Performance Work Statement
For the
FAA Academy Instructional Support Services

February 1, 2007

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Table of Contents

1.0	Background	6
2.0	Scope	6
3.0	Applicable Directives	7
4.0	Supervision of Contract Employees	8
5.0	Performance	8
	5.1 Period of Performance	8
	5.2 Location of Work	8
	5.3Normal of Hours Operation	8
	5.4 Saturday and Sunday Activity	8
	5.5 Evening Shift Activity	9
	5.6 Overtime (applicable to Initial AT Training only)	9
	5.7 Observance of Holidays	9
	5.8 Designated U.S. Federal Holidays	9
	5.9 Aeronautical Center Closure/Early Dismissal	9
	5.10 Notification of Center Closure/Early Dismissal	10
6.	Government Furnished Items	10
	6.1 Facilities and Utilities	10
	6.2 FAA Access to Provided Space	10
	6.3 Conservation of Utilities	10
	6.4 Government Furnished Property	10
	6.5 Office Furniture	11
	6.6 Supplies	11
	6.7 Computer Hardware and Software	11
	6.8 FAA Computer Network	11
	6.9 Misuse of FAA Computer Network	11
7.0	Contractor Furnished Items	12
	7.1 Contractor Furnished Computer Equipment	12
	7.2 Contractor Provided Supplies	12
	7.3 Suitability/Safety of Contractor Supplied Items	12
	7.4 Non-reimbursed Property Related Costs	12
8.0	Key Personnel and Staffing	12
	8.1 Support Workforce Requirements	12
	8.2 Minimum Experience/Education Requirements	13
	8.3 Position Descriptions	13
	8.4 Key Personnel Qualifications Review (Program Management & ISD Administration)	13

8.5 Instructor Suitability 13
8.6 Waiver of Experience/Education Requirements 14
8.7 FAA Certification 14

9.0 Prohibited Appointments 14
9.1 Describing Support Requirements 14
9.2 Describing Pseudo-Pilot Support Requirements 14
9.3 Contract Employee Affiliations 14
9.4 Special Security Consideration 15
9.5 Decertification 15
9.6 Unique Technical Training 15
9.7 Certification Training 15
9.8 Required Training for Instructors 16
9.9 Required Training for Other Positions 16
9.10 Removal of Employees 16

10.0 Deliverables 16
10.1 Phase In/Out Requirements 16
10.2 Contractor Quality Control Plan 16
10.3 Activity Tracking 17
10.4 Instructional Systems Design Approach 17
10.5.New Training Materials/Delivery System 17
10.6 Overtime 17
10.7 Travel 17
10.8 Reports 18

11.0 Acceptance of Deliverables 18
11.1 Contractor Quality Control 18
11.2 FAA Quality Surveillance 18
11.2.1 Contract Employee Orientation 18
11.2.2 Instructor Certification 18
11.2.3 Scope of Certification 19
11.2.4 Deferral or Wavier of Certification Requirements 19
11.2.5 Effective Date of Certification 19
11.2.6 Decertification 19
11.2.7 Recertification 19
11.3 Prohibited Training for Contract Employees 20
11.4 Remedial Training 20
11.4.1 Remedial Training Limitation 20
11.5 Deduction of FAA Training Costs 20
11.6 Deduction Penalty for Failure to Meet Support Requirements 20

Appendix A – Terms and Acronyms
Appendix B – Support Requirement Projections
Appendix C – Task/Subtask Descriptions
Appendix D – Support Position Descriptions
Appendix E – Course Descriptions
Appendix F – Contract Data Requirements List

1.0 Background

1.1 The Federal Aviation Administration (FAA) has the responsibility for the safety and efficiency of the National Airspace System (NAS). To support this critical mission, the FAA Academy in Oklahoma City, OK, provides the specialized training necessary to prepare employees to become highly skilled Air Traffic Controllers. Air Traffic Controllers work in various types of air traffic control facilities throughout the United States. Specific work locations include airport control towers, terminal radar approach control facilities, and en route centers. They may be in a supervisory position, or directly involved in the control of air traffic.

1.2 Training provided by the Academy will ensure that a highly qualified and competent Air Traffic Controller workforce will be available to provide safe and efficient movement of air traffic. Air Traffic Control Specialists typically begin their FAA career at the Academy with training in either the Terminal or En Route option. The Academy also provides advanced air traffic control courses in other areas such as traffic management, quality assurance, and facility training administration.

