

Enterprise Services Center (ESC)

AMK-260 CUSTOMER SERVICE CENTER SUPPORT



PERFORMANCE WORK STATEMENT (PWS)

Attachment 1

Enterprise Services Center
6500 South MacArthur Boulevard
Oklahoma City, OK 73125

February 16, 2021

V2.0



ESC Performance Work
Statement (PWS)
Customer Service Center Support
Contract

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1 INTRODUCTION AND OVERVIEW

1.1 Introduction

The Mike Monroney Aeronautical Center (MMAC) is a major organizational complex representing the Federal Aviation Administration (FAA), Department of Transportation (DOT), and other Federal agencies. The Aeronautical Center supports the safe and efficient operation of national and international aviation systems and provides competitive business solutions for its customers.

The Enterprise Services Center (ESC) is an organization located at MMAC. ESC operates as a Federal Financial Shared Service Provider; one of four federal financial management Centers of Excellence as designated by the Office of Management and Budget (OMB) to provide integrated business services and solutions to the Federal Government. ESC operates under a “fee-for-service” principle, which encourages business-like decisions creating more cost awareness and increased customer focus.

In furtherance of its Shared Service Provider designation, ESC focuses on external sales to the federal government market and improving internal operations. ESC actively pursues new business in support of the Government’s initiative for cross-agency servicing using Shared Service Providers, thereby realizing economies of scale. ESC consists of the AMK-1 Director, AMK-10 Enterprise Business Office, AMK-20 Business & Resource Support Office, AMK-200 the Information & Digital Services (I&DS) Division, and AMK-300 Financial Services (FS) Division.

AMK-200 the Information & Digital Services (I&DS) Division provides information technology life cycle management in support of the ESC service portfolio, to include support to financial services and all aspects of technology and media services. The activities augment and amplify the business processes of local and national federal missions at departmental and agency levels supported by the Office of Management and Budget (OMB) Shared Service Provider (SSP) and General Services Administration (GSA) designations that the ESC maintains. Within the AMK-200 Organizational chart is AMK-260 Customer Service Center (CSC) Branch.

1.2 Background

AMK-260 Customer Service Center (CSC) Branch consists of three sections:

- AMK-261 Service Desk & Remote Support Section;
- AMK-262 Desk Side Support & Implementation Section;
- AMK-263 Media & Print Solution Section.

These service areas have a requirement for technical support to provide the following services for the MMAC, FAA, DOT, and other Federal Agencies:

- Level 1 Service Desk Support (Attachment 2)
- Level 1 Production Control & System Monitoring (Attachment 2)



- Level 2 Computer Deployment Support for existing employees (Attachment 3)
- Asset and Quality Management Services (Attachment 3)
- Scanner Support (Attachment 4)

Labor categories include, but are not limited to the following: Project Manager (PM) and Alternate Project Manager (APM), Computer Operators I-V, General Clerks I-III, Administrative Assistant, and Personal Computer Support Technicians.

1.3 Labor Hour Fully Burdened Labor Rates

Task Statement of Work (TSOW) orders will be issued using the labor categories and rates identified in Section B. The fully burdened hourly rates identified in Section B will apply to all labor hours. The fully burdened labor rates must include all direct labor, indirect costs applicable to that direct labor (such as fringe, overhead, G&A, contract deliverables, and adequate Program Management/Supervisory coverage), and profit. These fully burdened rates will apply to all labor hours regardless of whether the labor hour is expended by the Contractor or its Subcontractor(s).

1.4 Performance of Work

The Contractor must provide all personnel, management, supervision, and other items or services necessary to perform services as identified in the Performance Work Statement (PWS) and individual Task Performance Work Statements (TPWS) and Task Statements of Work (TSOW) attached to the resulting contract (see Attachments 2 - 4). The Contractor must implement and manage all services listed in this PWS and in each TPWS/TSOW.

The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This Performance-Based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints.

Services must be performed at MMAC, Oklahoma City, Oklahoma unless otherwise mutually agreed upon between the Government and the Contractor.

