SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >	RATING	PAGE OF 1 / 32

2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE
	DTFAAC-09-R-01260	[X] NEGOTIATED (RFO)	Feb 27 2009	NO. AC-09-01839 (FAA Internal Use Only)

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
FAA, AMT Acquisition Division (AMQ-310) **6500 South MacArthur Boulevard, MPB Bldg, Rm, 313** **P.O. Box 25082** **Oklahoma City, OK 73125-4931**	**Multi-Purpose Building, Room 313** **6500 South MacArthur Boulevard** **P.O. Box 25082** **Oklahoma City, OK 73169**

INDEFINITE DELIVERY/REQUIREMENTS
FULL & OPEN COMPETITIVE PROCEDURES

SOLICITATION SHORT SD3-60 INITIAL/ RECURRENT/ SUPPLEMENTAL PILOT 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 313, Multi-Purpose Building** until **3:00** *(Hour)* local time 27 MAR 2009 *(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	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	Gilbert Park	405-954-7869 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
	%	%	%	%

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	17. SIGNATURE	18. OFFER DATE
	[ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

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	25. PAYMENT WILL BE MADE BY 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**	**FAA, Financial Operations Division (AMZ-100)** **6500 South MacArthur Boulevard** **P.O. Box 25082** **Oklahoma City, OK 73125-4304**

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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
BASE YEAR
07/10/2009-07/09/2010

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

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

BASE YEAR SUPPLIES/SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
CLIN 0001				
Short SD3-60 Initial Pilot Qualification Training (FAA28179) to include:		2 Students	@ $_____	$_____
	Minimum Required	Contractor's Proposal		
a. Ground School: (Including Briefing/Debriefing)	60 hours	____hours		
b. Level "C" Simulator: (Including 100% FAA Practical Test)	16 hours	____hours		
CLIN 0002				
Short SD3-60 Recurrent Pilot Qualification Training (FAA28192)		4 Students	@ $_____	$_____
	Minimum Required	Contractor's Proposal		
a. Ground School: (Including Briefing/Debriefing)	24 hours	____hours		
b. Level "C" Simulator: (Including Proficiency check)	8 hours	____hours		
CLIN 0003				
Supplementary Training Hours				
a. Ground School – cost per hour			$_____	$_____
b. Simulator – cost per hour			$_____	$_____
c. Supplemental Instructor – cost per hour			$_____	$_____

Base Year Total (Include Item 3) $_____

OPTION I – FIRST OPTION YEAR
07/10/2010 – 07/09/2011

SUPPLIES/SERVICES		ESTIMATED ANNUAL REQUIREMENT		UNIT PRICE	TOTAL AMOUNT
CLIN 0004					
Short SD3-60 Initial Pilot Qualification Training (FAA28179) to include:		2 Students	@	$_____	$_____
	Minimum Required	Contractor's Proposal			
a. Ground School: (Including Briefing/Debriefing)	60 hours	____hours			
b. Level "C" Simulator: (Including 100% FAA Practical Test)	16 hours	____hours			
CLIN 0005					
Short SD3-60 Recurrent Pilot Qualification Training (FAA28192)		4 Students	@	$_____	$_____
	Minimum Required	Contractor's Proposal			
a. Ground School: (Including Briefing/Debriefing)	24 hours	____hours			
b. Level "C" Simulator: (Including Proficiency check)	8 hours	____hours			
CLIN 0006					
Supplementary Training Hours					
a. Ground School – cost per hour				$_____	$_____
b. Simulator – cost per hour				$_____	$_____
c. Supplemental Instructor – cost per hour				$_____	$_____

