

SIR.DOC (OCT97) (Contracting) (Word Document)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 39
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-09-R-00813	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO. AC-09-00210 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169			

FIRM FIXED PRICE SOLICITATION LIGHT SPORT/WEIGHT SHIFT PILOT INDEFINITE DELIVERY/REQUIREMENTS QUALIFICATION TRAINING

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 2:00 (CST) local time 26 Feb 2009 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Kathrine T. Budd	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 405-954-7384 FAX: 405-954-3030
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
		(4 COPIES UNLESS OTHERWISE SPECIFIED) >			
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304			28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE
BASIC YEAR
(PERIOD OF PERFORMANCE (POP) 16 MAR 2009 – 17 MAR 2010)**

In accordance with the requirements and specifications contained herein, provide per student(s), the training hours contained in the contractor's training program or the minimum hours specified below, whichever is greater, in support of FAA Academy, AMA-260, requirements.

If the offeror's training program consists of more hours than the minimum stated, price should reflect the total hours in the program.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
0001:	BASIC YEAR: LIGHT SPORT/WEIGHT SHIFT Initial Pilot Qualification Training (FAA28464)	2 Students	\$ _____	\$ _____
		Minimum <u>Required</u>		Contractor's <u>Proposal</u>
	a. Ground School	<u>15</u> hours		_____ hours
	b. Simulator (Level "C" or "D")	<u>30</u> hours		_____ hours
	c. Supervised Solo Flight	<u>10</u> hours		_____ hours
	(Training hours & Unit price Include ALL Training & Testing Costs)			
0002:	BASIC YEAR: LIGHT SPORT/WEIGHT SHIFT Recurrent Pilot Qualification Training	2 Students	\$ _____	\$ _____
		Minimum <u>Required</u>		Contractor's <u>Proposal</u>
	a. Ground School	<u>3</u> hours		_____ hours
	b. Dual Flight Instruction	<u>3</u> hours		_____ hours
0003:	BASIC YEAR: LIGHT SPORT/WEIGHT SHIFT Supplementary Training			
	Provide additional training that exceeds the above-specified program (when authorized by the Contract Officer).			
		Minimum <u>Required</u>		Contractor's <u>Proposal</u>
	a. Ground School	<u>As Required</u>		_____ per hour
	b. Weight Shift Dual Instruction	<u>As Required</u>		_____ per hour
	c. Weight Shift Supervised Solo	<u>As Required</u>		_____ per hour
0004:	BASIC YEAR: LIGHT SPORT/WEIGHT SHIFT Examiner Fee if required by Training Coordinator	2 Students	\$ _____	\$ _____

**SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE
OPTION YEAR I
(PERIOD OF PERFORMANCE (POP) 16 MAR 2010 – 17 MAR 2011)**

In accordance with the requirements and specifications contained herein, provide per student(s), the training hours contained in the contractor's training program or the minimum hours specified below, whichever is greater, in support of FAA Academy, AMA-260, requirements.

If the offeror's training program consists of more hours than the minimum stated, price should reflect the total hours in the program.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
0005:	OPTION YEAR I: LIGHT SPORT/WEIGHT SHIFT Initial Pilot Qualification Training (FAA28464)	2 Students	\$ _____	\$ _____
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>15</u> hours		_____ hours
	b. Simulator (Level "C" or "D")	<u>30</u> hours		_____ hours
	c. Supervised Solo Flight	<u>10</u> hours		_____ hours
	(Training hours & Unit price Include ALL Training & Testing Costs)			
0006:	OPTION YEAR I: LIGHT SPORT/WEIGHT SHIFT Recurrent Pilot Qualification Training	2 Students	\$ _____	\$ _____
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>3</u> hours		_____ hours
	b. Dual Flight Instruction	<u>3</u> hours		_____ hours
0007:	OPTION YEAR I: LIGHT SPORT/WEIGHT SHIFT Supplementary Training			
	Provide additional training that exceeds the above-specified program (when authorized by the Contract Officer).			
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>As Required</u>		_____ per hour
	b. Weight Shift Dual Instruction	<u>As Required</u>		_____ per hour
	c. Weight Shift Supervised Solo	<u>As Required</u>		_____ per hour
0008:	OPTION YEAR I: LIGHT SPORT/WEIGHT SHIFT Examiner Fee if required by Training Coordinator	2 Students	\$ _____	\$ _____

**SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE
OPTION YEAR II
(PERIOD OF PERFORMANCE (POP) 16 MAR 2011 – 17 MAR 2012)**

In accordance with the requirements and specifications contained herein, provide per student(s), the training hours contained in the contractor's training program or the minimum hours specified below, whichever is greater, in support of FAA Academy, AMA-260, requirements.