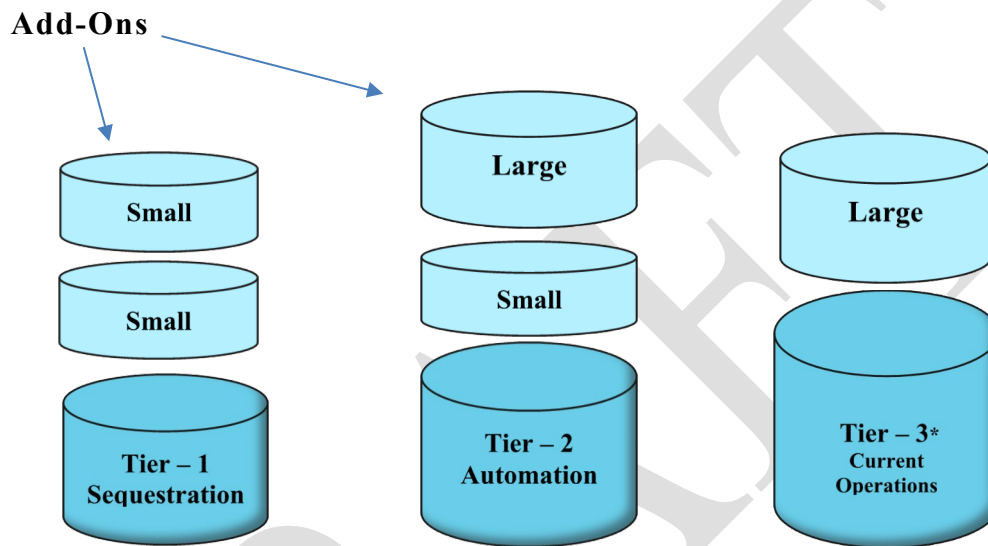
1.5 Tiers*

When necessary, performance-based tasks will have a predominantly firm-fixed pricing methodology, which is broken down into levels of services known as Tiers. Tiers are stand-alone (not cumulative), while add-ons are identified as Small or Large and the Government can use as many as necessary



(cumulative). Add-on must be accompanied by a tier, they will not stand alone.

Below is an example of how this predominately firm-fixed priced requirement shall be utilized. As a “fee-for-service” agency, Small and Large add-ons allow both the Contractor and ESC the flexibility to manage workload fluctuations.



** Tiers and pricing schedules may vary, depending on the task*

1.6 Definitions

Computer Based Training (CBT). Training done via computers, web based, packaged and hosted videos. Advantages are less expensive to deliver than Facility Led Training (FLT), less labor (no instructor), greater productivity because representatives are not off the phones for long periods of time, and can be delivered to a representatives’ desktop eliminating the need for a classroom. Limitations are that CBT does not provide human reinforcement, it’s not as effective for soft skills training, and there is a lack of group interaction.

Contracting Officer (CO). The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the CO to a technical representative, the CO is the only individual with the authority to direct the work of the Contractor.



Contracting Officer's Representative (COR). The Government representative responsible for technical content of the contract and any subsequent task(s). This person will be responsible for monitoring Contractor's performance and will be involved with modifications or changes to the contract or Statement of Work, Program Reviews, and overall Contractor's performance.

ISSO. Information Systems Security Officer.

MMAC Program Manager. The Government representative responsible for managing the contract at a high level. For example, involved with modifications or changes to the contract or Performance Work Statement, Program Reviews, and overall contractor's performance.

2 GENERAL REQUIREMENTS

2.1 Government/Contractor Relationship

The services to be delivered by the Contractor to the Government are non-personal services. No employer-employee relationship shall exist between the Government and the Contractor and/or between the Government and the Contractor's employees.

2.2 Contractor Employee Supervision

Contractor shall designate appropriate and sufficient supervisory personnel to meet task outcomes. The Contractor shall provide day-to-day supervision of all contract personnel including, but not limited to, work assignments, performance monitoring, payroll records, leave approval, and monitoring, etc. FAA will provide, as needed by the Contractor, limited assistance in the form of technical and policy guidance through the assigned COR.

2.3 Transition Phase-In/Phase-Out

2.3.1 Phase-In Plan

Services under this contract are vital to the Government and must be continued without interruption; therefore, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to:

- Furnish, as part of its technical proposal, a Phase-In Plan.
- Exercise its best efforts and cooperation to effect an orderly and efficient transition.

To ensure a smooth transition in the change of work effort from the current Contractor, the Contractor shall begin the 30-day Phase-In period as required by the SIR/contract. The purpose of this Phase-In is to:

- Observe work accomplished by current employees.



- Complete personnel requirements (work force) including the hiring of personnel to assure satisfactory performance beginning on the contract start date. Soliciting personnel for employment during their duty hours is prohibited, unless interview arrangements are coordinated through the Government CO and the incumbent's personnel office.
- Obtain security clearances, if required.
- Complete training requirements and accomplish necessary training of Contractor employees.
- Complete the development of necessary work plans/procedures.
- Complete the development of quality control plans and procedures.

The Contractor will use this time for staffing and implementing those operating procedures under the contract described in the required Phase-In Plan. The Contractor shall be allowed access to the facilities to familiarize supervisors, key personnel and staff with equipment, reporting, work scheduling and procedures. However, such access will not interfere with the production efforts of current Contractor personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the CO.

2.3.2 Phase-Out

Should the Government award a follow-on contract to this effort; the Contractor agrees to cooperate with the Government and the follow-on Contractor to insure a smooth transition to the new contract. During the phase-out familiarization period, the incumbent shall be fully responsible for all current task order services. In the event the follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to permit an orderly change over to the successful Contractor. With regard to the successor Contractor's access to incumbent employees, a recruitment notice may be placed in each facility. At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may be awarded to another Contractor. The Contractor in place shall be required to assist in the phase-in activities.



