSAFENVTRACEN. The types of test questions asked are at the discretion of the contractor but tests must be approved by the COR.

4.11 The contract instructors shall teach all assigned topics, in accordance with contract requirements, effectively utilizing allotted time.

4.12 The contract instructors and local Course Coordinator shall examine all classroom/lab training equipment provided by the hosting activity prior to the start of instruction for a particular course convening and again after the conclusion of the course. Contract instructors shall make a best effort to safeguard the classroom/lab training equipment from damage or theft, to include locking the classroom during periods of vacancy, if keys have been provided to the contract instructors.

4.13 The contract instructors shall perform operational check on assigned training equipment, devices and aids.

4.14 The contract instructors shall refer military student disciplinary problems to the local Course Coordinator.

4.15 The contract instructors shall instruct students in operation and safety

requirements of shop/lab equipment. The contract instructors shall monitor students to ensure safe usage of all training equipment, devices and aids. The contract instructors are empowered to immediately correct safety violations. Persistent safety violations shall be reported by the contract instructor to the local Course Coordinator and COR.

4.16 Contractor will ensure walk-in student data records (if necessary); attendance roster and student critiques (Government provided) are completed by all students. Contract instructors will complete a Drop/Failure Record (Government provided) for each student who either fails or does not complete the course for other than academic reasons.

4.17 All personnel employed by the contractor entering Government facilities shall conform to all safety, security, work conditions, regulations and procedures which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur. No employee will be permitted on the Government facilities when such check reveals that the employee's presence would be detrimental to the security of the facilities or accomplishment of work.

4.18 The contract instructors are encouraged to identify and submit recommend changes to the course program of study to the COR. The content of the instructional material shall not be modified until such changes are approved by NAVSAFENVTRACEN. Accepted changes will be considered during contractor performance assessments.

SECTION 5 COURSE REQUIREMENTS

5.0 GENERAL:

CIN: A-493-0030, CONFINED SPACE SAFETY

Course Length: 5 Days

Avg. Class Size: 25

Student/Instructor Ratio: (See paragraph 1.6.17.)

Purpose/Objective of Course: The purpose of the course is to provide Confined Space Program Managers, Gas Free Engineers, and their assistants with the training to establish a Confined Space Entry/Gas Free Engineering Program for ashore, aviation, and maritime activities. The course teaches the application of standards outlined in NAVSEA S6470-AA-SAF-010, NAVAIR 01-1A-35, OPNAVINST 5100.23 (most current), and NAVMAC Directive 5100.8. It will provide the students with the knowledge and skills to enable them to establish and manage a Confined Space/Gas Free Engineering Program, ensure compliance with the above Navy/Marine Corps instructions/directives, and understand the confined space regulations per 29 CFR 1910.146, as well as, 29 CFR 1915.11 to 1915.16, Subpart AA- Confined Space in Construction, 19.26.1201 to 1926.1213 and how they compare with Navy/Marine Corps requirements.

Upon completion of the course, the students will be able to:

- a. Define the characteristics of a permit required and non-permit required confined space.

- b. List procedures for and reasons why gas testing is performed.
- c. Describe the fundamental concepts of toxicology and health hazards.
- d. Describe the principles of chemistry associated with confined space hazards.
- e. Perform the necessary ventilation calculations to minimize confined space hazards.
- f. Delineate the responsibilities of Gas Free Engineers (GFE's), Assistant GFE's (AGFE's), Confined Space Program Managers (CSPM's), and Assistant CSPM's (ACSPM's), or other designated representatives (i.e. Entrants, Entry Supervisor, Attendant, etc.).
- g. Describe the procedures for hot work, space cleaning, and inerting.
- h. Describe the concepts involved in the selection and use of gas detection instruments.
- i. List the chemical, physical, and biological hazards of confined spaces.
- j. Select the proper types of personal protective equipment to be used in confined spaces.
- k. Perform atmospheric testing in confined spaces.

Target Audience: This course is specifically designed for Confined Space Program Managers, Gas Free Engineering personnel, or other designated representatives. The student body may be a compilation of civilian and military members in the following occupations: OSH Specialist, OSH Technician, Industrial Hygienist, Industrial Hygiene Technician, Environmental Protection Specialist, Safety Engineer, Industrial Hygiene Officer, or Navy full-time safety or collateral-duty personnel. Students may have anywhere from no experience to over twenty years of experience.

The course is a group-paced, criterion referenced, instructor led, student participation, lecture/laboratory type instructional system that uses firmly established training procedures. All procedures will be accomplished in accordance with up-to-date instructional techniques and learning methods.

