

4.0 Tasks to be Accomplished

4.1 Program Management

The contractor shall provide overall Program Management to ensure the tasks described in this statement of work are efficiently and successfully carried out. If desired, the contractor shall host a Kickoff Meeting within 10 working days after award. Data gathered or refined in this Kickoff Meeting will be documented in a formal Program Plan (A001), which will be submitted electronically within 20 working days of contract award.

4.2 Contractor Status Reports

The contractor shall submit a monthly status report documenting its activities in support of the contract's Delivery Order, US Customs and Border Protection (CBP) Office of Air and Marine National Air Training Center - OKC, OpSTAR Web Based Training and Infrastructure Support. The status reports shall summarize the contractor's activities, accomplishments, plans, issues, concerns, and present financial summaries of expenditures in Labor, Travel, and Material. The report summarizes activities, progress, issues, future plans, and funding status covering the previous month just ended.

4.3 Courseware and Functional Web-Based Training Course(s)

The contractor shall develop functional WBT courseware for each course to be developed. The contractor shall work with an SME to identify suitable course(s) currently being used and/or that will be needed. Each WBT course (A003) will have a stand-alone, functional capability that can be used in a live training environment. Each WBT course will be the equivalent of one course (approximately 45-50 minutes in student time) with appropriate video and/or audio. Each course shall include sufficient testing to ascertain the student's level of mastery of the course material when required. The contractor shall deliver all master documents and source code in an appropriate electronic format that contains each training course (A003). The contractor shall develop other training courses (A003) as required and for which official authorization has been received through the Program Manager. The contractor shall begin development of the first course listed immediately upon receipt of a funded Task Order and approval of the COTR, and shall proceed with the development of subsequent WBT courses in sequence and as authorized by the Program Manager. Note that the sequence of WBT course development may be altered at the discretion of the Program Manager consistent with mission requirements and remaining project funding. This task includes the development of course syllabi and associated lesson plans.

4.4 Classroom and Other Instruction

The contractor shall provide Instructors as required by Subject Matter Experts to provide instruction on the various items of equipment used by CBP. Note that some of these instructors must be bilingual (English/Spanish). These instructors shall be capable of providing the full range of instruction including administering tests and providing assessments of post-course critiques.

4.5 OpSTAR Distribution Network

The contractor shall operate, expand, and maintain the OpSTAR distribution network (A004). The contractor shall assist the customer in developing requirements documents that identify functionality and workflow required of additional modules of OpSTAR. The contractor shall develop and maintain a database (A006) that interfaces with the modules to capture all appropriate data, such as but not limited to: personnel data, course, test questions, and instructors, and shall provide for metrics to allow automated assessments of this data. The database for the applications shall incorporate appropriate security measures (e.g., User IDs and Passwords) to prohibit unauthorized access and to provide for various levels of access by authorized personnel. The contractor shall manage the applications in support of the NATC to include the capability to provide backup of the NATC site on a periodic basis (e.g., daily, weekly, and monthly). This task includes the development of such items as a Disaster and Recovery Plan (A007) for this network and the database(s) to be developed under this SOW. This task may be expanded to provide responsibility to administer CBP local area network (LAN) in the future (A008).

4.6 Training Devices

The contractor shall assess, maintain, and manage training devices(s) to support the NATC mission. Devices such as but not limited to flight (Advanced Aircraft Training Devices – AATD, Flight Training Devices – FTD, and simulators), part/task trainers, tactical-scenario-based, marksmanship, etc. are included. The contractor will coordinate with appropriate CBP Air & Marine subject matter experts to assess training devices required to fill a verified need in the program. The contractor will then procure and manage the appropriate device(s) (A009). The contractor will procure and manage any associated support equipment for the devices (A010). The contractor will procure and manage maintenance and training for the devices (A011).

4.7 Document Management

The contractor shall take government provided source material and produce configuration controlled original documents and convert designated Manuals, Handbooks, Regulatory, or other informational documents as directed to Interactive Electronic format (A012).

4.8 Business Process Improvement/Business Process Re-Engineering

This task provides for Business Process Improvement/Business Process Re-Engineering (BPI/BPR) studies and implementation support on an as-needed basis to allow the CBP Air & Marine to assess their future needs to streamline their operations. This task may include, but is not limited to, studies and analyses to identify requirements to incorporate interagency agreements for CBP to develop and provide for non-CBP training requirements, and any subsequent interface issues that may arise. This task includes conducting Training Situational Assessment(s) to document the training requirements that exists in CBP A&M with recommendations on appropriate Training Devices and related options. The contractor shall assess Flight Training Devices (FTD), Tactical Training Devices, Marksmanship Training Devices, and/or other training devices as appropriate to determine the devices best suited to accomplishing the mission of CBP A&M and to the best value to the government. Based upon the approved recommendations arising from these studies and analyses, this task will provide for the development, implementation and maintenance of these additional capabilities (A013).

4.9 User Assistance/Technical Support for the OpSTAR Network

The contractor shall provide personnel to respond to requests for assistance from User's of the OpSTAR Distribution Network by telephone, email, or other appropriate means during government directed time periods (A014).