If the offeror's training program consists of more hours than the minimum stated, price should reflect the total hours in the program.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	ESTIMATED TOTAL AMOUNT
0009:	OPTION YEAR II: LIGHT SPORT/WEIGHT SHIFT Initial Pilot Qualification Training (FAA28464)	2 Students	\$ _____	\$ _____
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>15</u> hours		_____ hours
	b. Simulator (Level "C" or "D")	<u>30</u> hours		_____ hours
	c. Supervised Solo Flight	<u>10</u> hours		_____ hours
	(Training hours & Unit price Include ALL Training & Testing Costs)			
0010:	OPTION YEAR II: LIGHT SPORT/WEIGHT SHIFT Recurrent Pilot Qualification Training	2 Students	\$ _____	\$ _____
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>3</u> hours		_____ hours
	b. Dual Flight Instruction	<u>3</u> hours		_____ hours
0011:	OPTION YEAR II: LIGHT SPORT/WEIGHT SHIFT Supplementary Training			
	Provide additional training that exceeds the above-specified program (when authorized by the Contract Officer).			
		<u>Minimum Required</u>		<u>Contractor's Proposal</u>
	a. Ground School	<u>As Required</u>		_____ per hour
	b. Weight Shift Dual Instruction	<u>As Required</u>		_____ per hour
	c. Weight Shift Supervised Solo	<u>As Required</u>		_____ per hour
0012:	OPTION YEAR II: LIGHT SPORT/WEIGHT SHIFT Examiner Fee if required by Training Coordinator	2 Students	\$ _____	\$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 GENERAL**

- (a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for the **Light Sport Aircraft "Weight Shift" Initial/Recurrent Pilot Qualification Training**.
- (b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

C.2 PERFORMANCE WORK STATEMENT – Light Sport Aircraft "Weight Shift" Initial/Recurrent Pilot Qualification Training

The contractor is to provide initial and recurrent ground school and dual flight training and solo practice for FAA inspectors/pilots in the **Light Sport Aircraft "Weight Shift" category**. The training shall be conducted to Private Pilot Standards with Flight Instructor Privileges. The Training hours specified in the price schedule are minimums. **If the contractor's training program contains less time than the specified hours, the contractor shall supplement their program with additional ground school/flight training as necessary to meet the solicitation requirements.**

When responding to this solicitation, the contractor is required to submit a copy of their training program that will be used, along with proposed supplemental additions/changes. Also, the contractor **shall provide a resume for each instructor** who will be conducting training under this contract verifying that he/she meets the flight experience requirements listed below.

Training of FAA pilots/inspectors is not to be conducted between the hours of midnight and 6:00 a.m., including simulator pre and post flight briefings. A maximum of four hours flight instruction/solo per day or eight hours of ground school per day per inspector class is permitted.

FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the pilot/inspector, a pilot/inspector may be assigned to training with short notice. If the contractor's program requires pre-course study prior to the trainee's arrival at the contractor's training facility, the contractor is required to supplement their approved course to allow for required pre-course study to be accomplished at the contractor's facility after the pilot/inspector's arrival.

To be considered Technical Acceptability the Contractor must provide aircraft and instructors that meet the following requirements:

Instructors utilized by the contractor to provide training under this contract shall meet identified minimum requirements including:

- Possess a valid FAA sport pilot certificate or higher with the appropriate light sport aircraft classifications,
- Possess a valid FAA Flight instructor certificate with sport pilot privileges in the appropriate aircraft classifications.
- Minimum hours for Weight Shift Instructors:
 - 500 hours as PIC in aircraft, which includes at least 200 hours in weight shift control, of which 100 hours in weight shift accrued within the past year, and
 - 200 hours as flight instructor in aircraft, which includes at least 150 hours flight instruction given in weight shift of which 50 hours accrued within the past year.

If the Contractor is using Ultralight time to meet the above requirements a verification letter form one of the following organizations shall be required:

- United States Ultralight Association, or
- Experimental Aircraft Association, or
- Aero Sports Connection, or
- United States Hang Gliding Paragliding Association.

The Contractor shall utilize aircraft that meet or exceed the following requirements:

- Weight shift machines must have less than 300 hours total flight time.
- The factor required maintenance must be followed on all aircraft used.

- The maximum age of the aircraft cannot exceed 3 years.
- Aircraft must hold a U.S. registration and airworthiness certificate.

C.3 DEFINITIONS (FEB 1997)

CLA.1103R

The following definitions are used to define the terminology contained herein and are applicable as required by the Federal Aviation Regulations (FAR):