2.4 Period of Performance

The contract must cover a base period from on our about* April 1, 2022 to March 31, 2023, with four (4) one-year option periods:

- Option 1 April 1, 2023 to March 31, 2024
- Option 2 April 1, 2024 to March 31, 2025
- Option 3 April 1, 2025 to March 31, 2026
- Option 4 April 1, 2026 to March 31, 2027

****Dates are estimated. Actual contract dates shall be established in the award.***

2.5 Place of Performance

The contract is to be performed primarily at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Blvd, Oklahoma City, Oklahoma, unless otherwise mutually agreed upon between the Government and the Contractor. Should the successful Contractor's proposal include provisions for Contractor personnel to work at a location other than the MMAC, the Contractor's pricing shall include all proposed costs relative to Contractor personnel working at the off-site facility.

All functions listed within this PWS must be located in the fifty United States or the District of Columbia, unless otherwise approved by the FAA.

2.6 Observance of Legal Holidays and Administrative Leave

Generally, the Contractor shall not be required to work nor will payment be made by the Government for holidays and administrative leave.

If the Task Order is Firm-Fixed Priced, any exceptions where Contractor support may be required during holidays, administrative leave, and facility closure shall be identified by the COR and negotiated by the CO if/when applicable.

If the Task Order is Labor-Hour, then the level of effort shall be negotiated by the CO and the Contractor. The Contractor shall be responsible for paying their employees in accordance with the applicable Department of Labor wage determinations, to include overtime, at all times.

The Government observes only the holidays listed below:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January
- c. Washington's Birthday, the third Monday in February
- d. Memorial Day, the last Monday in May



- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veteran's Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25
- k. Any other day designated by Federal statute, executive order, or presidential proclamation.
- l. Local determinations relating to adverse weather conditions, national emergencies, energy conservation, MMAC/Organizational determinations, etc., may require the Center to close. During such periods of closure, when Contractor employees are not permitted to work, the following conditions shall apply:
 - 1. For Firm-Fixed Price Task Orders, the Contractor may be asked to telecommute by the COR/CO;
 - 2. For Labor-Hour Task Orders, the Contractor shall not be allowed to work nor will the Contractor be compensated unless continuation of the work (via telecommute; alternative location(s); etc.) is identified by the COR and authorized by the CO.

When any such day falls on Saturday, the preceding Friday is observed and when any such day falls on Sunday, the following Monday is observed.

NOTE: Legal Holidays and Administrative Leave only apply to Level II Computer Deployment support personnel. All Level I services are required 24x7x365/366, including all Legal Holidays and during periods of Administrative Leave.

2.7 Hours of Operation

Refer to individual Task Performance Work Statements (TPWS)/Task Statement of Work (TSOW) for information about operating hours.

2.8 Telework

Telework is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (e.g., home, telework center, etc.). The Government may request that the Contractor implement Telework procedures under certain conditions, therefore the Contractor must have established Telework Agreements in place with their employees. Upon award, the Contractor telework agreement must be submitted to the FAA CO for review and documentation of compliance with Government safety and property guidelines. The Contractor telework agreement should be submitted annually to incorporate updates as necessary. The Contractor is responsible for



their employees, labor hours, assignments, internet connectivity, and government property while in telework status.

Unscheduled telework is when a manager approves a request to telework from a telework-ready employee on a non-telework day due to emergency related conditions (e.g., inclement weather, pandemics, building closures, or other agency announced emergencies). The process for requesting unscheduled telework of Contractor employees is as follows:

- The Government request will be coordinated with the CO and the Contractor PM.
- The request will identify the unscheduled telework condition (e.g., inclement weather, pandemics, building closures or other agency announced emergencies),
- The request will identify what Contractor labor category is eligible for telework. (NOTE: FAA defines eligible positions/assignments as those which require/have equipment and access to work off-site, with instructions for documenting assignments).
- The COR will identify tasks and approve the deliveries for the specific telework date, time and tasks.

In furtherance of Continuity of Operations Planning (COOP), a telework program may be enacted to ensure the Government's mission-critical operations stay operational during times of National Emergency or Incidents of National Significance. If applicable, prior to task award, the COR(s) must identify to the Contractor that the task requires a continuity of critical services and at what level those services must be delivered. This Mission-Critical task shall include a filled out AMS Clause 3.2.1.5-4 "Continuity of Services – Mission Critical Contracts."

All scheduled or unscheduled telework will be at no additional cost to the Government.

2.9 Travel

The Contractor may be required to travel in management of the contract, for formal FAA specific training, and/or performance of work under the contract. The Contractor shall coordinate travel with the COR and obtain prior authorization for travel from the CO prior to incurring any travel costs. A proposal showing a complete breakdown of all estimated travel charges shall be provided to the CO at no additional cost to the Government. If accepted, the CO will provide a written authorization to the Contractor to proceed with travel provided travel funds are available on the individual task order. The Contractor is responsible for arranging all required travel. Allowable reimbursements on travel costs shall be in accordance with AMS Clause 3.3.2-2 "Reimbursement of Travel and Subsistence."