1.3 The FAA has provided the U.S. Congress an annually updated Controller Workforce Plan. The plan details how the FAA will replace and train over 10,000 new controllers over the next decade. An integral part of this plan describes how the Academy will be involved in the training of this new wave of controllers.

2.0 Scope

2.1 The FAA Academy, in Oklahoma City, OK, requires contract services to deliver the training and related support for federal employees classified as Air Traffic Controllers. The training will support the Air Traffic Organization Controller Workforce Plan. The contract services will be performed primarily on-site, and the Contractor will be responsible for the management and supervision of instructors and related staff performing administration of the contract tasks. The training will support the Air Traffic Organization (ATO) Controller Workforce Plan as implemented by the Air Traffic Division (AMA-500). The contract services shall provide instructional deliveries, and related support to augment the existing Air Traffic Division (AMA-500) staff in the completion of its tasked activities. The Performance Work Statement (PWS) Appendices describe Terms and Acronyms (Appendix A), Support Requirements & Projections (Appendix B), Task/Subtask Descriptions (Appendix C), Support Position Descriptions (Appendix D), Course Descriptions (Appendix E) and Contract Data Requirements (Appendix F). These appendices are based on history and the projected Air Traffic Control Workforce Plan. The FAA shall not be bound by, nor does it assume any obligation to order based on Appendix B work projections. The required services are described by 11 task areas that include the following:

Task 1 - General Management and Administration
Task 2 - Pseudo Pilot Support
Task 3 - International Instruction Support

Task 10 - Initial Training Instructional Design Support
Task 11 - En Route Instruction Support
Task 12 - Terminal Radar Instruction Support
Task 13 -Tower Cab Instruction Support
Task 20 - Specialized Training Instructional Design Support
Task 21 - Staff Training Instruction Support
Task 22 - Operations Training Instruction Support
Task 30 - System Support Instructional Design Support

3.0 Applicable Directives

The definitions, terms, and acronyms as used in this PWS and other related documents or in the course of performance shall have the meaning set forth in the PWS Appendix A. Directives applicable to the training delivered herein are listed below, and may be requested from the Contracting Officer or their designated representative. Notification of updates will be provided to the Contractor as they occur.

Document Type	No./Version	Title	Date
DOT Order	1600.25D	FAA Identification Media	01/22/92
FAA Order		Federal Aviation Administration Travel Policy	
FAA Order	1600.1E	Appendix 9, Investigating Contractor Employees	07/25/05
FAA Order	3120.4L	Air Traffic Technical Training	06/22/05
FAA Order	3900.47	Smoking Restrictions in FAA-Controlled or Occupied Space	09/24/90
AC Memo	(Replaces FAA Order 3000.18D)	FAA Academy Guidelines for the Development, Delivery, and Evaluation of Training	03/1998
AC Order	1600.18G	Parking and Traffic at the Aeronautical Center	07/01/04
AC Order	1720.4D	Printing and Duplicating Services	05/23/94
AC Order	1730.1	Audiovisual Services	07/15/74
AC Order	3710.10D	Instructor/Student Relationships	09/02/76
AC Memo	HROI/AHR	Human Resources Operating Instructions	08/24/06
AC Memo		FAA Academy Smoking Policy	10/15/91
AC Memo		Aeronautical Center Desk-Top Paper Recycling Program	02/04/92
AC Memo	Mgmt Directive 715	Equal Employment Opportunity	08/24/06

4.0 Supervision of Contract Employees

This acquisition is not formed to be administered or performed as a personal services contract. Accordingly, the Contractor shall designate appropriate and sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day on-site supervision of all contract personnel including, but not limited to, work assignments and performance monitoring, payroll records, leave approval and monitoring, etc. At no time will Contractor personnel be supervised by FAA managers or other FAA personnel. The FAA may provide, as needed by the Contractor and its employees, limited assistance associated with FAA policy and AMA-500 practices through the assigned COR.

5.0 Performance

5.1 Period of Performance

A thirty-day phase in period is contemplated. The anticipated period of performance will be for one year, with four additional one-year options. If all of the annual options are exercised, the contract term duration will be 5 years.

5.2 Location of Work

All work performed under this contract shall be performed at the following location, unless directed in writing by the CO or COR:

Mike Monroney Aeronautical Center (MMAC)
FAA Academy
6500 South MacArthur Blvd.
Oldahoma City, Oklahoma 73169

5.3 Normal Hours of Operation

Normal operations will generally occur between the hours of 6:00 a.m. and 6:00 p.m., local time, during regular workdays of the week Monday through Friday. However, specific work shifts are defined for each task. These work shifts shall be included as part of each task's description and are subject to revision based on the FAA's operational needs. When services are required outside of these day/hours, the task description will specifically state the needs of the FAA, with the estimated amount of activity. Other than those specific requirements identified by the FAA, no evening shift activity will be permitted without prior authorization from the CO or designated representative.