- (a) **Flight Time:** Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).
- (b) **Approved Simulator:** A mechanical and/or electronic device that simulates the full flight characteristic, navigation capability and all systems malfunction characteristics of a certain type and model aircraft, shall duplicate the aircraft cockpit throughout with precision, shall have at least three axis motion, visual system, be the most modern simulator in the contractor's inventory and be approved by the Federal Aviation Administration in accordance with FAR Part 121.407, Part 121, Appendix H, and FAA Advisory Circular, AC 120-40 (as amended).
- (c) **Training Device:** A mechanical and/or electronic device that provides representation of a certain type and model aircraft to the extent of realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the Federal Aviation Administration in accordance with FAA Advisory Circular, AC 120-45 (as amended).
- d) **Crew Concept:** When one pilot/inspector is receiving pilot-in-command (PIC) training in a simulator/training device, the other pilot/inspector shall receive second-in-command training or flight engineer training (if applicable). When one pilot/inspector is receiving PIC training in the left seat of an airplane flight deck the other pilot/inspector shall receive observer time (flight deck seating permitted). No additional charge shall be made for the presence of, or instruction provided to, such additional FAA pilot/inspector.
- (e) **Initial Pilot Qualification:** The contractor shall provide the aircraft and/or simulator, and training necessary to enable the FAA pilot/inspector to pass the practical test to Airline Transport Pilot (ATP) standards for a type rating on subject airplane, in accordance with applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:
 - (1) Initial pilot qualification ground school.
 - (2) Initial pilot qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.
 - (3) Initial pilot qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.
 - (4) Initial pilot qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.
- (f) **Recurrent Pilot Qualification:** The contractor shall provide the ground school, simulator and/or aircraft to enable the FAA pilot/inspector to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:
 - (1) Recurrent aircraft systems ground school.
 - (2) Recurrent pilot simulator training including 100% proficiency check if simulator used meets at least the requirements for **Level C** as defined in AC 120-40 (as amended).
 - (3) Recurrent pilot flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.
- (g) **Initial Pilot/Flight Engineer Qualification:** The contractor shall provide the aircraft and/or simulator training necessary to enable the FAA pilot/inspector who possess an Airline Transport Pilot (ATP) Certificate, to pass both pilot-in-command (PIC) and flight engineer (FE), if applicable, practical tests to ATP standards for a type rating on subject airplane, in accordance with FAR Part 121, an FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:
 - (1) Initial pilot/flight engineer qualification ground school.
 - (2) Initial pilot/flight engineer qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

- (3) Initial pilot/flight engineer qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.
- (4) Initial pilot/flight engineer qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.
- (h) **Recurrent Pilot/Flight Engineer Qualification:** The contractor shall provide the ground school, simulator and/or aircraft training necessary to enable the FAA pilot/inspector to pass both Pilot in Command and Flight Engineer, if applicable, proficiency checks to ATP standards in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:
 - (1) Recurrent aircraft systems ground school.
 - (2) Recurrent pilot/flight engineer simulator training including 100% proficiency check if simulator used meets at least the requirements for **Level C** as defined in AC 120-40 (as amended).
 - (3) Recurrent pilot/flight engineer flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.
- (i) **Supplementary Training Hours:** The contracting officer may authorize hours in addition to those specified under Initial and Recurrent Pilot Qualification Training when required by the individual pilot/inspector to successfully complete type rating practical tests or proficiency checks. These hours shall be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Section B. In the event that any FAA pilot/inspector passes the applicable test(s) in less time than the hours indicated in the Schedule, or partially completes training, the contractor shall be paid the rate stated, less a pro rata credit for the unused time at the supplementary rate.
- (j) **Differences Training (if applicable):** The contractor shall provide all training necessary for both pilot and flight engineer, if applicable, pursuant to FAR Part 121.418, in accordance with the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight training shall conform to the principle of "Crew Concept". Types of training may include the following categories:
 - (1) Aircraft systems ground school.
 - (2) Training device
 - (3) Simulator
 - (4) Flight training.

C.4 GENERAL TRAINING REQUIREMENTS (FEB 1997)

CLA 1258R

- (a) All instruction must comply with the contractor's existing training program that has been approved by the FAA under Federal Aviation Regulations (FAR) Part 121, 135, 141, or 142 as appropriate. Although the FAA requires minimum hours for training, which may not be the exact hours in the contractor's, approved program, the contractor is requested to supplement systems training to meet the required minimums. The contractor is expected to exercise its best training efforts.
- (b) Simulator training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or simulator training, if applicable. The flight training shall be scheduled so as to accomplish not less than 1.5 hours and not more than 3.0 hours per inspector per training day. Flight/Simulator training may be integrated with ground school training if it is a part of the contractor's program. All training periods, including briefing and debriefing periods, must be completed no later than midnight and no training, including pre-flight briefing, shall begin before 6 a.m. In unusual circumstances, such as equipment malfunction, weather, etc., exceptions to the training hours may be made if it is for differences, recurrent, or supplemental training and is specifically approved by the FAA Contracting Officer.
- (c) Ground school instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:
 - (1) Inspectors shall receive a thorough briefing on the operation and use of the CBI equipment.
 - (2) At least one instructor shall be present or readily accessible by telephone to resolve any problems or questions that the inspector may have regarding the material presented in the CBI program.
 - (3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector.
- (d) Flight and simulator training shall conform to the principle called "Crew Concept".
- (e) The contractor shall contact the appropriate FAA District Office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft, and shall make the simulator/aircraft and appropriate personnel available for the purpose of administering the applicable check(s) required. If the

local FAA District Office is unable to provide a qualified inspector for the required check(s), the contractor shall immediately notify the Contracting Officer's Technical Representative (COTR).

