SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >	RATING	PAGE OF 1	40

2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE
	DTFAAC-11-R-00009	[X] NEGOTIATED (RFO)	TBD	NO. AC-09-00210 (FAA Internal Use Only)

7. ISSUED BY CODE
FAA, AMT Acquisition Division (AMQ-310)
6500 South MacArthur Boulevard, MPB Bldg, Rm, 321
P.O. Box 25082
Oklahoma City, OK 73125-4931

8. ADDRESS OFFER TO *(If other than Item 7)*
FAA, Customer Service Desk (AMQ-140)
Multi-Purpose Building, Room 321
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73169

FIRM FIXED PRICE **SOLICITATION** BASIC COMPLIANCE AUDITING TRAINING
INDEFINITE DELIVERY/REQUIREMENTS

9. Sealed offers in original and **no** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Room 321, Multi-Purpose Building** until **3:00** *(Hour)* local time **02/07/2011** *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdra wals: 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)*
	Diana L. Pickel	405-954-8381 FAX: 405-954-3030

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19-27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-13			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS	28
X	D	PACKAGING AND MARKING	14			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	14		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS	29-37
X	F	DELIVERIES OR PERFORMANCE	15-16	X		OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	17	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	38-42
X	H	SPECIAL CONTRACT REQUIREMENTS	18	X	M	EVALUATION FACTORS FOR AWARD	43-45

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

In accordance with the requirements and specifications contained herein, provide students the training hours contained within the FAA's training syllabus, in support of FAA Academy, AMA-260, requirements. Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500. FAA formal training consists of training courses with agency level course numbers that will be officially recorded in the employee's personnel records.

CLIN		ESTIMATED ANNUAL REQUIREMENTS		UNIT PRICE	ESTIMATED TOTAL AMOUNT
	Base Year				**Total**
0001	Prototype Presentation of Basic Auditing for AVS Personnel (28463)	1	@	$	$
0002	Basic Auditing for AVS Personnel (28463)	11 (20 Students per class)	@	$	$
	Option Year I				
0003	Basic Auditing for AVS Personnel (28463)	12 (20 Students per class)	@	$	$
	Option Year II				
0004	Basic Auditing for AVS Personnel (28463)	12 (20 Students per class)	@	$	$

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the supplies and services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work shown as Attachment 1 in Part III – SECTION J, LIST OF ATTACHMENTS, and with all other terms, conditions, and provisions set forth herein.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 2008)

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA 1908

(a) Final inspection and acceptance shall be at destination.

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

E.3 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

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

AMS 3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED-PRICE & COST REIMBURSEMENT (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 0180R

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event flight/simulator training is 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	_____

NOTE TO OFFEROR: Please submit additional sheets if needed, to provide the principal place of training for each aircraft offered.

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 CONTRACT PERIOD (JAN 1997) CLA 1604

The effective period of this contract is **12 Months** or from the date of award, plus two 1-year options, if exercised.

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

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

AMS 3.10.1-9 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 (NOV 2008)

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

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

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

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

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:
   (1) A completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
   (2) Detailed invoice(s) for training provided, depicting:
      (i) student name(s),
      (ii) contract number and applicable delivery order number,
      (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
      (iv) extended totals for invoiced quantities.

(b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."

(c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

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

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

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

G.4 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

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

AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (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.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 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.3 NOTICE OF CONTRACTOR TESTIMONY (SEP 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.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 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 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA.1035R

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

I.2 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.3 AMS 3.2.4-16 ORDERING (OCT 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 date of contract award through the expiration date of the contract or any options exercised thereto.

(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.

I.4 AMS 3.2.4-17 ORDER LIMITATIONS (OCT 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 **TBD** inspectors/students;

(2) Any order for a combination of items in excess of the estimated annual requirement; 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.

I.5 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's

requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.6 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCT 1996)

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

I.7 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3)** years, **six (6)** months.