2.10 Training

The Contractor shall provide qualified employees to meet the tasks set forth with in each TPWS/TSOW, and shall have an ongoing training program, and shall be responsible for Contractor employees acquiring the knowledge and skills necessary to support new



technology. The Contractor shall provide verification to the Government that all employees receive necessary training through a Training Report (CDRL A004) provided to the COR(s). When advantageous to the Government, training may be provided by the Government at no cost to the Contractor if the training course is not commercially available. This training shall be included in labor hour task order amounts and may fall into one of the following categories:

- Unique to the FAA - The Government is providing training exclusively for tasks that are required to be performed at FAA facilities (e.g., on-the-job training to each Contractor employee or a train-the-trainer, as required to fulfill additional requirements such as new Customer Provider Agreements (CPAs)/SLAs, changes to CPAs/SLAs, service desk software, agency policies, security issues, software upgrades, etc.). In these instances, the employees training shall be included within the task order; or
- Directed/Mandated by the Government - The class is directed/mandated by Government regulation, FAA Administrator (AOA-1), or an FAA Security Element. This training shall be included within the task order.

Prior to attending any FAA-sponsored training, all support Contractors are required to submit the "Support Contractor Authorization – FAA Sponsored Training" form to the COR with final approval by the CO. Reimbursement of Government-paid training costs may be required if a Contractor employee does not remain in the position for one (1) year from the date of training.

2.11 Strike Contingency Plan (SCP)

The contractor shall develop a SCP to ensure continuity of operations in the event of a strike by contractor personnel. Contractor services under SCP shall be at no additional cost to the Government. Two copies of the contractor's final SCP shall be provided to the CO and MMAC PM for approval not later than two weeks after contract award. Any changes to the SCP shall be provided in writing to the CO within five days prior to the effective date of the change.

2.12 Monthly Progress Report

The contractor shall prepare and submit a monthly progress report in accordance with CDRL A004, Monthly Progress Report, for every active task order, describing the progress achieved during the past month, plans for the forthcoming month, any anticipated problems, and any action required by the Government.

For Firm-Fixed Price Task Orders, these reports shall include monthly and cumulative monthly rates, and extended dollar invoiced to date.

For Labor-Hour Task Order, these reports shall include monthly and cumulative labor hours, associated labor rates, and extended dollar expenditures.



The Contractor is required to submit the monthly progress report on the fifteenth business day of the following month, allowing customers to review Contractor performance in a timely manner without delaying prompt payment of invoices. An approval of a monthly progress report by the customer agency is considered an acceptance of the Contractor's performance, including expenditures, for the month.

2.13 Invoicing

All invoices submitted under the resulting contract must be reviewed and approved by the CO and COR for payment. Invoices should be submitted within 30 calendar days from the last day of the month to be invoiced and should track costs at the CLIN and task level to provide auditable details for payment approval. An invoice report shall be submitted by task to the CO, applicable COR and the MMAC PM, pursuant to CDRL A007 (Contract Invoicing and Payment Report).

2.14 Contractor Program/Project Manager & Alternate

The Contractor shall assign a Project Manager (PM) and Alternate Project Manager (APM) who shall be responsible for the performance of the work specified in accordance with the terms and conditions of the contract. The PM/APM shall have full authority to act on behalf of the contractor for all issues pertaining to contract administration of the contract. The PM/APM is considered Key Personnel as addressed in AMS 3.8.2-17. The PM/APM shall be available during core hours (9:30 am – 2:30 pm CT business days) within three business days of the request to meet with Government personnel designated as the Contracting Officer (CO), MMAC Program Manager, and/or Contracting Officer's Representative (COR). The PM/APM must be able to read, write, speak and understand English.

The PM/APM shall at a minimum have a Bachelor's degree, successfully completed 24 hours of college level management or business courses, and have a minimum of five (5) years of project management or managerial experience in either private industry or the Government. The PM/APM shall also possess the following qualifications:

- Be highly experienced in management of projects of the magnitude of this contract.
- Have a working knowledge of Government logistics operations.
- Possess effective management, organization, and problem solving skills.

The Contractor PM/APM shall be responsible for the following:

- Managing the program for the Contractor.
- Being the primary point of contact for the CO, COR or MMAC PM to resolve problems under the contract.
- Designating a contractor representative as acting PM whenever absent and providing adequate notifications to the CO and COR.
- Ensuring all CDRL reports and other deliverables are delivered timely.
- Attending meetings pertaining to contract performance as required by the CO.



- Maintaining appropriate staffing levels and IAW Section 4, Technical Requirements, filling vacancies within the specified timeframes.

2.15 Removal of Contractor Personnel

The Government may withdraw a previously issued approval or assignment of Contractor personnel to this contract and request that the individual be removed from the contract based upon the individual not meeting Government expectations or requirements for personal, professional, or performance standards. Requests for removal will be initiated by the COR, reviewed for validity/approved by the CO and negotiated with the PM unless removal is due to a security violation that requires immediate removal from the Government facility.