- (f) The Government will designate those of its personnel who are to report to the contractor for training. In the event the FAA pilot/inspector fails to report as scheduled, the contractor shall promptly notify the FAA designated Training Coordinator (TC).
- (g) The contractor shall provide all training necessary to enable the FAA inspector to pass the appropriate pilot practical test or proficiency check as applicable.
- (h) If the FAA inspector has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in the schedule and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the contracting officer, who has the authority to authorize additional training. In the event such FAA inspector does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed as certified on the Certificate of Training, Appendix "A".
- (i) The contractor shall notify the TC of the FAA pilots/inspectors' completion status within 5 working days after completion of the training program.
- (j) Upon completion of all training, the contractor shall issue a Certificate of Training. The FAA inspector shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. The certificate shall conform to the format of Appendix "A" hereof. One copy of each such certificate shall be submitted to the designated TC.
- (k) The contractor shall furnish all training aids/facilities that meet the following minimum requirements:
 - (1) Sufficient chalkboards or blackboards for effective teaching shall be provided.
 - (2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the approved training course outline must be accurate and appropriate to the course for which they are used.
 - (3) The classroom shall be well lighted.
 - (4) Pilots/inspectors shall be seated at suitable tables that provide sufficient space for writing and accomplishing assigned tasks.
 - (5) The classroom shall be kept clean.
 - (6) Sanitary rest-room facilities shall be available within convenient distance of the classroom.
 - (7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.
 - (8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.
 - (9) Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of American Standards Institute in conducting contract training.
 - (10) Local environmental distractions adversely affecting student learning shall be eliminated.
 - (11) A copy of the Aircraft Flight Manual shall be provided each FAA pilot/inspector upon first enrollment (Initial or Recurrent) in a training course for this type aircraft and shall be retained by the FAA inspector. A "Flight Training Manual" utilized in the contractor's training program that is at least equal in content and quality to the Aircraft Flight Manual will be an acceptable substitute. Revisions to the manual shall be provided each FAA inspector on subsequent assignment to recurrent training. Such manuals and revisions shall be included within the prices set forth in Part I, Section B, Supplies and Services and Prices/Costs.
 - (12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.
 - (13) An FAA-approved simulator of the type specified in Part I, Section B, if applicable.
 - (14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal or provisional category by the FAA.
 - (15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.
 - (16) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.
- (l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall a FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.
- (m) The contractor shall provide all fuel, oil, landing fees, storage, and tie down service. The contractor shall pay for all these items and for any others related to operation and utilization of

each aircraft provided by the contractor for training hereunder; reimbursement for which shall be deemed included in the contract price **(unless otherwise directed in writing by Contracting Officer prior to Contract Award)**.

- (n) Each aircraft provided by the contractor shall be operated and maintained in accordance with applicable FAA regulations.

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PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA 1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

E.2 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

AMS 3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED- PRICE & COST REIMBURSEMENT (APR 1996)

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PART I - SECTION F - DELIVERIES OR PERFORMANCE**F.1 AUTHORIZED PERFORMANCE (JAN 1997)****CLA 0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)**CLA 0180**

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event simulator training and/or the flight training are conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training	Location (City and State)
Ground School	_____
Dual Flight Instruction	_____
Supervised Solo Flight	_____
Flight School	N/A

F.3 TRAINING SCHEDULE (OCT 2006)**CLA 0241**

- (a) The contractor shall start the training described in this contract within **30 calendar days** after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.
- (b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)**CLA 1137**

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.5 CONTRACT PERIOD (JAN 1997)**CLA 1604**

The effective period of this contract is **11.5 Months** or 1 year from the date of award, whichever is later, plus two 1-year options, if exercised.

F.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

AMS 3.10.1-9	STOP-WORK ORDER (OCT 1996)
AMS 3.10.1-11	GOVERNMENT DELAY OF WORK (APR 1996)
AMS 3.10.1-24	NOTICE OF DELAY (NOV 1997)
AMS 3.11-34	F.O.B. DESTINATION (APR 1999)

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PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA (NOV 2008)**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)**CLA 0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES – PILOT TRAINING (MAR 2003)**CLA 2912**

- (a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:
- (1) A completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
 - (2) Detailed invoice(s) for training provided, depicting:
 - (i) student name(s),
 - (ii) contract number and applicable delivery order number,
 - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
 - (iv) extended totals for invoiced quantities.
- (b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."
- (c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913

Appendix A and one copy of invoice(s) to:
 FAA Contracts and Program Administration Branch, (AMA-260)
 P.O. Box 25082
 Oklahoma City, OK 73125

Copy of Invoice(s) to: FAA Contracts Administration Branch, (AMA-340)
 Contract Management Team Aviation, Medical & Training Acquisition Division
 P.O. Box 25082
 Oklahoma City, OK 73125

G.4 GOVERNMENT PROPERTY REPORTS (JAN 1997)**CLA 4528**

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.5 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>).

AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997) CLA 0148

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AUTHORIZED PERFORMANCE (JAN 1997) CLA 0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

H.3 REQUIREMENTS FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA 1262

- (a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.
 - (1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.
 - (2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.
 - (3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.
- (b) **Government Screening Standards for Contractor Personnel.**
 - (1) The Contractor shall inform prospective employees that the FAA will perform background Investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.
 - (2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor

must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

- (3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.
- (c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:
 - (1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or
 - (2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.
 - (d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.
 - (e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.
 - (f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.
 - (g) Neither the time required performing the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.
 - (h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

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items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.7 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCT 1996)

Notwithstanding the requirements of paragraph (c) of Clause 3.2.4-19, Requirements, FAA Inspectors assigned to certificate management responsibilities of an air carrier under the Air Transportation Oversight System (ATOS) are excluded from the Schedule specified in this contract.

I.8 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, six (6) months.

