

STATEMENT OF WORK

OpSTAR Web-Based Initiative and Infrastructure Support

UNITED STATES CUSTOMS AND BORDER PROTECTION
Office of Air and Marine Operations
National Air Training Center
Oklahoma City, OK and El Paso, TX



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NATIONAL AIR TRAINING CENTER – OKLAHOMA CITY

STATEMENT OF WORK PROFESSIONAL ENGINEERING SERVICES (PES)

Background

Under the authority of Title I, Sec. 101 Homeland Security Act of 2002 as amended, the Department of Homeland Security (DHS) was established to prevent terrorist attacks within the United States; reduce the vulnerability of the United States to terrorism; and minimize the damage, and assist in the recovery, from terrorist attacks that do occur within the United States.

In 1999, Congress and Headquarters (Legacy Customs) realigned functional responsibilities within the agency. As a result of this realignment, Customs and Border Protection (CBP) Air and Marine (A&M) established the National Air Training Center - Oklahoma City (NATC-OKC) and a second facility now known as the National Air Training Center - El Paso (NATC-ELP) as the national training and standardization center for all A&M personnel. The previous aircrew training was primarily conducted through On-the-Job-Training (OJT) in a live flying environment.

1.0 Scope

The objective of this effort is to provide the full range of professional engineering and technical assistance necessary to continue and expand the primary mission of the NATC at all locations. This includes the ability to develop, present, and maintain course curriculum and associated infrastructure support inherent with the state-of-the-art Web-Based Distribution Network known as OpSTAR. This SOW shall provide for expansion of the capabilities designated herein to incorporate the requirements of other Federal Law Enforcement Agencies' training objectives; i.e., Federal Air Marshals (FAM), U.S. Coast Guard (USCG), and Federal Emergency Management Agency (FEMA).

2.0 General Requirements

2.1 Definitions

Terms utilized in this document will be defined in accordance with (IAW) the definitions listed below. The Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) will be the authorized Point of Contact (POC) regarding clarification of terminology or insertion of new definitions.

- Initial training is defined as a thorough, in-depth, detailed course of instruction to personnel receiving it from CBP for the first time. This training program will consist of classroom lecture and practical exercise, computer or WEB based format. CBP will determine the training level,

format of presentation, and schedule through the CO, COTR or his designee.

- Advanced training is defined as a course of instruction built upon previous courses or student experience and developed to provide the additional information, skills, and abilities necessary to master a given task or responsibility with minimal supervision.
- Recurrent training is defined as a course of instruction designed as a review of an initial or advanced training course.
- Training Aid is defined as an instructional tool necessary to convey the thought or intent of an instructional module in an illustrative manner (i.e., power point presentations, charts, graphs, models, graphics, etc).
- Training Device is defined as an instructional tool necessary to provide tactile/sensory interaction between the student and the training task (i.e., mock-up, hot bench, dummy device, parts/task trainer, flight training device, simulator, scenario-based tactical trainer, marksmanship trainer, etc.).

2.2 Use of Facilities, Training Areas and Equipment

The initial, advanced, and recurrent training courses will require the use of government furnished equipment (GFE) facilities, and/or field training areas. The contractor will keep all GFE cleaned and in good working order and all facilities and field training areas in as clean and orderly state as is reasonably possible. The facilities and other work areas will remain free from trash: litter and man-made debris with the exception of such field training aids as may be required as illustrative for the topic of instruction.

2.3 Continuity of Training

The contractor will structure courseware and/or training in each module or course of instruction to a single philosophy of standardization, development, safety, and continuity of training.

2.4 Other Government Student Training

CBP reserves the right to enroll personnel from any other U.S. Government Agency through any of the training courses, as deemed necessary. Students, regardless of employing agency, will be instructed and evaluated according to the same set of standards.

2.5 Documentation/Resources

CBP shall make available to contractor personnel Subject Matter Experts (SME), who are highly qualified on the operation and utilization of the systems and procedures for which the contractor is to develop the respective training. Furthermore, CBP shall provide sufficient current training materials and documentation to facilitate prototyping and development of courses. This documentation will also facilitate and streamline the story boarding process and the development of the various training. Examples of this documentation include, but are not limited to:

- Briefings in hard copy (paper)
- Microsoft Power Point and other visual presentations
- Transcripts that accompany these briefing materials
- Relevant regulatory and statutory guidance, U.S. Code, CBP policy, operating procedures, or instructions, etc.
- Graphics, video and audio files and archives

3.0 Responsibilities of the Contractor

The contractor is required to perform all work related to this contract in accordance with accepted adult-education industry standards. The contractor will ensure that all courseware development products, instruction, training, or support conforms to the government's single philosophy of standardization, safety, and continuity of training.

3.1 Management and Planning

The contractor will provide all work force management and planning necessary to ensure that all contract requirements are performed in a timely and responsive manner. The contractor's plan will include provision for periodic in-process reviews, at appropriate intervals throughout the project. Interdependent tasks such as development of applications, associated database(s), and the development of instructional courseware will be reviewed individually and as a component of the integrated system.