2.16 Employee Appearance

Contract employees shall be well groomed and dress in a neat, clean, professional manner which reflects a positive image to the public and does not detract from the professional image of the Government. The workplace dress is business casual, excluding Fridays, which are considered casual. Examples of business casual attire include casual slacks (e.g. khakis, corduroys), dress slacks, dresses, skirts, blouses, and dress shirts, casual shirts with collars or banded necks or sweaters. Shoes shall be neat and clean. Hair color/hairstyle, makeup should be natural in its appearance and should not be disruptive in a professional environment.

2.17 Leave Management

The Contractor shall maintain adequate staffing levels in order to ensure performance and delivery requirements are met. The Contractor shall manage leave usage to ensure FAA requirements will not be impacted by significant unplanned leave usage.

2.18 Off-Site Space Requirements

In the event that I&DS declares a Continuity of Operations (COOP) situation, the Contractor shall provide (with approval and authorization from the CO) the required climate controlled space conducive to continuing the performance of the task at hand including the following:

- All utilities, telephones, janitorial services, high speed internet, etc.
- Office equipment/furnishing(s) and supplies.

The Government will provide laptops, headsets and associated hardware and software as well as the connectivity solution to the MMAC network. With the direction and assistance of the Government representative(s), the Contractor shall provide the appropriate network connectivity as required for information systems access.



2.19 Productive Year for Over & Above Requirements

For Labor hour tasks, the amount of man years of effort for different labor categories needed to accomplish a given task, the total number of direct productive labor hours in a work year (otherwise known as a man year of effort) is considered to be 1920.

2.20 Contract Management Information Management (CMIS) Tool

All contract employees providing services under this contract are required to enter their hours into the ESC CMIS system on a daily basis in order for ESC to accurately track labor costs per project, and provide a baseline for future budget projections. The Contract Project Manager will receive direction on how to access and enter information into CMIS and will assure their staff is weekly entering accurate data. The appropriate project and task codes must be utilized for this project

2.21 Inspection and Acceptance Criteria

The cognizant COR will monitor the contractor's efforts at specific stages of task accomplishment IAW the requirements listed in the individual TPWS/TSOW.'

3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1 General

In the event that the contractor decides to propose work at the MMAC, the Government shall provide, without cost, the facilities, equipment, materials and services listed below. The Government-furnished property and services provided as part of this effort shall be used by the Contractor only to perform under the terms of the resulting contract. No expectation of personal privacy or ownership using any FAA electronic information or communication equipment shall be expected.

If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for providing all of the PC Systems (e.g. desktop, tower, workstation, laptop, and tablets), equipment, facilities, materials and services necessary to access the FAA infrastructure. PC Systems shall also be compliant with FAA established standards (e.g. imaged, updated, and scanned).

3.2 Facilities and Utilities

In the event that the contractor decides to propose work at the MMAC, the Government shall provide facilities at the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma 73169, or other local Government leased/owned facilities, including all utilities, telephone, janitorial services and furniture for Contractor employees performing on tasks unless otherwise noted in the individual task order.



If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for all facilities, including all utilities, telephone, janitorial services and furniture contractors need to perform each task order. Telephone systems must be coordinated with the FAA infrastructure to provide internal FAA and external non-FAA customers a seamless transition.

3.3 Government Furnished Property

In the event that the contractor decides to propose work at the MMAC, the items described in the following paragraphs shall be considered Government furnished property.

The Contractor will be required to provide property management controls to ensure optimum utilization and security. The FAA retains property management authority for all items provided, as well as, sole discretion in the placement, movement and removal of all property provided to the Contractor. The Contractor must not remove, relocate, or re-assign Government furnished property without prior approval of the COR. Contractor shall optimize their use of Government furnished property provided. The Contractor shall comply with associated FAA property clauses and contract requirements, including submission of an annual report pursuant to CDRL A009 (GFP Report).

If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for providing all of the PC Systems (e.g. desktop, tower, workstation, laptop, and tablets), equipment, facilities, materials and services necessary to access the FAA infrastructure. PC Systems shall also be compliant with FAA established standards (e.g. imaged, updated, and scanned).

3.3.1 Office Furniture

In the event that the contractor decides to propose work at the MMAC, the Government shall provide workstations, desks, chairs, filing cabinetry, telephones, and headsets for Contractor personnel comparable to those provided to Government personnel. Any furnishings provided are at the sole discretion of the Government (e.g., type, model, style, etc.).

If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for providing all of the equipment listed above.

3.3.2 General Supplies

The Contractor is responsible for providing their general office supplies. Company specific supplies and materials required by the Contractor, (e.g., pre-printed stationary, business cards, and timecards) will not be supplied by the Government. It is at the Government's discretion to provide general office supplies in support of contract requirements.



In the event that the contractor decides to propose work at the MMAC, the Government shall provide the appropriate supplies needed (e.g., toner, ink cartridges, etc.) for Government furnished equipment.

If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for providing all of the equipment listed above.