I.9 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond POP. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond POP, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

- (a) Definitions. As used in this clause
"Central Contractor Registration (CCR) database" means the primary Government repository for

Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Trade-style, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successfully registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the

notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.11 AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect,

or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance

with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.12 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

AMS 3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)
AMS 3.2.2.3-33	ORDER OF PRECEDENCE (JUL 2004)
AMS 3.2.2.3-75	REQUESTS FOR CONTRACT INFORMATION (JUL 2004)
AMS 3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 1996)
AMS 3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
AMS 3.2.4-34	OPTION TO EXTEND SERVICES (APR 1996)
AMS 3.2.5-1	OFFICIALS NOT TO BENEFIT (APR 1996)
AMS 3.2.5-3	GRATUITIES OR GIFTS (JAN 1999)
AMS 3.2.5-4	CONTINGENT FEES (OCT 1996)
AMS 3.2.5-5	ANTI-KICKBACK PROCEDURES (OCT 1996)
AMS 3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1999)
AMS 3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)
AMS 3.3.1-1	PAYMENTS (APR 1996)
AMS 3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APR 1996)
AMS 3.3.1-8	EXTRAS (APR 1996)
AMS 3.3.1-9	INTEREST (JAN 2008)
AMS 3.3.1-10	AVAILABILITY OF FUNDS (APR 1996)
AMS 3.3.1-15	ASSIGNMENT OF CLAIMS (APR 1996)
AMS 3.3.1-17	PROMPT PAYMENT (JAN 2008)
AMS 3.3.2-1	FAA COST PRINCIPLES (OCT 1996)

AMS 3.4.2-6 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)

AMS 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES-SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APR 1996)

AMS 3.4.1-12 INSURANCE (JUL 1996)

AMS 3.6.2-2 CONVICT LABOR (APR 1996)

AMS 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)

AMS 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 2007)

AMS 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APR 2000)

AMS 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERAN OF VIETNAM ERA (APR 2007)

AMS 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)

AMS 3.6.2-37 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APR 2007) (effective if over \$100K)

AMS 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)

AMS 3.6.3-2 CLEAN AIR AND CLEAN WATER (APR 1996)

AMS 3.6.3-16 DRUG FREE WORKPLACE (JAN 2004)

AMS 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APR 1996)

AMS 3.8.2-19 PROHIBITION ON ADVERTISING (OCT1996)

AMS 3.9.1-1 CONTRACT DISPUTES (NOV 2002)

AMS 3.9.1.2 PROTEST AFTER AWARD (AUG 1997)

AMS 3.10.1-7 BANKRUPTCY (APR 1996)

AMS 3.10.1-12 CHANGES—FIXED-PRICE (APR 1996)

AMS 3.10.1-12 CHANGES-FIXED PRICE ALTERNATE 1 (APR 1996)

AMS 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)

AMS 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)

AMS 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)

AMS 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
ATTACHMENT A	CERTIFICATE OF TRAINING	2/11/05	1
ATTACHMENT B	FAA ACADEMY (END OF COURSE EVALUATION)	11/95	2
ATTACHMENT C			

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**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

BUSINESS DECLARATION

1. Name of Firm: _____

2. Address of Firm: _____

3. a. Telephone No. of Firm: _____ b. Facsimile No. of Firm: _____

4. a. Name of Person Making Declaration: _____

b. Telephone No. of Person Making Declaration: _____

c. Position Held in the Company: _____

5. Controlling Interest in Company: ("X" all appropriate boxes)

() Black American () Hispanic American () Native American () Asian American

() Female Non-Minority () Male Non-Minority () Female () Male

() 8(a) Certified (Certification letter attached) () Other (Specify) _____

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

() Yes () No (If No, provide the name and telephone number of the person who has this authority.)

7. Nature of Business (Specify all major services/products and NAICS codes.) _____

8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____

9. Type of Ownership: () Sole Ownership () Partnership () Other (Explain) _____

10. Gross receipts of the firm for the last three years: (a) Year Ending: _____ Gross Receipts: \$ _____ - _____

(b) Year Ending: _____ Gross Receipts: \$ _____ (c) Year Ending: _____ Gross Receipts: _____

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN), and Data Universal Numbering System (DUNS): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? () Yes () No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I
AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Typed Name and Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.
- (2) The small business size standard is \$23.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, a joint venture or other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

K.4 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

NAME: _____

TITLE: _____

PHONE NUMBER _____

K.5 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR, intends, does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.

- (b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City: _____

State: _____

Zip Code: _____

Name of owner and operator, if other than the owner:

K.6 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)**(a) Definitions.**

- (1) **"Common parent,"** as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) **"Corporate status,"** as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) **"Taxpayer Identification Number (TIN),"** as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

A common parent does not own or control the offeror as defined in paragraph (a).

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.7 AMS 3.2.2.3-76 REPRESENTATION – RELEASE OF CONTRACT INFORMATION (JUL 2004)

- (a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.
- (b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:
- (c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that—

- (1) You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and,
- (2) You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that—

- (1) You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and
- (2) As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

K.8 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OCT 2008)

- (a) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subdivision (a) (1) (i) (B) of this provision.
 - (ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that—

- (a) It has, has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It has, has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 AMS 3.8.2-18 CERTIFICATION OF DATA (OCT 1996)

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information And/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
 (b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or, (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
 (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and Making a false, fictitious, or fraudulent certification may render the maker subject to prosecution Under Title 18, United States Code, Section 1001.