I.8 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

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

I.9 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

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

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

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

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade-style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successfully registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

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

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

I.10 AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

(a) Method of payment.

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

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

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

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

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

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or

the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in

accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.11 AMS 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)

(a) Definitions:

Employee assigned to the contract¿ means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.
(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Securitys Employment Eligibility Verification system (E-Verify) at time of contract award, the Contractor shall--
(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later
(but see paragraph (b)(4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
(i) All new employees.
(A) Enrolled 90 calendar days or more.
The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal
agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only
to new employees assigned to the contract.
(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a
suspension or debarment official by the terminating agency.
(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than $3,000 and includes work that is performed inside of the United States.

I.12 TAR 1252.228-72 RISK AND INDEMNITIES (DEC 1997)

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.

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

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

AMS 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)
AMS 3.2.2.3-33 ORDER OF PRECEDENCE (JUL 2004)
AMS 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 1996)
AMS 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
AMS 3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)
AMS 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)
AMS 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)
AMS 3.2.5-4 CONTINGENT FEES (OCT 1996)
AMS 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 1996)
AMS 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1999)
AMS 3.2.5-8 WHISTLEBLOWER PROTECTIN FOR CONTRACTOR EMPLOYEES (APR 1996)
AMS 3.3.1-1 PAYMENTS (APR 1996)
AMS 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1996)
AMS 3.3.1-8 EXTRAS (APR 1996)
AMS 3.3.1-9 INTEREST (JAN 2008)
AMS 3.3.1-10 AVAILABILITY OF FUNDS (APR 1996)
AMS 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)
AMS 3.3.1-17 PROMPT PAYMENT (JAN 2008)
AMS 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)
AMS 3.4.1-12 INSURANCE (JUL 1996)
AMS 3.4.2-6 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)
AMS 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES-SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APR 1996)
AMS 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)
AMS 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
AMS 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOME-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEP 2001)
AMS 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMAN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (APR 2007)
AMS 3.6.2-2 CONVICT LABOR (APR 1996)
AMS 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
AMS 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 2007)
AMS 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APR 2000)
AMS 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APR 2007)
AMS 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)
AMS 3.6.2-37 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APR 2007)
AMS 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)
AMS 3.6.3-16 DRUG FREE WORKPLACE (JAN 2004)
AMS 3.6.4-10 RESTRICTINS ON CERTAIN FOREIGN PURCHASES (APR 1996)
AMS 3.8.2-19 PROHIBITION ON ADVERTISING (OCT 1996)
AMS 3.9.1-1 CONTRACT DISPUTES (NOV 2002)
AMS 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
AMS 3.10.1-7 BANKRUPTCY (APR 1996)
AMS 3.10.1-12 CHANGES – FIXED PRICE (1996)
AMS 3.10.1-12 CHANGES – FIXED PRICE ALTERNATE 1 (APR 1996)

AMS 3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (OCT 2007)
AMS 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(OCT 1996)
AMS 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (OCT 1996)
AMS 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	NO. OF PAGES
1	Performance Work Statement Basic Auditing for AVS Personnel	6
2	Certificate of Training – Appendix A	3

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

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 services/products* _____

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 Annual Representations and Certifications.

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512 – Flight Training Services.

(2) The small business size standard is $4.5 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.

(b)(1) If the clause at **AMS 3.3.1-35**, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at **AMS 3.3.1-35** is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the **ORCA** electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application **(ORCA)** website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the Representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

1. KTB K001#
2. Title
3. Date
4. Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 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 $4.5 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.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA 4532

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

K.4 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

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

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

K.5 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

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

NAME: _____

TITLE: _____

PHONE NUMBER_____

K.6 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

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

(b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street:
City: _____
State: _____
Zip Code: _____
Name of owner and operator, if other than the owner:
_____

K.7 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.
(1) **"Common parent,"** as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
(2) **"Corporate status,"** as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
(3) **"Taxpayer Identification Number (TIN),"** as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.
(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.
(c) Taxpayer Identification Number (TIN).
[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other--State basis. _____.