5.1 Shipping of all class material, including course administrative material, to each training location is the responsibility of the contractor.

5.2 The contractor is responsible for providing a student guide/manual at the beginning of the course for each student to keep for future reference. A course syllabus is required to be in each student guide/manual which outlines the topics to be covered, on which days, and the approximate amount of time to be spent on each topic. Also to be included in the student guide/manual are copies of any computer-generated graphics to be shown along with note-taking space. The order of the material in the student manual shall follow the order in which the material is presented in class in order to reduce any confusion among the students by having them skip around through the manual searching for the proper pages. Other handouts are up to the discretion of the contractor, but shall be included in the student guide/manual.

5.3 The contract instructors shall prepare the classroom for instruction (e.g., ensure course materials are brought into classroom, arrange tables and chairs, layout course materials for each student) and ensure classroom is left in an orderly fashion at the end of each day.

5.4 Workshop: Material Safety Data Sheets (MSDSs). This workshop shall give the students the opportunity to examine an MSDS in order to locate and understand the various sections. It is also important that the students are given the opportunity to apply what they have learned. Suggestions for this workshop include a quiz, a scenario, or a worksheet.

5.5 Demonstration: The instructors shall demonstrate the properties of airflow through a fan. They shall also show how air velocity changes dependent upon the location of the ventilation meter (upstream and downstream of the fan).

5.6 Workshop: Ventilation calculations. The instructors shall give the students the opportunity to perform ventilation calculations.

5.7 Workshop: Use of combustible gas, oxygen, and toxic chemical instruments and detector tubes. The instructors shall provide the students with tactile learning using these instruments. Students shall calibrate these instruments using calibration gases and will sample simulated atmospheres for hazards. This may involve having the instructors “spike” numerous containers with chemicals or creating simulated hazardous atmospheres in the containers.

5.8 Workshop: Field exercise. The instructors shall take the class on a field exercise where, under the supervision of the instructors, they can experience a variety of confined spaces, perform inspections and test the atmospheres within the spaces. It is understood that weather conditions may hamper, or even prevent, the opportunity to conduct the field exercise. In the event that a field exercise cannot be arranged, the instructors are required to fill that time with other lesson topics and/or learning experiences to accomplish the same objective. The local Course Coordinator at the training location will be responsible for arranging the time, date, approvals, and any transportation requirements associated with the field exercise.

5.9 Remediation shall be provided for any student demonstrating academic problems at any time in the course. This may take the form of one-on-one discussion during or after class hours, extra study assignments to reinforce mastery of difficult material, a review of the results of the final exam, etc. The degree of remediation will be determined by the contract instructor based upon the particular situation. It is expected that most remediation will be accomplished during regular class hours. However, there may be a need to briefly assist a student on an occasional basis after class. Student remediation is performed at no additional cost to the Government. There is no compensation beyond that included in the contract. Any demands on a contract instructor’s time considered excessive and beyond the scope of the contract should be brought to the attention of the COR. The contract instructor shall notify the COR and Course Supervisor of any student having academic problems.

5.10 The Course Supervisor will provide official NAVSAFENVTRACEN graduation certificates for the course. These certificates shall be filled out by the contractor at the end of each course and handed to students who have successfully completed the course. In the event that tests cannot be graded before students are dismissed on the final day, it is the responsibility of the contractor to ensure students are notified of their test results and provided their graduation certificate as appropriate. Course completion certificates shall be kept under careful control by

the contractor and only issued directly to the student successfully completing the course. Any unused certificates shall be held by the contractor for future use.

5.11 Any student missing more than 20% of a class will fail the course and not receive a graduation certificate. The contract instructor should contact the COR and Course Supervisor immediately to discuss the student's situation. The Government retains the right to make the final decision on whether or not a student will be allowed to stay for the remainder of the course.

SECTION 6 GOVERNMENT RESPONSIBILITIES

6.0 Responsibilities of US Government

6.1 The Government will provide classroom space, with chalk/dry marker boards and projection screen/monitor. For classes taught in Norfolk, the Government will provide a projector and computer workstation. However, in locations other than Norfolk, the contractor is responsible to provide a projector and computer unless the Course Supervisor or local Course Coordinator indicates this equipment is available at that location.

6.2 The awarding of Continuing Education Units (CEUs) and/or CIH/CSP Certification Maintenance Points shall be the responsibility of NAVSAFENVTRACEN and not that of the contractor. However, the contractor may be requested to provide course data so that course certification may be obtained.