3.3.3 Computer Hardware and Software

In the event that the contractor decides to propose work at the MMAC, the Government will maintain and distribute all computer equipment and software typically required to fulfill requirements as requested by the Government under this contract, subject to availability, and based on workload priorities. The Contractor will be required to implement and manage property management controls or procedures including conducting property audits two times per year for all loaned Government property. The outcomes of these audits will be provided to the COR and the responsible government Property Custodian. Before Government equipment can be provided, the Contractor Project Manager or designee must sign the appropriate Government property documents.

The Government shall provide the following:

- A suitable working environment (i.e., office furniture and administrative supplies).
- Pagers, headsets, cell phones and maintenance agreements for such equipment when determined to be applicable by the COR. The Government will replace items that are determined to be beyond economical repair by the COR unless the damage or loss is due to Contractor negligence.
- A Personal Computer (PC) and/or a laptop (under certain conditions if approved by the COR) with access to an appropriate host computer and auxiliary hardware and software required in the performance of this contract.
- Government Furnished Property (GFP) will be identified on each individual task as required. The respective COR will identify and make available required Government property in accordance with contract requirements. In furtherance of this, the COR will initiate, process and maintain source documents, perform inventory verification, and validate the Contractor's annual property report. The Contractor shall be directly responsible and accountable for all Government property provided under this contract, including property in the possession or control of a subcontractor. The Contractor shall comply with associated Federal Aviation Administration (FAA) property clauses and contract requirements, including submission of an annual report pursuant to CDRL A009 (Government Furnished Property Report).



Contractor personnel shall not install, uninstall, move, or make modifications to any hardware or software on computers designated for Contractor individual use located at the MMAC without prior approval from the COR and in coordination with the cognizant government Property Custodian.

The contractor is responsible for the computer hardware and software required by the Contractor management and administrative personnel.

3.4 FAA Computer Network

All Internet and electronic media access accomplished by Contractor employees (utilizing Government-furnished equipment) shall be for official Government business and in support of task requirements. Use of computer systems for personal use is prohibited.

All e-mail access and use by Contractor employees shall be in support of the individual's official duties and task responsibilities. All information created, transmitted, received, obtained, accessed, or in any way captured electronically using FAA e-mail systems is the property of the Government.

If the contractor proposes that this requirement shall be fulfilled off-site, the contractor shall be responsible for providing all of the equipment listed above.

3.5 Canvassing, Soliciting, or Selling

Contractor employees must not engage in private activities for personal gain or any other unauthorized purpose while on Government-owned or leased property, nor may Government time or equipment be utilized for these purposes.

3.6 Use of FAA-Provided Vehicles

The FAA has commuter vehicles accessible for mission requirements. The vehicles will be available for use by Level 2 Computer Deployment Support and Contractor personnel performing in support of deployment support tasks under the contract. The commuter vehicles are available to government and contract personnel in order to expedite the customer support process when the mission requires performance of assignment at the customer's work site. When this transportation is provided, Contractor personnel shall follow all related FAA Policy and policy of the Sponsoring organization (ESC). The applicable FAA policy will be identified in the FAA eLMS Low Speed Vehicle Course (FAA30050015). ESC policy is located at the AMC/ESC KSN website. Updates to the applicable policy for the Sponsoring organization will be included on the annual contract document for each option year. **FAA-provided vehicles are to be used for official government business only.**

The following conditions must be met in order for Contractor personnel to drive FAA commuter vehicles:



- The Sponsoring organization must identify the type of vehicle (commuter, or automobile/truck), owner of the vehicle, value of the vehicle, and method of tracking (i.e. FAA AITS). The vehicles available by the Sponsoring organization will be identified on the individual orders of the Sponsoring organization.
- The Sponsoring organization must document the policy/rules for use of the vehicles, provide a copy to the CO, and maintain a copy in the organization's KSN website.
- The CO will coordinate the policy/rules with the Contractor PM who will be responsible for ensuring the employees have been made aware of the current applicable policy.
- IAW ESC-OSH-OC-8.1.1 OSH Hazard Operational Control Document, ESC requires all FTEs and Contractors to complete the mandatory eLMS FAA 30050015 MMAC Low Speed Vehicle Operators Training Course, which applies to the commuter vehicles used on site by employees working in Level 2 Computer Deployment Support.
- The Contractor employee must have and properly display a DOT/FAA identification badge/card whenever driving a FAA-provided vehicle.
- The Contractor employee must have a valid motor vehicle operator's license or permit on her/his person whenever driving a FAA-provided vehicle.

3.7 Misuse of FAA-Provided Vehicles

Misuse of FAA-provided vehicles by Contractor personnel will result in a determination as to appropriate corrective action for each infraction. Depending upon the nature and severity of the infraction, corrective actions can range from loss of driving privileges to a recommendation to the CO for removal of Contractor personnel. Further, these determinations are not subject to appeal. Lastly, these provisions do not preclude the imposition of any applicable civil or criminal penalty resultant from an infraction.

3.8 Government Property Physical Security

The contractor shall be responsible for safeguarding all Government property for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

3.9 Conservation of Utilities

The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the contractor or by contractor employees unless authorized.