5.4 Saturday and Sunday Activity

No Saturday and Sunday activity is anticipated under this contract, however, specific requirements may result in the scheduling of training during the weekend. In the event such activity is required, the CO or the COR will notify the Contractor and will provide as much advance notice of the requirement as possible. Other than those specific requirements identified by the FAA, neither Saturday nor Sunday activity will be permitted without prior authorization from the CO or COR.

5.5 Evening Shift Activity

Some tasks may require evening shift contract support between the hours of 6:00 p.m. and 6:00 a.m. This activity may be periodic or steady based upon the mission needs of the FAA. In those cases, the estimated amount of activity occurring during these hours will be included in the description of the task. Other than those specific requirements identified by the FAA, no evening shift performance/activity will be permitted without prior authorization from the CO or designated representative.

5.6 Overtime (applicable to Initial AT Training Services only)

Overtime is applicable when the 40 hour work week is exceeded by assigned hourly personnel. Although no overtime activity is anticipated under this contract, in the event overtime activity is required, the COR will notify the Contractor and will provide as much advance notice of the requirement as possible. Other than those specific requirements identified by the FAA, no overtime activity will be permitted without prior authorization from the CO or COR.

5.7 Observance of Holidays

No activity is anticipated under this contract on holidays recognized by the FAA. In the event such activity is required, the Contractor will be notified by the CO or designated representative, and will be provided as much advance notice of the requirement as possible. Absent such requirements, holiday activities will not be permitted without prior authorization from the CO or designated representative.

5.8 Designated U.S. Federal Holidays

A list of U.S. Federal holidays, as of the date of this document is as follows:

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

No other holidays shall be recognized under this contract, except in those cases where an employee is working under this contract in a foreign country. In these rare cases, the holidays of the host country will be observed.

5.9 Aeronautical Center Closure/Early Dismissal

Adverse weather conditions or other emergencies may require the closure of the MMAC or early dismissal of MMAC personnel. In most cases, no activity is expected under this contract during

periods of MMAC closure and/or early dismissal, nor will any such activity be permitted during these periods without prior authorization from the CO or designated representative.

5.10 Notification of Center Closure/Early Dismissal

The CO may provide the Contractor with notice of MMAC closures through the use of public broadcast announcements on local television and radio stations, as well as through the MMAC website at http://www.mmac.faa.gov/. Announcements of early dismissal will be provided to the Contractor by the CO or designated representative.

6.0 Government Furnished Items

6.1 Facilities and Utilities.

AMA-500 shall provide space and facilities plus associated utilities and housekeeping for the Contractor to perform the work defined in this document. Space provided shall be maintained to the same housekeeping standards as like areas occupied by FAA personnel. Facilities provided are to be used exclusively in support of this contract. Keys will be issued and the Contractor will be responsible for the cost associated with a lost key or keycard by its employees. The Contractor shall not make any alterations to Government furnished space or facilities except as approved in writing by the CO or COR. Whenever the Contractor vacates Government space, such space and facilities shall be restored to its original condition, considering any approved alterations plus normal wear and tear, at no direct cost to this contract.

6.2 FAA Access to Provided Space

The Contractor is hereby advised that a limited number of FAA personnel will have unrestricted access to space provided for their use in accordance with the provisions of the preceding paragraph. As a result of FAA policies regarding the utilization and distribution of Government keys or keycards, certain FAA employees will be provided master (or sub-master) keys which will open all doors utilizing a key number within their allocated group (or sub-group). The Contractor should take this into account when developing their proposal in order that it includes adequate provisions for safeguarding sensitive personnel information, proprietary data, and any other sensitive data that the Contractor wishes to retain in the space provided. Program management by the Contractor must optimize space provided by the FAA.

6.3 Conservation of Utilities

The Contractor shall ensure all contract employees are aware of acceptable utilities conservation practices, and shall be responsible for operating so as to minimize the waste of utilities.

6.4 Government Furnished Property

The items described in the paragraphs following shall be considered Government furnished property. The Contractor will be required to ensure the optimum utilization and security. The FAA retains full control of and property management responsibility 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. Program Management by the Contractor management must optimize their use of Government furnished property provided.