6.3 The local Course Coordinator will be responsible for coordinating the field exercise.

6.4 The Government will provide the following administrative supplies:

a. Student information for pre-registered students, Course Critique Sheets, Attendance Sheet, Course Completion Certificates and Student Drop/Failure Record in sufficient quantity for each course convening. Also, one (1) copy of the following documents will be provided to the contractor:

- NAVSEA S6470-AA-SAF-010, Technical Manual, Naval Sea Systems Command Gas Free Engineering Program
- OPNAVINST 5100.23 (Series), Navy Occupational Safety and Health Program Manual, Confined Space Entry Program (Non-maritime) Chapter
- NAVAIR 01-1A-35, Aircraft Fuel Cell Tanks, General Safety Instructions Chapter
- NAVMAC Directive 5100.8, Marine Corps Occupational Safety and Health (OSH) Program Manual
- Subpart AA- Confined Space in Construction, 19.26.1201 to 1926.1213

6.5 The Government shall reserve the right to administer unscheduled tests to selected students.

SECTION 7 INSTRUCTOR STANDARDS

7.0 Instructor Grooming Standards and Decorum

7.1 Grooming: The contractor shall ensure that all contract instructors and supervisors maintain a standard of grooming and personal appearance suitable for a semi-formal business environment. The contractor will be notified by the COR of contract instructors who fail to meet the standard. The contractor shall have **three (3) days** to address complaints and provide a course for corrective action in writing to the COR. Habitual failure to meet the standard may result in the contract instructor's rejection for future courses. Contract Instructors and students may wear coveralls or other suitable clothing during the field exercise.

7.2 Decorum: The morale and motivation of student and instructional personnel must be maintained at a high level to ensure a favorable learning environment. Contract instructors shall conduct themselves as though they were teaching students in any public high school or place of higher learning (i.e., college, university, technical school). Speech, gestures, photos, videos, etc. which might be construed by a reasonable person to be offensive may result in a formal complaint against a contract instructor. If the infraction is deemed to be egregious, the Course Supervisor or COR may decide to immediately suspend instructor duties of the offending instructor. In the event a contract instructor is suspended from instructor duties, the Contract Manager will be immediately notified and the contractor will have **24 hours** to replace the instructor.

SECTION 8 COMPLAINTS AND REMOVAL OF INSTRUCTOR

8.0 Complaints against Instructors/Removal of Instructor(s)

8.1 In the event that a complaint is made regarding the conduct of contractor personnel, the local Course Coordinator shall immediately notify the COR and Course Supervisor. The COR will notify the Contract Manager. In situations in which student safety is threatened, the Government is empowered to immediately take appropriate steps to mitigate the situation, to include relieving contract instructors of instructor duty.

The Contract Manager, in conjunction with the COR and Course Supervisor, will investigate complaints made against contract instructors. If the results of the investigation prove the complaint(s) to be valid, the Contract Manager shall have a maximum of three (3) working days to propose a corrective plan for resolving the matter and preventing future similar occurrences. This plan shall be submitted in writing to the Contracting Officer and COR. In the event that the Government deems the corrective plan insufficient for resolution of the problem, a written response to the Contractor Manager shall be provided within three (3) working days.

8.2 Instructors may be relieved of instructor duties for poor performance, as determined by the Government.

8.3 In the event that an instructor is unable to teach or continue to teach a class for any reason, the contractor shall replace that instructor with an equally qualified instructor within **twenty-four (24) hours** of notification at the contractor's expense.

9.0 Safety and Security

9.1 The contractor shall conform/comply with all applicable safety instructions as outlined in:

- NAVSEA S6470-AA-SAF-010, Technical Manual, Naval Sea Systems Command Gas Free Engineering Program
- OPNAVINST 5100.23 (Series), Navy Occupational Safety and Health Program Manual, Confined Space Entry Program (Non-maritime) Chapter
- NAVAIR 01-1A-35, Aircraft Fuel Cell Tanks, General Safety Instructions Chapter
- NAVMAC Directive 5100.8, Marine Corps Occupational Safety and Health (OSH) Program Manual
- Subpart AA- Confined Space in Construction, 19.26.1201 to 1926.1213

Any safety related problems shall be addressed immediately to the Course Supervisor and COR.

9.2 The Course Supervisor and Command/Installation Safety Officer shall conduct an investigation into all accidents/mishaps occurring on Government property involving contract employees and report the initial findings in writing of such an investigation to the COR within **three (3) calendar days** after the occurrence. The contractor and contract instructors are required to cooperate with any investigations and provide written statement and/or testimony as required. There is no additional compensation under the contract for cooperating or providing written statements or testimony.