K.13 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

1. AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1996)
2. AMS 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APR 2000)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

- (a) The Procurement Contracting Officer (PCO) is the only point of contact for this acquisition. **Address any questions or concerns that you may have to the PCO by 12:00 PM CST, 26 February 2009.** Only written requests for clarification may be sent to the PCO at the address located on the front page of the SIR, ATTENTION: Kathrine Budd or via email at kathrine.budd@faa.gov. All questions and Government responses will be provided to each identified interested party.
- (b) The Government intends to award this contract to the Lowest Price Technically Acceptable (LPTA) Offeror.
- (c) It is the intent of the Government to award a Firm Fixed Priced Indefinite Delivery/Requirements Contract priced by each Student contract with the priced option years.
- (d) The offeror shall submit an overall proposal consisting of
1. **It is recommended the Contractor provide an offeror letter with ground rules & assumptions outlining the requirement outlined in Section C, Performance Work Statement. Any provisions not applicable to the requirement. (i.e. Government provided Syllabus, therefore a Contractor FAA approved training program is not applicable, References to simulator training, etc.)**
 2. **Screen Information Request/Past Performance Questionnaires:**
This section shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror along with References and Past Performance Questionnaires (Section J- Attachment II) from a minimal of three (3) recent contracts you consider most relevant in demonstrating your ability to perform this requirement.
 3. **Technical Proposal:**
This section shall contain requirements outlined in Section C, Performance Work Statement, of this document in accordance with **all applicable** Clauses and Provisions.
 4. **Pricing Proposal:**
This section shall contain Contractor pricing.
Note: The Government anticipates that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of their price, man-hours, material costs and any other recurring or non-recurring costs, If however, competition does not materialize, the Contracting Officer may require upon request "other than certified cost and pricing" deemed necessary to adequately evaluate the reasonable of the price. Examples of "other than certified cost and pricing" include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.

L.2 OPTION YEAR PROPOSALS

- (a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on three years, we invite you to submit an offer for 1 year only.
- (b) The Government reserves the right to delete the option periods in negotiations in the event a 1-year proposal is less than the first year of a proposal offering option periods.

L.3 COST INFORMATION (JAN 1997)**CLA 0169**

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA 1045

- (a) Offerors must submit technical proposals (one copy) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (b) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) The technical proposal must provide information to address the following evaluation categories, which are all equal in importance:
 - (1) Provide a syllabus of the current FAA-approved program. Address the initial, recurrent, and standardization training programs;
 - (2) Provide an outline form systems training proposed to meet the FAA minimum hours;
- (d) In addition to the technical information requested above for evaluation, offerors must provide the following additional information: This additional information will not be evaluated as a part of the technical evaluation; however, it will be used to determine contractor responsibility and ability to perform:
 - (1) Provide your projected training schedule and dates when contract training can be performed;
 - (2) Provide a brief description of your experience in conducting similar/identical training on **LIGHT SPORT/WEIGHT SHIFT** type aircraft;
 - (3) If simulator training is required as a part of your proposal, provide evidence of having a FAA-approved simulator, or proof of access to a FAA-approved simulator, which will enable adequate contract performance;
 - (4) If the proposal includes lease of an aircraft or a simulator, provide a copy of the lease/rental agreement and documentation showing evidence that lease/rental price is the most advantageous to the Government;
 - (5) Describe the availability of facilities, classes, instructors, equipment, etc., to meet the requirements of the solicitation.

L.5 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA 2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.6 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA 4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.7 AMS 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2007)

- DIFAAC-09-R-00813 Light Sport/Weight Shift Aircraft Pilot Training 52
- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
 - i. Contracts written on paper and contracts in electronic form;
 - ii. Pen-and-ink signatures and electronic signatures; and
 - iii. Other legally-required written records and the same information in electronic form.
 - (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
 - (c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are [CO should list acceptable means of electronic commerce to include electronic mail, electronic bulletin boards, etc.].
 - (d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are [CO should list the portions of the contract authorized for electronic commerce to include areas such as official correspondence, contract modifications, or all contract actions].
 - (e) The use of electronic signature technology [CO to enter is or is not] authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology [CO to enter the means of electronic signature technology authorized to include PIN numbers or passwords, digital signatures, smart cards, etc].
 - (f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.
(End of Clause)

L.8 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

- (a) The offeror (you) may submit responses to this SIR by FAX or email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to (FAX) 405-954-3030 or email at kathrine.budd@faa.gov
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.9 AMS 3.2.2.3-22 PERIOD OF ACCEPTANCE OF OFFER (JUL 2004)

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.
(End of provision)

L.10 AMS 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award for the Firm Fixed Price (FFP) of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request (SIR).