6.5 Office Furniture

AMA-500 may provide, if available, workstations, desks, chairs, filing cabinetry and other office furnishings for contract personnel comparable to those provided to Government personnel. Any furnishings provided are at the sole discretion of the Government (i.e., type, model, style, etc.)

6.6 Supplies

Except for such company-specific supplies and materials as may be required by the Contractor, such as pre-printed stationery, and those supplies which are required by the Contractor based on such factors as brand preference, the FAA will maintain and distribute all supplies and material typically required in the course of normal performance under this contract, subject to availability. In the event supplies are not available, the Contractor may submit requests to the FAA, but the FAA reserves the right to disapprove the request. The Contractor may elect to provide supplies not available through the AMA-500 supply room, and which the FAA declines to purchase. However, no direct charge to this contract shall result from such an election unless the charge is expressly approved by the CO or COR prior to the costs being incurred.

6.7 Computer Hardware and Software

With the exception of support to Program Management and Administration Staff as described in Appendix C, the FAA will provide and maintain all computer equipment and software typically required in the course of normal performance under this contract. The distribution of computer equipment and software to contract personnel in other tasks will be determined by AMA-500 management, subject to availability, and based on AMA-500 workload priorities. Contract personnel shall not install, uninstall, move, or make modifications to, any hardware or software on any FAA computer without prior approval from the designated COR. The COR shall be responsible for obtaining the clearances necessary through AMA-500 management and other FAA offices.

6.8 FAA Computer Network

The FAA maintains a computer network connecting work areas throughout the Aeronautical Center. AMA-500 will furnish contract personnel performing requirements herein, with access to the FAA's computer network in their normal work area. Contract personnel shall not connect any computer equipment to the FAA network without prior authorization from the COR. Contractor personnel shall not install any software without specific tasking and/or authorization from the COR. The COR shall be responsible for obtaining the clearances necessary through the AMA-500 management and other FAA offices.

6.9 Misuse of FAA Computer Network

The Contractor must adhere to all FAA intranet, internet, network policies and orders. Misuse of FAA provided computer equipment and/or computer network by contract personnel will not be tolerated, and will result in a determination by AMA-500 management as to appropriate corrective action for each infraction. All contract personnel using FAA computer resources or accessing the FAA network shall agree to and sign the "Rules of Behavior" prior to receiving

requested access. Depending upon the nature and severity of the infraction, corrective actions can range from loss of privileges (i.e., loss of access to the Internet and FAA email) to removal from support under this contract. Further, these determinations are not subject to appeal. And, these provisions do not preclude the imposition of any applicable civil or criminal penalty resultant from an infraction.

7.0 Contractor Furnished Items

7.1 Contractor Furnished Computer Equipment

It is likely the FAA may not be able to provide a computer system for each contract employee, and some sharing of equipment is anticipated during the life of this contract. All computer hardware and software provided by the Contractor to supplement equipment, if intended to be connected to the FAA computer network, shall comply with FAA minimum specifications as of the date of its connection. Further, this equipment shall either be updated as needed to maintain compliance with subsequent specifications and remain compatible with other FAA offices or be disconnected from the network, as directed by the CO or COR.

7.2 Contractor Provided Supplies

The Contractor shall be responsible for providing, without direct cost to this contract, any supplies it requires due to preference. Examples of the above include, but are not limited to, company-specific supplies (i.e., letterhead and pre-printed stationery), brand-name supply items, etc.

7.3 Suitability/Safety of Contractor Supplied Items

The FAA reserves the right to determine the suitability and safety of any furniture, equipment, or supplies provided by the Contractor. Suitability, as applied to computer equipment and software, shall also mean full compatibility with existing FAA network equipment and software, and full compliance with any FAA network specifications pertaining to such items. Items deemed unsuitable or unsafe shall be removed from the MMAC, or moved to a suitable location, as directed by the CO or COR, at no direct cost to this contract.

7.4 Non-reimbursed Property-Related Costs

It is possible the Contractor may elect to provide any furniture, equipment, or supplies beyond those required under the provisions of the preceding paragraphs. Should this occur, this contract shall not incur any direct charges as a result of such election unless the charge has been expressly approved by either the CO or COR prior to the cost's being incurred. This prohibition against such charges applies not only to easily identifiable costs such as the purchase price of furniture or equipment, but also to the associated costs, such as the cost of transporting the furniture or equipment to or from the MMAC.