4.10 Operation and Maintenance (O&M)

The contractor shall provide for operation and maintenance (O&M) of current and future products, equipment, and devices identified, developed, or procured under section 4 or in support of the primary mission of the NATC as directed by the contracting authority (A015).

5.0 Required Equipment

5.1 Government Furnished Equipment/Material (GFE/GFM)

CBP will provide suitable office space for the contractor personnel working within their facilities. This support will include, as a minimum, the use of computer equipment and associated Local Area Networks with access to the Internet. Office space with accompanying office furniture will also be provided for on-site contractor personnel. The Program Manager will arrange for appropriate passwords for access to any government data systems deemed necessary to the performance of this SOW (none have been identified to date). Specific GFE requirements (per person assigned to work this SOW on-site) include:

- a. Office space with accompanying office furniture;
- b. Office furniture including, as a minimum, one desk, one desk chair, appropriate file/storage cabinets, and bookshelves (as required);
- c. One government-furnished "Class A" telephone per person;
- d. One government-furnished computer/computer terminal per person. These computers shall be sufficient to support WBT and Graphics development;
- e. Timely access codes and/or passwords made available to the systems utilized in data entry/ retrieval; and
- f. Any GFE required accomplishing this SOW in addition to that specified herein.

5.2 Contractor Purchased Equipment/Material

The contractor shall procure, install and maintain any additional equipment deemed necessary by the COTR and contractor personnel for the completion of this task. Software and hardware purchased under this provision of the contract will become the property of CBP at completion of the contract.

6.0 Deliverables

Deliverables under this SOW are listed in Table 6 - 1.

Table 6 – 1 Contract Data Requirements List (CDRL) Deliverables (Concluded)

CDRL Reference Number	Title	SOW Reference
A001	Program Plan	As Required
A002	Monthly Status Report	15 th of Month
A003	Maintain and Expand the OpSTAR Distribution Network	15 th of Month
A004	Customize COTS products or design/develop OpSTAR modules	As Required
A005	Develop and Maintain Database(s)	As Required
A006	Disaster and Recovery Plan	As Required
A007	Administer OpSTAR Distribution Network	Daily
A008	Manage Training Device(s)	As Required
A009	Manage Designated Training Support Equipment	As Required
A010	Maintenance and Training for Existing Training Device(s)	As Required
A012	Document Management	As Required
A013	BPI/BPR Studies and Implementation Support	As Required
A014	User Assistance/Technical Support for the OpSTAR Network	As Required
A015	Operation and Maintenance (O&M)	As Required
A016	Classroom and Other Instruction	As Funded

7.0 Security

The contractor will have access to certain information or classified materials at the Law Enforcement Sensitive, Confidential and/or Secret levels. This contract will further expose the contractor to tactics, procedures, and other information, which, if disseminated, would potentially have an adverse impact on issues of national concern. The contractor shall be responsible for safeguarding this information/classified material and ensuring that its personnel adhere to all the applicable security procedures, regulations and policy.

7.1 Background Investigation

CBP will conduct a background investigation (BI) of all contractor personnel who are assigned responsibilities, which exclusively support the requirements of this contract. No contractor employee will be granted access to any CBP facility, system, or information until the provisional BI is authorized and CBP is satisfied as to the character and trustworthiness of the candidate. The government reserves its right to reject any prospective contractor personnel as unacceptable without disclosing the results of the BI. The contractor's personnel will be required to provide such personal information and proof of identity prior as is necessary to initiate a thorough BI.

7.2 Classified Security Clearance

The highest security classification for work under this delivery order is SECRET. Provisions of DD Form 254 (Contract Security Classification Specification) apply. Access to CONFIDENTIAL or SECRET documents and discussions will be required for the performance of this task. CONFIDENTIAL or SECRET documents will not be generated or delivered under this task order. All data or documentation supplied to the contractor by the government or generated under this task order shall be protected as sensitive information as defined under Public Law 100-235-Jan. 8, 1988.

Award of this contract requires contractor and/or subcontractor personnel employed in this effort possess, at a minimum, a classified security clearance level of SECRET. Upon receipt of the DD Form 254, the contractor shall ensure personnel assigned to this task order possess appropriate security clearances.

7.3 Control/Storage of Information:

It is the responsibility of the contractor to safeguard any and all information exposed to during the execution of this contract. The contractor shall comply with the CBP administrative, physical and technical security controls to ensure that the government's security requirements are met. During the course of this contract, the contractor shall not use, disclose, or reproduce data, which bears a

restrictive legend, other than as required in the performance of this order. The contractor will **not** be required nor permitted to store any classified materials.

8.0 Period of Performance

Task Order Period of Performance: The Base Period will be from January 01, 2009 through December 31, 2009. There will be four (4) one year option periods (if exercised). Note: The Task Order will be for five (5) years if the government exercises all its options.

9.0 Other Special Requirements

9.1 Non-Disclosure of Information

Any information made available to the contractor by the government shall be used only for the purpose of carrying out the provisions of this order and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the order.

9.2 Intellectual Property Rights

All products, software, and documents developed by the contractor shall become the property of CBP.