L.11 AMS 3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards

- of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
 - (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.
 - (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
 - (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
 - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
 - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed
 - (4) on the later of the following two dates:
 - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.
 - (f) Protests shall be filed at:
 - (1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Ave., S.W., Room 323, Washington, DC 20591, Telephone: (202) 267-3290, Facsimile: (202) 267-3720; or
 - (2) other address as specified in 14 CFR Part 17.
 - (g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).
 - (h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.12 AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)

- (a) Definitions as used in this clause
 - "**Contractor Identification Number**," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)
 - "**Data Universal Numbering System +4 (DUNS+4) number**" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.
- (b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 numbers below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR

database.

DUNS OR DUNS+4 NUMBERS: _____

- (c) If the offeror does not have a DUNS number; it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

**L.13 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DEC 2005)**

This screen information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via the Internet from the Federal Aviation Administration home page (<http://www.asu.faa.gov/conwrite/>)

AMS 3.2.2.3-1	FALSE STATEMENTS IN OFFERS (JUL 2004)
AMS 3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)
AMS 3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)
AMS 3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)
AMS 3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)
AMS 3.2.2.3-16	RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)
AMS 3.2.2.3-17	PREPARING OFFERS (JUL 2004)
AMS 3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JUL 2004)
AMS 3.2.2.3-19	CONTRACT AWARD (JUL 2004)

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PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF CONTRACT AWARD

Award will be made to the Lowest Priced Technically Acceptable (LPTA) Offeror deemed responsible in accordance with AMS 3.2.2.2 and whose proposal is responsive to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. The Government intends to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

M.2 ALL OR NONE BASIS OF AWARD

Award will be made on the basis of all line items or none. Notwithstanding any other provision, award of a contract will be made on the aggregate of all line items shown in the Schedule. Multiple awards will not be considered

EVALUATION CRITERIA

The overall evaluation criteria used to determine the "acceptability" or "unacceptability" of the relevant performance (current and/or past) and technical proposals addressing the six (6) factors associated with courier service as follows: 1. Training Program/ Course Syllabus of the current FAA-approved program; 2. Resume(s) for each instructor conducting training, 3. valid FAA sport pilot certificate or higher; 4. valid FAA flight instructor certificate with sport pilot privileges; 5. evidence of minimum hours for weigh shift instructors including 1) 500 hours as in aircraft and 2) 200 hours as aircraft flight instructor accrued in the last 12 months; 6. If required Evidence of Ultralight time to meet requirements

M.5 EVALUATION OF PROPOSALS (JUN 2007)

CLA 0213R

- (a) Technical proposals will be evaluated according to the categories listed below which are all equal in importance and rated as Acceptable or Not Acceptable:

The overall evaluation criteria used to determine the "acceptability" or "unacceptability" of the relevant performance (current and/or past) and technical proposals addressing the six (6) factors associated with courier service as follows: 1. Training Program/ Course Syllabus of the training program; 2. Resume(s) for each instructor conducting training, 3. valid FAA sport pilot certificate or higher; 4. valid FAA flight instructor certificate with sport pilot privileges; 5. evidence of minimum hours for weigh shift instructors including 1) 500 hours as in aircraft and 2) 200 hours as aircraft flight instructor accrued in the last 12 months; 6. If required Evidence of Ultralight time to meet requirements

FACTOR 1: TRAINING PROGRAM/COURSE SYLLABUS OF THE CURRENT FAA-APPROVED PROGRAM

CRITERIA: A Training Program/Course Syllabus is required of the offeror along with any proposed supplemental/additional changes.

ACCEPTABLE: The standard is met when the offeror submits a Training Program/Course Syllabus that demonstrates how the offeror will fulfill the requirements outlined in the Solicitation.

FACTOR 2: RESUME(S) FOR EACH INSTRUCTOR CONDUCTING TRAINING

CRITERIA: A resume for each instructor who will be conducting training under the contract.

ACCEPTABLE: The standard is met when the offeror provides a resume verifying that he/she meets the flight experience requirements outlined Performance Work Station Section C.2 of this document.

FACTOR 3: VALID FAA SPORT PILOT CERTIFICATE OR HIGHER

CRITERIA: A valid FAA Sport Pilot Certificate or higher

ACCEPTABLE: The standard is met when the offeror provides a valid FAA sport pilot certificate with the appropriate light sport aircraft classifications.

FACTOR 4: VALID FAA FLIGHT INSTRUCTOR CERTIFICATE WITH SPORT PILOT PRIVILEGES

CRITERIA: A valid FAA Flight Instructor with Sport Pilot Privileges

ACCEPTABLE: The standard is met when the offeror is able to provide a valid Flight instructor Certificate with sport pilot privileges in the appropriate aircraft classifications

FACTOR 5: EVIDENCE OF MINIMUM HOURS FOR WEIGHT SHIFT INSTRUCTORS INCLUDING 1) 500 HOURS AS PIC IN AIRCRAFT AND 2) 200 HOURS AS AIRCRAFT FLIGHT INSTRUCTOR ACCRUED IN THE LAST 12 MONTHS.

CRITERIA:

1. 500 hours as PIC in aircraft, including at least 200 hours in weight shift control, of which 100 hours in weight shift accrued within the past year; and
2. 200 hours as flight instructor given in weight shift of which 50 hours accrued with in the past 12 months.