8.0 Key Personnel and Staffing

8.1 Support Workforce Requirements

Services provided under this contract represent a key resource to the FAA in managing critical mission requirements. The AMA-500 workload projections provided in Appendix B are an estimate of program management, administration, and instructional services based upon historical data and anticipated mission requirements. During the period of performance, actual workload may vary since requirements for instructors, instructional designers, and related support, may be impacted by changes in employee training requirements, new priorities, and availability of funds. The Contractor does not have exclusive rights to the instructional services provided by AMA-500. The FAA reserves the right to obtain additional support from third parties under separate contract.

8.2 Minimum Experience/Education Requirements

With the exception of those individuals specifically covered by the provisions of paragraph 8.6 below, all personnel employed in support of this contract are expected to meet specified minimum experience and/or education requirements for their respective position, as of the date of their appointment. Such minimums are specified for each labor category listed in Appendix D. The FAA reserves the right to review the qualifications of each proposed support position under this contract to ensure all stated minimum qualifications established for the position are met for the position designated in the task. The CO or COR will identify to the program manager any qualifications requiring verification or questioned for action or resubmission. The FAA may hold negotiations with the Contractor after receipt of the response to a task request and the Contractor's proposed personnel submission(s). The minimum experience/education requirements for all key personnel shall be submitted with the initial proposal.

8.3 Position Descriptions

Appendix D describes positions for labor, general duties, minimum education and experience anticipated in the performance of the tasks described herein. When FAA certification is required, the requirement will be defined in the Appendix D position description.

8.4 Key Personnel Qualifications Review (Program Management and ISD Administration)

The FAA may review the qualifications of each candidate proposed for a support position under this contract to ensure the candidate meets all stated minimum qualifications established for the position. When submitting a candidate's qualifications for review, the Contractor will indicate any factual data (dates, certification, etc.) they have independently verified. The FAA will identify to the Contractor any qualification information questioned or requiring verification for action and resubmission. The FAA may hold negotiations with the Contractor after receipt of the response to a task request and the Contractor's proposed personnel submission(s).

8.5 Instructor Suitability

The stated minimum qualifications for instructor positions are intended to ensure candidates have sufficient knowledge, experience and technical skills to be recognized as an expert in the area being considered for assignment. This does not, however, ensure the individual will be suitable to perform as an instructor in a manner consistent with FAA standards. Since personnel in instructional positions can be perceived as official representatives of the FAA, AMA-500 will review the qualifications of candidates proposed for instructional duties to determine their suitability for that position. If AMA-500 determines a candidate for instructional duties is unsuitable, AMA-500 will inform the Contractor of the determination as soon as practicable.

8.6 Waiver of Experience/Education Requirements

When the individual's education and/or experience do not meet the minimum qualification requirements specified in Appendix D, the Contractor shall request a waiver for each individual and provide documentation which establishes all reasonable efforts have been made to identify a sufficient number of qualified candidates. Requests shall be submitted to the COR when responding to the Task Order Request. The COR will coordinate all waiver requests with appropriate AMA-500 management. No precedent shall be established by any such request, and each request shall be considered separate and distinct from any other requests submitted.

Unique experience, professional reputation, publications or similar credentials may be accepted in lieu of the minimum education and experience required for each position. Determinations as to equivalency shall be made by the CO or COR as part of the FAA's review of the candidate's qualifications. The concurrence/non-concurrence to the waiver of experience/education requirements for the assigned personnel will be documented in the Task Order authorization.

8.7 FAA Certification

The FAA may revise certification requirements and/or procedures associated with certification, decertification, or recertification for contract personnel assigned to tasked positions. Detailed information about criteria and procedures established as of the date of this document is described in the PWS Appendix D.

9.0 Prohibited Appointments

The Contractor shall not appoint to this contract any person whose prior job performance has been rated as unsatisfactory during the 5 years preceding the anticipated date of employment.

9.1 Describing Support Requirements

The Support Requirements & Projections in Appendix B describe the specific task requirements. The support requirements under Tasks 1, 10, 20, and 30 are expected to remain stable over the performance period. Instructor support requirements under Tasks 3, 11, 12, and 13 will be directly tied to the fluctuations in the student workload and will reflect support projections in terms of the number of instructor days needed for these tasks during a particular period of time. Fluctuations of student workload will tend to vary significantly over time, often from one day to the next.

9.2 Describing Pseudo Pilot Support Requirements

Appendix B describes Pseudo Pilot support, and will be supplemented by monthly calendars to identify the daily requirements for Pseudo Pilots. The COR will prepare monthly calendars that will outline the tasked pilot requirements for each day and shift by task number. These calendars will constitute the main mechanism for describing daily requirements, may be revised as needed, and coordinated via scheduled weekly meetings.