3.2 Contractor Staffing

The contractor will ensure that adequate numbers of personnel are available to meet the requirements of this contract. The contractor will provide, but is not limited to, the following personnel: a Program Manager, Multimedia Instructional Designer(s), Multimedia Graphic Art Designer(s), Application Developer(s), Database Administrator(s), and specified instructor(s), as required. The contractor's employee staff, approved for assignment to this contract, must have the skills or qualifications.

3.3 Key Personnel

The government shall have final approval of key personnel assigned to this resulting Contract. If the government requests removal of key personnel from a project, the COTR will notify the CO who will notify the contractor in writing. A replacement must be assigned within a one-week period unless otherwise negotiated. Meetings with all team members, both CBP and contractor may be required on an as needed basis as determined by the government. The cost of travel to the meetings within the assigned local commuting area will be borne by the contractor.

The contractor will provide, at a minimum, the following key personnel:

POC/Program Manager (PM) - The contractor will assign a single point of contact (POC) or Program Manager (PM) with the authority to make any and all decisions regarding the local administration of this contract. The PM shall manage the team in providing a wide range of services to CBP. The PM is responsible for all aspects of project performance (i.e. technical, contractual, administrative, financial, etc.), including supervising personnel in all aspects of project activity.

The POC/PM will also be responsible to ensure that all resources necessary to accomplish the requirements of this SOW are provided. The POC will interface for the COTR with regard to contract issues.

Task Leads – The Program Manager will assign a single point of contact for each major functional team working under this contract. This will include, but not be limited to, Instructional Design, Application Development, and Training Devices. The Team Leads will provide guidance and direction to contractor's personnel by identifying and selecting the best methods, techniques and evaluations criteria for obtaining results as identified by the COTR. The Team Leads may (as authorized by the Program Manager) coordinate the work activities of other of the contractor's personnel.

3.4 Personnel

The contractor will submit to CBP for review/approval the resumes of all personnel who will be directly involved in the training of CBP personnel. All instructors must hold the appropriate certification, degree, or DoD designation for the position(s) they staff.

All personnel are subject to a full and complete background investigation (BI) at the discretion and expense of CBP. Interdiction and operational techniques, procedures, and tactics may involve a number of sensitive national security issues; therefore, the government reserves the right to disqualify any personnel from having direct involvement in the training of CBP personnel.

Grounds for disqualification will be at the discretion of CBP. The government reserves its right to reject, without prejudice, any staff nominee or instructor candidate as unacceptable. Disqualification of certain individuals is a right that CBP reserves to determine who will participate in this contract and/or instruct its employees, and in no way should it be considered an indictment or prosecution of the individual, his character, or the contractor. CBP has absolutely no requirement to divulge the reason for disqualification to the contractor, individual, or other persons.

The contractor will inform the designated COTR in writing of any changes in personnel. Furthermore, the contractor will provide the COTR with resumes for new personnel who will be directly involved in the execution of this contract. Newly assigned personnel will comply with all requirements stated within this contract.

3.5 Personnel Qualifications

The contractor's employee staff, approved for assignment to this contract, shall have the following skills or qualifications:

Key Personnel –

- Shall possess appropriate undergraduate and graduate degrees to qualify the nominee for employment in Adult Learning, Education and/or Project Management, and
- Adult Learning/Education management experience on a comparable project or contract, and
- Related previous work experience, 3 out of the preceding 5 years, in the areas of curriculum/syllabus design and multimedia instructional systems development.

Multimedia Instructional Systems Designer –

- Shall possess appropriate undergraduate or graduate degree to qualify the nominee for employment in the area of Adult Learning, Education, Multimedia Development and/or Instructional Design, and
- Related previous work experience, 1 out of the preceding 3 years, in the areas of curriculum/syllabus design and multimedia instructional systems development.

Multimedia Graphic Art Designer –

- Shall possess appropriate undergraduate or graduate degree to qualify the nominee for employment in the area of Adult Learning, Education, Multimedia Development and/or Instructional Design, and
- Related previous work experience, 1 out of the preceding 3 years, in the areas of curriculum/ syllabus design and multimedia instructional systems development

Instructors –

- Shall have instructed in the subject matter area(s), to be specified, 2 out of the preceding 5 years, and
- Shall have been designated as a certified instructor in the subject matter area by a Department of Defense (DoD) agency or
- Shall possess appropriate degree/certification, employment, responsibility, and experience level directly related to the specified subject matter area 3 out of the preceding 5 years

3.6 Government Approval

The contractor will furnish to the COTR copies of all reading and other training materials to be utilized for each training course under this contract. The contractor will receive written approval for these materials prior to commencement of performance under this contract. For any subsequent revisions to such materials, the contractor will provide two copies of the revised materials for approval of CBP prior to its use. The copies will be furnished in the media format the contractor proposes to use for its distribution.