9.3 Conflict of Interest Avoidance Information

The contractor shall notify the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR) in writing of any potential conflicts of interest through their performance on the resulting Task Order.

9.3 Special Considerations

In interactions and dealings with other contractors/subcontractors, contractor personnel shall perform work for planning and liaison purposes only. Contractor personnel shall **not** provide direction or otherwise interject themselves into government-contractor/subcontractor relationships. Correspondingly, contractor personnel supporting this SOW shall not be under the supervision of government personnel.

DELIVERIES OR PERFORMANCE

Deliverables under this SOW are listed in Table 6 - 1.

Table 6 – 1 Contract Data Requirements List (CDRL) Deliverables (Concluded)

<u>CDRL Reference Number</u>	<u>Title</u>	<u>Delivery Date</u>
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Special Contract Requirements

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The contractor shall notify the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR) in writing of any potential conflicts of interest through their performance on the resulting Task Order.

The Contracting Officer is as follows:

April Jennings, Contracting Officer
US Dept. of Homeland Security – CBP/ Air and Marine
1300 Pennsylvania Avenue, NW
Washington, DC 20229

The Contracting Specialist is as follows:

(b) (6), Contract Specialist
US Dept. of Homeland Security – CBP/ Air and Marine
1300 Pennsylvania Avenue, NW
Washington, DC 20229
(202) (b) (6)

The Contracting Officer's Technical Representative (COTR) is as follows:

(b) (6)
National Air Training Center – OKC
U.S. Customs and Border Protection
5020 S. Meridian Avenue
Oklahoma City, OK 73119

Interactions and dealings with other contractors/subcontractors, contractor personnel shall be to perform work for planning and liaison purposes only. Contractor personnel shall **not** provide direction or otherwise interject themselves into government-contractor/subcontractor relationships. Correspondingly, contractor personnel supporting this SOW will not be under the supervision of government personnel.

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Key Personnel

- 1) (b) (4); (b) (6)
- 2) (b) (4); (b) (6)

Government Furnished Equipment - Required Equipment

Government Furnished Equipment/Material (GFE/GFM)

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- c. One government-furnished "Class A" telephone per person;
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Contractor Purchased Equipment/Material

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Part I: Contract Clauses

- FAR 52.202-1 Definitions
(hereby incorporated by reference)
- FAR 52.203-5 Covenant Against Contingent Fees
(hereby incorporated by reference)
- FAR 52.203-7 Anti-Kickback Procedures
(hereby incorporated by reference)
- FAR 52.203-13 Contractor Code of Business Ethics and Conduct
(hereby incorporated by reference)
- FAR 52.217-5 Evaluation of Options
(hereby incorporated by reference)
- FAR 52.217-8 Option to Extend Services
(hereby incorporated by reference)
- FAR 52.223.13 Certification of Toxic Chemical Release Reporting
(hereby incorporated by reference)
- FAR 52.227-7 Patents-Notice of Government License
(hereby incorporated by reference)
- FAR 52.227-11 Patent Rights-Ownership by the Contractor
(hereby incorporated by reference)
- FAR 52.227-13 Patent Rights-Ownership by the Government.
(hereby incorporated by reference)
- FAR 52.227-14 Rights in Data – General
(hereby incorporated by reference)
- FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software.
(hereby incorporated by reference)
- FAR 52.227-18 Rights in Data – Existing Works
(hereby incorporated by reference)
- FAR 52.232-2 Payments under Fixed Price Research and Development Contracts.
(hereby incorporated by reference)
- FAR 52.233-3 Protest After Award
(hereby incorporated by reference)
- FAR 52.233-4 Applicable Law for Breach of Contract Claim
(hereby incorporated by reference)
- FAR 52.239-1 Privacy or Security Safeguards (hereby incorporated by reference)
- FAR 52.245-1 Government Property
(hereby incorporated by reference)
- FAR 52.247-25 Government Furnished Equipment with or without Operators
(hereby incorporated by reference)
- FAR 52.249-2 Termination for Convenience of the Government (Fixed Price)
(hereby incorporated by reference)

FAR 52.216-24 Limitation of Government Liability

Sec. 52.216-24 Limitation of Government Liability.

As prescribed in 16.603-4(b)(2), insert the following clause in solicitations and contracts when a letter contract is contemplated:

Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding ---- dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is ---- dollars.

(End of clause)

Section I: Contract Clauses
FAR 52.232-2 Service of Protest

OpStar Web-Based initiative and Infrastructure

Sec. 52.232-2 Payments Under Fixed-Price Research and Development Contracts.

As prescribed in 32.111(a)(2), insert the following clause, as appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price research and development contract is contemplated:

Payments Under Fixed-Price Research and Development Contracts (APR 1984)

The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for work delivered or rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

FAR 52.252-3 Alteration in Solicitation
[62 FR 64929, Dec. 9, 1997]

Sec. 52.252-3 Alterations in Solicitation.

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows:

(End of provision)

FAR 52.252-4 Alteration in Contract

Sec. 52.252-4 Alterations in Contract.

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

(End of clause)