9.3 Contract Employee Affiliations

The Contractor should be aware of potential contract employees' affiliations (by blood, marriage, or living arrangement), and this should be identified to the FAA at the time of the applicant's initial qualifications review. The Contractor should also identify changes in affiliations as they occur. The Contractor will factor this information into the assignment of their employees to tasks or work areas in order to comply not only with the Government's human resource management standards and any local policies that may be more restrictive, but also with the Contractor's own standards.

9.4 Special Security Considerations

Certain security considerations are applicable to all personnel having access to the MMAC campus. As a result, all contract personnel providing direct support under this contract shall be subject to a National Agency Check with Inquiries (NACI) background investigation. This shall be true even where the risk/sensitivity level designation for the position being held does not, in and of itself, require one.

9.5 Decertification

In the event a contract employee occupying a position requiring FAA certification is determined to be performing below specified FAA Academy standards, that employee shall be decertified and shall not be permitted to perform his/her normal duties until such time as he/she has been recertified. If a need for remedial training is indicated, such training must be completed at no cost to the FAA before the FAA will permit the employee to attempt to recertify for that position. No contract employee will be permitted, absent extenuating circumstances, more than one attempt to recertify for any given position.

9.6 Unique Technical Training

The FAA may provide training to contract personnel if the training is determined to be technically complex and unavailable from commercial sources. This exception covers all FAA required instructor and Pseudo-Pilot certification training, as well as FAA-specific courses covering the development of instructional materials in accordance with FAA standards and practices which have been determined to be unique training offered only by the FAA. Requests shall be submitted to the COR in writing. A statement of justification for the training shall accompany each request. It must be stressed the FAA is not obligated to provide such training even if suitable funds are available but may do so if in the best interest of the Government.

In those situations where the FAA is authorized to provide training to contract personnel, it shall be provided at no cost to the Contractor or contract employee. However, the FAA retains the right to deduct costs incurred for training provided to contract personnel from payments otherwise due the Contractor in specific situations.

9.7 Certification Training

The FAA has established certification requirements for many of the support positions under this contract, with requirements varying based on both the labor category and the task. Certification requirements for each labor category/task are outlined in Appendix D to this document. Any training identified as a part of the FAA's certification requirements, unless specifically identified as an exception in Appendix D, has been determined as unique technical training offered only by the FAA.

9.8 Required Training for Instructors

Before contract personnel are assigned to classroom instructor duties, regardless of specialty, they shall successfully complete Course 10520, Academy Instructor Training (Basic), more commonly known as BIT or shall participate in an FAA-approved Instructor Orientation course. Instructors involved in the revision, development, or maintenance of course materials may be required to successfully complete one or more training materials development courses, depending on the specific nature of their duties. The FAA reserves the right to waive these requirements on a case-by-case basis in consideration of an individual's prior experience and training.

9.9 Required Training for Other Positions

Contract personnel in non-instructor positions, regardless of specialty, shall be fully trained in their areas of technical specialization prior to their utilization under this contract. Accordingly, the FAA does not anticipate any training will be required for these individuals. Should a need for training be identified at a later date, the restrictions described in paragraphs 9.7 and 9.8 shall apply.

9.10 Removal of Employees

The FAA reserves the right to require the removal of any contract employee from employment under this contract whenever the employee's behavior or conduct appears contrary to the public interest and removal is determined be in the best interest of the Government.

10.0 Deliverables

10.1 Phase In/Phase Out Requirements

It is critical that the period of transition be accomplished in a well planned, orderly, and efficient manner. Accordingly, the Contractor shall provide a 30-day phase-in performance period prior to the annual performance period. This will require working relationships with other vendors currently performing services at MMAC. At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may revert to an in-house Government operation or may be awarded to another Contractor. The Contractor shall be required, as an integral element of the tasking under this contract, to assist in task transition activities as deemed necessary for FAA transition or phase out. The services will be described by task order relative to the scope of tasks described in Appendix B. When tasks are outside the scope of the requirements described herein, the Program Manager will notify the CO with the specific change in PWS requirements. The CO will coordinate the change for proposal of cost and negotiation of additional cost.