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- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Computer equipment shall be powered down during off hours, unless otherwise coordinated with the COR.

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4 PERFORMANCE REQUIREMENTS

4.1 Over and Above (O&A)

When authorized, the contractor shall provide qualified personnel to satisfy specific tasks (e.g., special projects; remote call centers; etc.) that require work on an “as needed” basis provided such requirements are within scope of the contract. All functions within AMK-260, Customer Service Center Branch, shall be considered within the Scope of this requirement. These tasks may be fixed price or labor hour using pre-negotiated skill categories (Reference attachment 5 – Job Descriptions). The Government reserves the right to award a task(s) to another vendor based on the criticality of the task and/or if it is in the best interest of the Government.

4.2 Technical Requirements for O&A Tasks

The Contractor shall be poised to provide staffing within thirty (30) business days of issuance of new task orders written under the Over and Above CLIN. For existing O&A Tasks, the Contractor will notify the COR immediately when potential vacancies are identified to the Contractor. At that time the COR will advise the Contractor in writing whether the pending vacancy should or should not be filled. Vacancies on existing O&A tasks shall be filled within thirty (30) business days after COR notification. If the Contractor is unable to fill vacancies within the required timeframe, the Contractor shall provide a written statement to the MMAC PM and COR(s) stating the reason(s) for not meeting the placement criteria with stated corrective actions to timely meet future employee placements (Monthly Progress Report, CDRL A003).

5 PERFORMANCE MONITORING

5.1 Quality Control Requirements

ESC has historically established Service Level Agreements (SLA) with their customers reflecting minimum acceptable performance levels allowed for services provided. These performance levels will be identified in the tasks issued hereunder in furtherance of said agreements.

5.2 Quality Control Plan (QCP)

The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The Contractor Quality Control Plan (QCP) will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction and other customer performance within the PWS and TPWS/TSOW. The Contractor shall include an initial QCP with their proposal. After award, the CO will notify the Contractor of acceptance or required modifications to the plan. The Contractor shall make appropriate modifications at no additional cost to the Government and obtain acceptance of the QCP by



the CO before the start of the initial performance period. Pursuant to CDRL A007, Quality Control Plan (QCP), the Contractor shall submit an updated QCP to the CO for approval six months after contract award, assuming the benefit of lessons-learned over the initial six-month period. Thereafter, the plan shall be reviewed, updated, and submitted annually, or as changes occur, for acceptance by the Government. The QCP shall describe the inspection system for the requested services listed in the PWS and shall include the following:

- A description of the Contractor's quality control system. The system shall cover all services, specify work to be inspected on either a scheduled or unscheduled basis, frequency, and describe how inspections are to be conducted.
- The name(s) and qualifications of individual(s) responsible for performing quality control inspections, and the extent of their authority.
- A description of the methods used to record the quality control inspection and corrective actions taken.
- A description of the methods used for identifying and preventing defects in the quality of service performed.
- The approach for filling vacancies in a timely manner, providing qualified personnel and maintaining an ongoing training program to ensure Contractor employees acquire the knowledge and skills necessary for new/emerging technology, managing changes in workload requirements, and providing timely and accurate invoices.

The Contractor shall maintain a file of all scheduled and performed Quality Control inspections, inspection results, and dates and details of corrective actions. The file shall be made available to the CO and MMAC PM upon request.

5.3 Quality Assurance Surveillance Plan (QASP)

The Government will evaluate the Contractor's performance under this contract in accordance with established quality assurance surveillance policies and processes. The Government reserves the right to modify the existing QASP at any time to prevent an increase in discrepancies. The Government shall record all activities. When an observation indicates defective performance, the Government shall notify the Contractor in writing and the Contractor's representative shall acknowledge/investigate the deficiency. The Government's QASP is not a substitute for quality control by the Contractor. All findings of unsatisfactory or non-performed work shall be identified and resolved in accordance with the QCP (as above). Positive or negative performance will be documented in performance reports to the CO.



5.4 Contract/Task Meetings

The Contractor PM or APM shall be required to meet, at the discretion of the CO or MMAC PM during the term of the contract. These meeting minutes shall be documented pursuant to CDRL A006 (Conference Report).

5.5 Contract Review

Quarterly contract review meetings may be coordinated by the government to disseminate information and discuss any contract or operational issues, including task order activity. These program reviews, if conducted, will be at a time and location of the government's choosing. The Contractor shall submit any agenda items to the CO and MMAC PM no later than five days prior to the scheduled contract review. Associated costs with the attendance at these reviews will be at no direct cost to the government.

6 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

6.1 Security Investigations

Contractor personnel shall be required to perform duties requiring a security investigation. The type of investigation required will be determined by the position risk level designation for all duties, functions, and/or tasks performed. The scope of the investigation required and the forms to be completed shall be determined in accordance with FAA Order 1600.72A, Contractor and Industrial Security Program. The Contractor shall be responsible for the preparation and submittal of the required forms to the Security Office. The Contractor personnel shall not be required nor permitted to perform work prior to receipt of the required approval unless a temporary waiver is granted by the appropriate Government official.

Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) must approve designated risk levels for the positions under the contract. Those risk levels are:

Labor Category	Risk Level
Computer Operator, Level I - IV	Moderate Risk
General Clerks, Level I - IV	Low Risk
Personnel Computer Support Technicians	Moderate Risk
Project Manager	Low Risk

The associated costs for these security investigations will be borne by the contractor.

6.2 Security Reporting Requirements

The Contractor shall submit a monthly report providing a listing of the names of all Contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the reporting period. Copies shall be submitted to the CO, Security Office, COR(s) and MMAC PM, pursuant to CDRL A001 (Contract Employee Listing). The Contractor shall also submit a monthly report of any employment changes



made during the reporting period to the CO, Security Office, COR(s), and MMAC PM, pursuant to CDRL A002 (Employee Changes). Examples of such changes are terminations, new hires, and name changes.

7 EMERGENCY SITUATIONS & EXERCISES DURING CONTRACT PERFORMANCE

Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel being subject to the direction and control of Government personnel when performing non-personal contract services in Government facilities.

All contractor personnel at a Government work site or facility during an actual emergency must conform to the procedures posted or directed by Government officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, CORs, etc.

Contractor personnel must participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from evacuations.

Contractor management/site supervisors must ensure that each contractor employee assigned to work in Government facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Contractor management/site supervisors are responsible for accounting for their employees during an actual emergency or exercise, and are subsequently required to report this information to their Contracting Officer Representative (COR) as soon as practical based on the situation. Information on emergency procedures may be requested from the COR or a designated Government contact point at the work site.

When there are disruptions to Government operations at the Mike Monroney Aeronautical Center, contractor management/site supervisor should ensure that all employees are aware of the following methods of obtaining the Center's status:

The Center Status website:

https://employees.faa.gov/org/centers/mmac/employee_services/facility_status/

Status Phone number; (405) 954-0040, and local news channels.



If the Center is OPEN during inclement weather, it's business as usual. Any need for unscheduled leave is between the contractor employee and their contractor management, not the FAA.

When the Center is OPEN with DELAYED ARRIVAL, contractors may allow their employees to arrive at the worksite in accordance with the DELAYED ARRIVAL under which the Center is operating. However, the government will not pay for hours not worked on other than firm-fixed price type contracts and discussions on accounting for time or any other contract type should be between Contractor management/site supervisor and COR or CO.

When the Center is CLOSED, contractor employees should not report to the Center unless they have been informed in advance that they are considered "emergency" employees or their contractor management/site supervisor has provided other direction. The government will not pay for hours not worked on other than firm-fixed price type contracts. Any discussions on accounting for time or any other contract type should be between the contractor management/site supervisor and the COR or CO.

If an alternative duty location is activated that includes contractor employees, all contractor employees will be made aware of that location through their contractor management/site supervisor.

8 PROCESS CHANGING EFFICIENCIES

After contract award, if the Contractor identifies any improvements and/or efficiencies to established procedures or process that would result in a change to the description of work as described within the current PWS and/or TPWS/TSOW, the Contractor may request a formal process change through the submission in pursuant of CDRL A010 (Process Change Request) for approval.

Upon receipt of the Process Change Request, the Government will review the proposed process change and make a determination whether or not to accept the proposed process change for implementation.

For any approved process changes submitted under Firm-Fixed Price Task Orders, the Government shall modify the PWS and/or TPWS prior to implementation of the process change. Any resultant cost savings shall be retained by the Contractor.

For any approved process changes submitted under Labor-Hour Task Orders, the Government shall modify the PWS and/or TSOW prior to implementation of the process change. Any resultant reduction in labor hours or other costs savings shall be mutually agreed upon between the Government and the Contractor.

9 CONTRACT DATA REQUIREMENTS LIST (CDRL)



9.1 CDRL Deliverables

All data deliverables shall be prepared and delivered in accordance with the corresponding CDRL items specified under the contract. CDRL items pertaining to specific work to be performed under task orders issued hereunder should be identified within the task's individual SOW. Although not normally priced separately, the resources to prepare and submit these data items should be included in the proposed price for said task. While the list below constitutes potential reporting requirements that may apply to the basic contract and/or individual task orders, the Government reserves the right to require additional documentation not specified herein depending on the tasking. All data shall be delivered FOB Destination as specified in the CDRL. The contractor shall furnish the CO one copy of the transmittal letter submitting any data requirements to the cognizant task COR and/or MMAC PM.

9.2 List of CDRLs

- A001 – Contract Employee Listing
- A002 – Employee Changes
- A003 – Vacancy Report
- A004 – Monthly Progress Report
- A005 – Training Report
- A006 – Conference Report
- A007 – Contract Invoicing and Payment Report (Task Level)
- A008 – Quality Control Plan (QCP)
- A009 – Government Furnished Property (GFP) Report
- A010 – Process Change Request (PCR)
- A011 –Strike Contingency Plan (SCP)