3.7 Government Directed Travel

The contractor's proposal shall identify a projected travel budget for travel to all current CBP Branches, Units, Forward Operating Locations (FOL), and other locations as directed by the government. This travel shall be on aircraft operated by Commercial Carriers and/or CBP. Consequently, contractor personnel must be willing to fly on US Government aircraft as necessary, and obtain passports to countries as designated by the Program Manager. Due to the sensitivity of the locations of travel requiring passports, contractor personnel will be notified of these destinations only after contract award and after they obtain any necessary security clearances.

The government reserves the right, on a reimbursable basis, to direct the contractor and his appropriate personnel to travel for the purpose of conducting business on behalf of this contract. The government will reimburse the contractor for actual expenses in accordance with the Federal Travel Regulations, at the

published government travel rate up to the authorized government per-diem rate for the local geographic area for the required travel.

This reimbursement includes actual airfare, hotels up to the allowable local government per-diem rate, meals and incidental expenses (M&IE) at the government daily per-diem rate, and equipment transportation and material expenses. Applicable hotel and M&IE per-diem rates can be obtained from www.GSA.gov.

Expenses related to the contractor's travel will be reimbursed beginning on the authorized actual day of travel to the temporary duty location start date continuing through the authorized actual day of return travel at the completion of the activity. All government directed contractor travel, to include nonstandard duty hours, holidays, weekends, and nights will be billable to the contract. Additional reimbursements related to travel required under this contract are authorized only when directed by the CO or the designated COTR.

Airline reservations will be booked at the best available commercial rate prior to an approved travel requirement date in order to obtain the most favorable rate. Airline reservations will be made which allow for both schedule changes and refunds. The contractor will make reasonable efforts to book the same airline and/or Hotel to travel with and stay at the same location as the government customer.

Contractor personnel whose normal duty location is within a government-owned facility will conform to that facility's work week, hours of operation, and Holiday work schedule based on the published Federal Holiday schedule. Exceptions to this will be government directed or approved (i.e. to meet a 24 x 7 support requirement or weekend/holiday travel requirements). Unscheduled government facility closure for exigent circumstances (i.e., Loss of Power, Fire, Weather, etc.) will be billable to the contract.

3.8 Invoicing and Billing Submission

Invoicing:

The contractor shall submit invoices by the 10th working day following the end of each month directly to the COTR for verification. The contractor shall notify the COTR in writing when 75% of the hours for each labor category have been expended. Expenditures by the contractor beyond the ceiling may not be reimbursed. The COR/ COTR will forward the certified invoice to Indianapolis, IN for payment with a copy to the CBP Procurement Office. The contractor shall track the costs associated with each task listed in the Statement of Work. Each invoice shall include the following: funds expended during the reporting period per task, applicable accounting and appropriation code, cumulative funds expended per task and funds remaining on each task. Other information required per task includes employee name, labor category, hours expended, cumulative

hours expended and projected total hours for each individual working on this task. A summary sheet to include all tasks combined shall provide the funds expended during the reporting period, cumulative funds expended, total funds remaining on the Task Order, employee names, labor categories, hours expended, cumulative hours expended, and projected total hours for each individual working on this task.

Billing Submission:

- (1) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):
 - (i) Name and address of the contractor.
 - (ii) Invoice date and invoice number. (contractor should date invoices as close as possible to the date of mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on government bills of lading.
 - (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).
- (2) An interim payment request under a cost-reimbursement contract for services constitutes a proper invoice for purposes of this subsection if it includes all of the information required by the contract.
- (3) If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt (3 days on contracts for meat, meat

food products, or fish; 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. If such notice is not timely, then the designated billing office must adjust the due date for the purpose of determining an interest penalty, if any.

(c) *Authorization to pay.* All invoice payments, with the exception of interim payments on cost-reimbursement contracts for services, must be supported by a receiving report or other government documentation authorizing payment (e.g., government certified voucher). The agency receiving official should forward the receiving report or other government documentation to the designated payment office by the 5th working day after government acceptance or approval, unless other arrangements have been made. This period of time does not extend the due dates prescribed in this section. Acceptance should be completed as expeditiously as possible. The receiving report or other government documentation authorizing payment must, as a minimum, include the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
 - (2) Description of supplies delivered or services performed.
 - (3) Quantities of supplies received and accepted or services performed, if applicable.
 - (4) Date supplies delivered or services performed.
 - (5) Date that the designated government official—
 - (i) Accepted the supplies or services; or
 - (ii) Approved the progress payment request, if the request is being made under the clause at 52.232-5, Payments under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments under Fixed-Price Architect-Engineer Contracts.
 - (6) Signature, printed name, title, mailing address, and telephone number of the designated government official responsible for acceptance or approval functions.
- (d) *Billing office.* The designated billing office must immediately annotate each invoice with the actual date it receives the invoice.
- (e) *Payment office.* The designated payment office will annotate each invoice and receiving report with the actual date it receives the invoice.

3.9 Insurance – Work on Government Installations

In accordance with FAR 52.228-5, Insurance – Work on government Installations, the following types and minimum amounts will be procured and maintained during the entire period of performance under this contract:

- Workman’s Compensation and Employer’s Liability Insurance
- General Liability Insurance – Bodily Injury Liability