10.2 Contractor Quality Control Plan

The Contractor shall prepare, implement, and maintain a Quality Control Plan (QCP) to ensure compliance with all provisions of this document, as well as applicable provisions of the contract. The QCP shall include the Contractor's steps to ensure that their services, instructional services, training material development, revisions, maintenance and evaluations will comply with FAA standards and guidelines. Additionally, cost control and compliance, and the Contractor's guidance for monitoring the employees' performance and quality of deliverable services shall be

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included in the elements of the QCP. A draft copy of this plan, including any anticipated modifications, shall be included with any proposal submitted in response to this performance work statement. The final copy (as agreed upon between the Contractor and the FAA) shall be submitted as the final within 30 days after contract award. The Plan shall be updated and coordinated annually for approval and final submittal for each option period. No subsequent changes may be made to the final QCP submitted without written approval from the CO or the COR.

10.3 Activity Tracking

The FAA currently uses an automated system to gather data on activities and their costs. Activity data for each contract employee, regardless of assigned task, shall be entered through individual entry or combined entry in a Contractor Labor Hour Reporting database for each pay period. The Contractor's administrative offices shall forward backup documentation to support entries by individual contract employee name, by task, to the COR at the end of each pay period for each entry in the system. The FAA will provide training on the system as required. All report requirements are addressed in Appendix F, Contract Data Requirements List (CDRL).

10.4 Instructional Systems Design Approach

The Contractor shall use the Instructional Systems Design (ISD) approach, as applied within AMA-500, for the presentation, development, and revision of all training materials. This requirement applies to all training delivery systems, including but not limited to written materials, computer-based instruction (CBI), and video-based instruction. The Contractor shall be required to follow and incorporate into their development activities any FAA policies, practices, or branch-level requirements documentation to ensure that the ISD approach used is in conformance with FAA requirements.

10.5 New Training Materials/Delivery Systems

The Contractor shall transition to new training materials and delivery systems as they are adopted and implemented. Plans and schedules for such transitions shall be developed by the FAA, which will coordinate with the Contractor to ensure sufficient time is allotted for required transition activities.

10.6 Overtime

In the event the Contractor deems overtime necessary to meet work requirements, the Contractor shall submit a written request to the CO or COR for the approval of overtime. The request shall identify in detail what service requires overtime, how many work-hours are required, and for what segment of the organization the work is being performed. The CO shall approve all requests by the Contractor for overtime in writing before any overtime is allowed. Overtime may be authorized only when absolutely necessary to meet work requirements. Overtime will not be authorized due to lack of program management for progress toward task delivery.

10.7 Travel

Support under this contract may require contract personnel to travel as part of their normal assigned duties. Such travel, when required, will almost exclusively be restricted to, but need not be limited to, the territories and possessions of the United States. Any such travel, in connection

with performance of tasked activities, requires pre-trip travel approval by the CO or the COR, if not so approved by a specific task order. Reimbursement of approved travel costs will be made in accordance with the FAA's Travel Policy.

10.8 Reports

The Contractor shall coordinate with AMA-500, the COR or CO in writing as part of normal administrative activities required to support the PWS requirements. The Contractor shall provide various reports and data as prescribed by the Contract Data Requirements List (CDRL) – Appendix F to this document. These reports and data are scheduled deliverables, but may not limit requests for intermittent data submittal.

11.0 Acceptance of Deliverables

11.1 Contractor Quality Control

The Contractor shall be responsible for ensuring the quality of service provided by contract personnel, and correspondingly for monitoring, evaluating, etc., the performance of their employees. This does not establish, nor should the Contractor assume, any responsibilities other than those specified in the contract for monitoring the quality of FAA programs or FAA products.

11.2 FAA Quality Surveillance

The Contractor shall perform to the standards in the directives outlined in Paragraph 3.0 of the PWS. The FAA's Air Traffic Division, AMA-500, will monitor the Contractor's performance during the contract term through periodic surveillance. The Contracting Officer, Contracting Officer's Representative, AMA-500 Management, Branch Managers, Section Managers, and Course Managers may be assigned responsibility for recording their observations of the Contractor's performance.

The Contracting Officer may require the contract manager to attend periodic performance evaluation meetings with the Contracting Officer, Contracting Officer's Representative, or AMA-500 Management as deemed necessary. The contractor may request a meeting with the Contracting Officer, Contracting Officer's Representative, or AMA-500 Management when he or she believes a performance evaluation meeting is necessary. Written minutes of any such meetings must be recorded by the Contracting Officer or the Contracting Officer's Representative and made a part of the contract file. If the contractor does not concur with any portion of the minutes, such non-concurrence must be provided in writing to the Contracting Officer within 7 calendar days following receipt of the minutes.

11.2.1 Contract Employee Orientation

The FAA shall provide information to assist the Contractor in accomplishing orientation to the methodologies, systems, procedures, and processes utilized by AMA-500 in the completion of its activities. This will be done in acknowledgement of the fact that even fully qualified contract personnel may be unaware of unique practices utilized in the FAA's training environment.