ACCEPTABLE: The standard is met when the offeror is able to provide evidence of 1) FAA-500 hours as PIC in aircraft outlined in PWS Section C.2 and approved; and 2) 200 hours as flight instructor in aircraft outlined in PWD Section C.2 if this document.

FACTOR 6: IF REQUIRED EVIDENCE OF ULTRALIGHT TIME TO MEET REQUIREMENTS

CRITERIA: IF Using Ultralight Time Then Evidence of Ultralight Time is required.

ACCEPTABLE: The standard is met when the offeror is able to provide Verification letter from one of the following organizations.

- United States Ultralight Association, or
- Experimental Aircraft Association, or
- Aero Sports Connection, or
- United States Hang Gliding Paragliding Association

(b) Evaluation of price proposals will consider the total price proposed per student. Price evaluation will also include the total amount offered for supplementary training hours and option years, if requested as a part of the Schedule B.

(c) Award will be made to the Lowest-Priced Technically Acceptable (LPTA), responsible offeror, with satisfactory past performance.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JUL 2007)**CLA 0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.7 AMS 3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

CERTIFICATE OF TRAINING - APPENDIX A

This Certificate of Training for pilots and flight engineers shall be prepared by the contractor and furnished to the FAA as evidence of completion of training for the student indicated.

RETURN OF AN ACCURATELY COMPLETED CERTIFICATE OF TRAINING IS ESSENTIAL SINCE CERTIFICATION FOR PAYMENT UNDER THE CONTRACT CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED --- CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT CERTIFYING RECEIPT OF THE COURSE FLIGHT, FLIGHT TRAINING DEVICE, SIMULATOR, AND GROUND SCHOOL HOURS COMPLETED---

As soon as the training has been completed, the contractor shall return this certificate together with the other items specified in the Payment Clause to the following address:

FAA Mike Monroney Aeronautical Center
 FAA Academy - ATTN: Contracts and Program Administration Branch, AMA-260
 P.O. Box 25082
 Oklahoma City, Oklahoma 73125

CONTRACTOR: _____ CONTRACT NO.: DTFA-AC-_____

COURSE: _____ DELIVERY ORDERS NO.: DTFA-AC-_____

TYPE OF FLIGHT CHECK COMPLETED (circle)		
Initial Qualification	Recurrent Qualification	Other (specify) _____

TRAINING DATES:	TOTAL TRAINING HOURS
GROUND SCHOOL _____	_____ Hours
	PIC RT SEAT / OBS / F.E.
FLIGHT TRAINING DEVICE _____	_____ _____ Hours
SIMULATOR _____	_____ _____ Hours
FLIGHT _____	_____ _____ Hours

COMPLETION STATUS (circle one): PASS FAIL WITHDRAW INCOMPLETE

I certify that I received the ground school, flight-training device, simulator, and flight time as reported herein.

STUDENT SIGNATURE _____ DATE _____

CONTRACTOR OFFICIAL SIGNATURE _____ DATE _____

****NOTE: FAA Student: Your signature certifies that you received the flight, ground school, and simulator time as indicated. Payment will be made from this document. Please complete the course evaluation / course information data on pages 2 and 3.

****NOTE: ANY TRAINING TIME (PER INDIVIDUAL) ABOVE AND BEYOND THAT SPECIFIED BY THE ABOVE REFERENCED CONTRACT / ORDER NUMBER REQUIRES ADVANCE APPROVAL FROM THE CONTRACTING OFFICER.

Revision 4 [2/11/05]



FAA ACADEMY
End-of-Course Evaluation

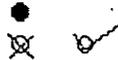


Course:

Class:

Training Org:

Shade circles like this: ●
Not like this: ○



Do not write outside boxes.

The FAA Academy wants your candid opinions. Your feedback will help us provide the best possible products and services.

Please rate the course on the following factors:

	Highly Satisfactory	Satisfactory	Somewhat Satisfactory	Slightly Satisfactory	Not At All Satisfactory	N/A
Length of course.....	<input type="radio"/>	<input type="radio"/>				
Depth of information.....	<input type="radio"/>	<input type="radio"/>				
Pace of training.....	<input type="radio"/>	<input type="radio"/>				
Clarity of objectives.....	<input type="radio"/>	<input type="radio"/>				
Relevance to your job.....	<input type="radio"/>	<input type="radio"/>				
Sequence of content.....	<input type="radio"/>	<input type="radio"/>				
Opportunity to practice.....	<input type="radio"/>	<input type="radio"/>				
Suitability of course materials.....	<input type="radio"/>	<input type="radio"/>				
Effectiveness of instructors....	<input type="radio"/>	<input type="radio"/>				
Equipment.....	<input type="radio"/>	<input type="radio"/>				
Facilities.....	<input type="radio"/>	<input type="radio"/>				
OVERALL QUALITY.....	<input type="radio"/>	<input type="radio"/>				

If any area needs improvement, what specific change(s) would you suggest?

Rate how well the training met your needs: Excellent Good Average Fair Poor N/A

If you selected "Fair" or "Poor," please explain.



48713

COMMENTS: (Please categorize any comment by printing it in the appropriate space and darkening the circle.)

Suggestion

Complaint

Compliment

Other

REMINDER: Did you darken the circle of each comment? **THANK YOU!**