Option I – First Option Year Total $_____

OPTION II - SECOND OPTION YEAR
07/10/2011 – 07/09/2012

SUPPLIES/SERVICES		ESTIMATED ANNUAL REQUIREMENTS		UNIT PRICE	TOTAL AMOUNT
CLIN 0007					
Short SD3-60 Initial Pilot Qualification Training (FAA28179) to include:		2 Students	@	$_____	$_____
	Minimum Required	Contractor's Proposal			
a. Ground School: (Including Briefing/Debriefing)	60 hours	____hours			
b. Level "C" Simulator: (Including 100% FAA Practical Test)	16 hours	____hours			
CLIN 0008					
Short SD3-60 Recurrent Pilot Qualification Training (FAA28192)		4 Students	@	$_____	$_____
	Minimum Required	Contractor's Proposal			
a. Ground School: (Including Briefing/Debriefing)	24 hours	____hours			
b. Level "C" Simulator: (Including Proficiency check)	8 hours	____hours			
CLIN 0009					
Supplementary Training Hours					
a. Ground School – cost per hour				$_____	$_____
b. Simulator – cost per hour				$_____	$_____
c. Supplemental Instructor – cost per hour				$_____	$_____

Option II - Second Option Year Total $_____

Total Estimated Contract Value (CLIN 0001-0009) $_____

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 Gulfstream G-III Pilot 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 – SHORT SD3-60 PILOT TRAINING

If the contractor's FAA approved program contains less than the minimum required hours of Part I, Section B, of this solicitation, the contractor is required to supplement their approved program with additional ground school/simulator/flight training, as appropriate, to the minimum required hours. Such additional training should cover systems/procedures or be otherwise directly related to the successful completion of the type rating/proficiency check. The contractor is requested, within the limits of their approved program, to substitute training directly related to the successful completion of the type rating/proficiency check rather than company specific training such as employee/customer relations, filling out company forms, evacuation training, company communications, or other items not directly related to the completion of the type rating/proficiency check.

WHEN RESPONDING TO THIS SOLICITATION, THE CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THEIR FAA APPROVED TRAINING PROGRAM, ALONG WITH PROPOSED SUPPLEMENTAL ADDITIONS/CHANGES. THE APPROVED PROGRAM SUBMITTED MUST INCLUDE A COURSE SYLLABUS, INCLUDING PROPOSED ADDITIONS/CHANGES, IN SUFFICIENT DETAIL TO DETERMINE COMPLIANCE WITH THE MINIMUM HOURLY REQUIREMENTS OF THE SOLICITATION.

The FAA will make every effort to enroll two pilot/inspectors per class. This will allow concurrent training at the captain and first officer positions during simulator periods. It should be noted that the minimum required simulator times are per pilot/inspector. For example, during recurrent training, a requirement of 12 hours simulator time per pilot/inspector would mean a total of 24 hours of simulator required for a two pilot/inspector class. When the FAA enrolls one pilot/inspector per class, it is expected that additional supplementary training may be required. If an additional crewmember is required for training pilot/inspectors under the "crew concept", the contractor will provide an additional instructor at the rate specified in Section B, Supplemental Training, to accomplish the duties of the additional crewmember. Supplemental training must be approved in advance on a case by case basis by the Contracting Officer.

Training of FAA pilot/inspectors is not to be conducted between the hours of midnight and 6:00 a.m., including simulator pre/post briefings. A maximum of four hours simulator instruction per day or eight hours of ground school per day per inspector class is permitted. To maintain maximum continuity between simulator training sessions, the contractor is requested to minimize the switching of simulator instructors.

FAA personnel do not ordinarily operate the aircraft in which they are rated on a regular basis. Accordingly, it is necessary that they receive the most complete review possible when attending recurrent training. If the contractor's approved program allows for a partial review of systems and procedures during successive recurrent training periods, it is required that the contractor supplement their approved program to achieve a complete review for FAA pilot/inspectors during each recurrent course.

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 approved 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. Such ground instruction must either be classroom or computer based training in accordance with the General Training Requirements of the solicitation.

If the contractor's approved training program is specific to an all-cargo aircraft configuration, the contractor is required to supplement their approved program with ground instruction covering differences with a passenger

carrying configuration of the aircraft. Similarly, when the contractor's program is specific to an all passenger configuration, the contractor is required to supplement their program to cover differences with all-cargo configurations.