11.2.2 Instructor Certification

The Contract Program Manager shall coordinate with the COR to obtain certification for instructors prior to performance of instructional duties under this contract. Such certification is required to ensure their mastery of the subject material and ability to comply with applicable FAA policies and practices. Specific certification procedures vary from task to task, and from course to course within a single task. Certification procedures are outlined in Appendix D to this document.

11.2.3 Scope of Certification

The certification of a contract instructor will normally be on a course-by-course basis. An instructor may be certified for duties supporting multiple courses as needed by AMA-500.

11.2.4 Deferral or Waiver of Certification Requirements

AMA-500 management reserves the right, on a case-by-case basis, to defer and/or waive any portion or portions of the instructor certification process in consideration of any special circumstances which may arise; e.g., temporary instructional support over a period of time that does not justify the use of a full certification process, or a critical need for immediate support which does not allow sufficient lead time for the full certification process to be completed. Should circumstances such as these arise, and should AMA-500 elect to defer one or more portions of an individual's certification process (as opposed to waiving them), those portions shall be completed whenever workload permits and as directed by AMA-500 management. All deferrals or waivers shall be accomplished in writing to the COR.

11.2.5 Effective Date of Certification

Contract instructors shall normally be considered certified as of the date they successfully complete all portions of the applicable certification process. Instructors who are granted waivers of one or more portions of the process shall be considered certified as of the date they complete those portions of the certification process which have not been waived. Instructors who are granted deferrals of one or more portions of the process shall be considered tentatively certified, pending successful completion of those deferred portions, as of the date they complete those portions of the certification process which have not been deferred.

11.2.6 Decertification

The cognizant AMA-500 supervisor, or their designee, will periodically review the instructional performance of each certified instructor. Instructors will be expected to continue demonstrating their mastery of the subject material, satisfactory instructional abilities, and ability to comply with applicable FAA policies, orders, practices, and procedures in order to retain their certification. Failure to maintain an acceptable level of competency in these areas will result in a loss of certification.

11.2.7 Recertification

Whenever an instructor is decertified, the cognizant AMA-500 supervisor shall determine what actions are required for the instructor to regain certification, which will be communicated to the contract employee's supervisor. The course of action set forth by the FAA may include, but need

not be limited to, self-study, remedial (recertification) training, and/or reevaluation, and shall be determined on a case-by-case basis based on the pertinent factors and circumstances involved.

11.3 Prohibited Training for Contract Employees

In accordance with the provisions of the Training Schools Act (title 49 USC 40108) and other applicable authorities, the FAA is generally prohibited from using appropriated funds to provide training for contract personnel if such training is available from commercial sources. The Contractor training that is required in the performance of an employee's duties that is available through commercial sources should be accomplished at no expense to the FAA.

11.4 Remedial Training

In the event a contract employee's performance is determined to be below specified FAA Academy standards and a need for remedial training is indicated, such remedial training shall be conducted, arranged, and/or coordinated by the Contractor's supervisor, in consultation with the appropriate FAA COR.

11.4.1 Remedial Training Limitation

No contract employee shall be provided remedial training more than one time without the express authorization of the CO or COR. Absent such authorization, the Contractor shall remove the employee from support under this contract if the FAA determines that an employee requires additional remedial training.

11.5 Deduction of FAA Training Costs

The FAA reserves the right to deduct from payments otherwise due the Contractor, on a case-by-case basis, costs incurred, in whole or in part, for training provided to contract personnel. This provision shall apply in cases where an employee either fails to achieve sufficient proficiency to obtain certification, or terminates employment under this contract within 6 months from initial appointment. This provision shall also apply in all cases involving remedial or recertification training required for a contract employee. The Contractor's employee training hours shall be captured in CDRL 7, for each invoice reporting period.

11.6 Deduction Penalty for Failure to Meet Support Requirements

The FAA reserves the right to deduct from payments otherwise due to the Contractor, on a case-by-case basis, a penalty as consideration for inconvenience suffered by the FAA as a result of the Contractor's failure to meet support requirements in a task order/requirements schedule. The penalty shall not exceed 20 percent of the cost which would have been payable if the requirement had been met. In addition, the FAA reserves the right to charge an additional penalty to the Contractor based on costs the FAA may incur to fulfill the requirement through an alternate source; e.g., overtime or expenses for bringing in an FAA employee on TDY. The penalty shall be calculated by the COR and submitted to the CO for approval.