9.3 Contractor instructors shall meet all requirements for gaining access to Government Installations. When providing instruction at locations overseas, the contract instructors may be required to complete computer-based training courses or attend briefings as mandated by the Area of Operations (AOR) Commander. Such computer-based training courses may include, but are not limited to, Level One Anti-Terrorist training; Survival, Evasion, Resistance and Escape (SERE) 100, Code of Conduct Level B Training; Human Rights Training; and any Country Specific Training. Contract instructors may also be required to complete an Isolated Personnel Report (ISOPREP) also known as a PRO-file. NAVSAFENVTRACEN will provide direction and assistance to the contractor in the completion of this training. Some of the training modules are quite extensive but can be completed in the 60-day window between

notification of an overseas course and start of travel.

The completion of such training shall be reported to the COR. The contractor shall not receive any additional compensation for this training. Periodic refresher training may be required.

9.4 The contractor shall maintain control over any assigned keys and return keys to the local course coordinator at the completion of instruction.

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Outline of Instruction

Lesson Topic	1.0	Administration Time
Lesson Topic	2.0	Reasons for Gas Testing
	2.1	Oxygen Content
	2.2	Flammables/Combustibles
	2.3	Toxics
	2.4	Fire Hazards
Lesson Topic	3.0	Toxicology and Health Hazards
	3.1	Toxicology and Human Physiology Concepts
	3.2	Dose-Response Relationships
	3.3	Exposure Limits
Lesson Topic	4.0	Chemistry for GFE's, AGFE's, CSPM's, and ACSPM's
	4.1	Chemical Definitions
	4.2	Molecular Structure
	4.3	Classification of Hazardous Locations
	4.4	Workshop: Material Safety Data Sheets (see C.1.6.4 for description)
Lesson Topic	5.0	Ventilation Requirements and Calculations
	5.1	Ventilation Principles
	5.2	Types of Ventilation
	5.3	Ventilation Procedures
	5.4	Demonstration: Demonstration of Velocity up-stream and down-stream of ventilation fan (see C.1.6.5 for description)
	5.5	Calculations
	5.6	Workshop: Ventilation Calculations (see C.1.6.6 for description)
Lesson Topic	6.0	GFE, AGFE, CSPM, and ACSPM Procedures
	6.1	Duties and Responsibilities
	6.2	OPNAVINST 5100.23 (Series), Confined Space Entry Program (Non maritime) Chapter
	6.3	NAVMAC Directive 5100.8, Confined Space Entry Program Chapter (if Marine Corps students are attending)
	6.4	NAVSEA S6470-AA-SAF-010
	6.5	NAVAIR 01-1A-35, General Safety Instructions Chapter
	6.6	29 CFR 1910.146
	6.7	29 CFR 1915.11 to 1915.16
	6.8	Administration and Recordkeeping
	6.9	Evaluation of Confined Spaces
	6.10	General Requirements of Entry and Work
	6.11	Testing Procedures
	6.12	Certification of Spaces
	6.13	Certificate Distribution and Contents

- 6.14 Emergency and Rescue Procedures
- Lesson Topic 7.0 Hot Work, Space Cleaning, and Inerting Procedures
 - 7.1 Definitions
 - 7.2 Tank Preparation
 - 7.3 Hot Work Procedures
 - 7.4 Cleaning
 - 7.5 Inerting
- Lesson Topic 8.0 Selection and Use of Gas Detection Instruments
 - 8.1 Types
 - 8.2 Selection
 - 8.3 Combustible Gas Instruments
 - 8.4 Oxygen Detection
 - 8.5 Toxic Detection
 - 8.6 Chemical Detection Tubes
 - 8.7 Workshop: Use of Combustible Gas, Oxygen, and Toxic Chemical Instruments and Detector Tubes (see C.1.6.7 for description)
 - 8.8 Workshop: Field Trip to Confined Spaces (see C.1.6.8 for description)
- Lesson Topic 9.0 Personal Protective Equipment
 - 9.1 Respiratory Protection
 - 9.2 Eye Protection
 - 9.2 Ear Protection
 - 9.3 Chemical Protective Clothing
- Lesson Topic 10.0 Summary, Review and Student Testing

Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

(end text)

Enterprise Contractor Manpower Reporting Application (ECMRA)

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

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Pursuant to FAR 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract.

The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP Fleet Logistics Center (FLC) Norfolk web page at: http://www.navsupsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn.

(end text)