This solicitation requires simulator training to be conducted in a minimum approved Level C Simulator. Any level training device time may be substituted for the minimum required ground school time. Simulator pre/post briefing will be considered as ground school training. The contractor's approved training program must allow any substitutions the contractor makes.

C.3 DEFINITIONS (FEB 1997) CLA.1103

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.1258

(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 I.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 tiedown 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.

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

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)

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

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

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	_____
Simulator Training	_____

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.1604R

The effective period of this contract is July 10, 2009 through July 9, 2010 for the base year, and if extended by exercise of option, one-year periods designated as follows:

Beginning 10 July 2010 through 10 July 2011 – Option I
10 July 2011 through 10 July 2012 – Option II

However, should the award date exceed the above anticipated period of performance, dates will be adjusted accordingly upon award.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

AMS 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

AMS 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
AMS 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)
AMS 3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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.2912R

(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 to:	FAA, Contracts Administration Section (AMQ-340) P.O. Box 25082 Oklahoma City, OK 73125

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (January 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.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.4 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

I.1 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006) CLA.1029

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

(1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and

(2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft/simulator as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft/simulator, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2)Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.3 LOSS OR DAMAGE (JAN 1997) CLA.3201

The contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature from injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of aircraft flight training in connection with this contract, regardless of whether the loss or damage occurs in flight or on the ground, resulting in whole or in part from the negligent acts, fault, or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor. This excludes conditions or situations which are the sole responsibility of the Government, loss or damage resulting from improper aircraft maintenance by the Government, defects in Government-owned aircraft, or failure of Government-owned and maintained equipment arising from Government negligence, action, or inaction.

I.4 RISK AND INDEMNITIES (DEC 1997) TAR 1252.228-72

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

(i) participated in preparation of proposals for award; or
(ii) are planned to be used during performance; or
(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or
(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.
(2) Exclusion from subsequent FAA contracts.
(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

_____
Authorized Representative

_____
Company Name

_____
Date

AMS 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

AMS 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor-
  (1) Any order for a single item in excess of the total amount stated on the Schedule for the base period and all options;
  (2) Any order for a combination of items in excess of the total amount stated on the Schedule for the base period and all options; or
  (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

AMS 3.2.4-19 REQUIREMENTS (OCTOBER 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.

EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCTOBER 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.

AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 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 years, six months.

AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. 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 the current fiscal year, 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.

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 number, 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 number 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) Tradestyle, 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 successful 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.

AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 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 Fedwire 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.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

AMS 3.1.7-2	**ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**
AMS 3.2.2.3-33	**ORDER OF PRECEDENCE (JULY 2004)**
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AMS 3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
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AMS 3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)
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AMS 3.8.2-11	CONTINUITY OF SERVICES (OCT 2008)
AMS 3.8.2-19	PROHIBITION ON ADVERTISING (OCTOBER 1996)
AMS 3.9.1-1	CONTRACT DISPUTES (NOVEMBER 2002)
AMS 3.9.1-2	PROTEST AFTER AWARD (AUGUST 1997)
AMS 3.10.1-7	BANKRUPTCY (APRIL 1996)
AMS 3.10.1-12	CHANGES—FIXED-PRICE (APRIL 1996)
AMS 3.10.1-12	CHANGES – FIXED-PRICE ALTERNATE I (APRIL 1996)
AMS 3.10.1-25	NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
AMS 3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
AMS 3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
AMS 3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Certification of Training Appendix A (supersedes all Previous Appendix A Forms. Previous forms are no longer usable).	02/11/05	3

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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/RFO (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: _____ Tax Identification No.: _____

2 Address of Firm: _____ DUNS No.: _____

3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____

4 a. Name of Person Making Declaration _____

b. Telephone Number of Person Making Declaration _____

c. Position Held in the Company _____

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

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American
☐ d. Asian American

☐ e. Other Minority *(Specify)* _____ ☐ f. Other *(Specify)* _____

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified *(Certification letter attached)* ☐ j. Service Disabled Veteran Small Business

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?

☐ a. Yes ☐ b. No *(If "NO," provide the name and telephone number of the person who has this authority.)*

_____

7 Nature of Business *(Specify all* _____

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

9 Type of Ownership ☐ a. Sole Ownership ☐ b. Partnership ☐ c. Other (Explain)

10. Gross receipts of the firm for the last three years:

a.1. Year Ending: _____ b.1. Gross Receipts _____

a.2. Year Ending: _____ b.2. Gross Receipts _____ a.3. Year Ending: _____ b.3. Gross Receipts _____

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business?
☐ a. Yes ☐ b. 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 USCS 1001.

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. 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 $25.5 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.

AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 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).

AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 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_____

AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 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.

AMS 3.2.2.3-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

[ ] (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

[ ] (b) Are enclosed.

AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 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(I)(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 _____

AMS 3.2.2.3-76 REPRESENTATION – RELEASE OF CONTRACT INFORMATION (JULY 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.

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2009)

(a)(1) 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, tax evasion, violating Federal criminal tax laws 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.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently
required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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.
(2) '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 nonresponsible.

(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.

AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 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: _____

AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 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.

AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 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.

3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JULY 2008)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; ; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

__(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

__(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

__(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

__(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their

corresponding Northern American Industry Classification System (NAICS) sectors:
(a) Major group code 10 (except 1011, 1081,amd 1094).
(b) Major group code 12 (except 1241).
(c) Major group code 20 through 39.
(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or
__(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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 the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

AMS 3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)
AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)
AMS 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 2000)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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.2 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.3 QUALIFICATION CRITERIA (JAN 1997) CLA.1037

To be considered qualified, each offeror must possess an applicable training program approved under FAR Part 121 or FAR Part 135 or a training course approved under FAR Part 141 or FAR Part 142 for the aircraft identified herein and shall submit a technical proposal in accordance with the provision in Section L entitled, "Preparation of Technical Proposals."

L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997) CLA.1045

(a) Offerors must submit technical proposals (two copies) 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 or identical training on subject 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 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's 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.

AMS 3.2.2.3-20 ELECTRONIC OFFERS (JULY 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 beth.orton@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.

AMS 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request.

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 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.

AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 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 number 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 NUMBER: _____

(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) Tradestyle, 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).

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

AMS 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
AMS 3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (JULY 2004)
AMS 3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (JULY 2004)
AMS 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
AMS 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
AMS 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
AMS 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
AMS 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING OF DATA (JULY 2004)
AMS 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
AMS 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)
AMS 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
AMS 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS (JUNE 2007) CLA.0213

(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:
  (1) Current FAA-approved program, including the initial, recurrent, and standardization training programs (as appropriate).
  (2) Systems training proposed to determine that it meets the FAA minimum hours;
  (3) Approved transition training program;
(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, responsible offeror, with satisfactory past performance.

M.2 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 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.

AMS 3.2.4-31 EVALUATION OF OPTIONS (APRIL 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).

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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 ORDER 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]

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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	O	O	O	O	O	O
Depth of information	O	O	O	O	O	O
Pace of training	O	O	O	O	O	O
Clarity of objectives	O	O	O	O	O	O
Relevance to your job	O	O	O	O	O	O
Sequence of content	O	O	O	O	O	O
Opportunity to practice	O	O	O	O	O	O
Suitability of course materials	O	O	O	O	O	O
Effectiveness of instructors	O	O	O	O	O	O
Equipment	O	O	O	O	O	O
Facilities	O	O	O	O	O	O
OVERALL QUALITY	O	O	O	O	O	O

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

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

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

AC Form 3000-143 (11/95) (NSN 0052-00-916-2000)

PLEASE CONTINUE ON THE OTHER SIDE!

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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!**