(d) Corporate Status.
[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.
[ ] A common parent does not own or control the offeror as defined in paragraph (a).
[ ] Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

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

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers: or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

(iii) The making of any Federal loan.

(iv) The entering into of any cooperative agreement.

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

(5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(iii) A special Government employee, as defined in section 202, title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee

Act, title 5, United States Code, appendix 2.

(8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or

analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause

will not be made allowable under any other provision.

K.10 AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

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

Name: _____

Title: _____

Phone Number: _____

K.11 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that—

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

K.12 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

(a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 AMS 3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(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.

K.13 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.

K.14 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

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

AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1996)

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PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS

This SIR solicits proposals on a competitive basis unrestricted as to business size for award of an indefinite delivery / requirements type contract.

L.2 PROPOSAL PREPARATION AND SUBMITTAL COSTS

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

L.3 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 (3) years, we invite you to submit an offer for one (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.4 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS

(a) The Contracting Officer (CO) for this acquisition, Diana Pickel, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the Contracting Officer at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to diana.pickel@faa.gov . OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award.

(c) Sealed offers in original format and two (2) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, February 7, 2011, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the MMAC. Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and two (2) copies of the proposals must be received by the due date and time specified.

L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMITTALS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, past performance, and cost/price proposals. Evaluations involved will permit the FAA to select an offer whose proposal is determined to be an overall best value to the FAA as set forth in Section M of this SIR through the use of a Lowest-Price / Technically-Acceptable evaluation process.

(c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

(d) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L.6.1 GENERAL

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) Proposals submitted in response to this SIR shall be formatted in accordance with the instructions provided in this section.

(c) The Offeror's proposals must be received by the Government by the date specified in L.3 (c) above. Questions regarding this SIR must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

(d) Common items for each volume is:

(1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(3) All volumes shall be submitted to the CO not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back). Double-sided printing shall be counted as two (2) pages for each sheet.

(5) The proposal responses for each evaluation factor shall be provided in a separate section, and the section shall be tabbed for ease of reference.

Table 1. Proposal Organization
Volume I – Technical Proposal
- Original - Two (2) copies
Volume II – Past Performance Proposal
- Original - Two (2) copies
Volume III – Cost/Price/Business Proposal
- Original (with Signed SF-30) - Two (2) copies **Note: No reference shall be made to prices/costs in Volumes I and II.** **CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.**

L.6.2 PROPOSAL OVERVIEW

(a) Technical Proposal Overview – Volume I.

(1) The Technical Proposal shall be submitted as a separate and complete volume and tabbed separately for each of the Technical Evaluation Factors outlined elsewhere in this provision. The Technical Proposal shall not include prices/costs or any pricing information.

(2) The Technical Proposal must be self-sufficient in addressing all aspects of the Technical Evaluation Factors and must be independent of the information contained in the Past Performance Proposal and/or Cost/Price/Business Proposal.

(3) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Performance Work Statement (PWS). Clear evidence of services previously demonstrated and currently in place relating to the PWS requirements should be included in each evaluation factor.

(4) Statements that the offeror understands, can, or will comply with all statements in the PWS and statements paraphrasing the PWS requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(5) Content is more important than quantity. Technical Proposals are limited to no more than pages outlined elsewhere in Section L. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(b) Past Performance Proposal Overview – Volume II.

(1) The Past Performance Proposal shall be submitted as a separate and complete volume and tabbed separately for each contract reference as outlined elsewhere in this provision. The Past Performance Proposal shall not include prices/costs or any pricing information.

(2) The Past Performance Proposal must be self-sufficient in addressing all aspects of the Past Performance Evaluation Factor outlined elsewhere in this provision and must be independent of the information contained in the Technical Proposal and/or Cost/Price/Business Proposal.

(3) This volume will provide information to the FAA regarding assessing the offeror's accomplishments for recent and relevant projects that are comparable in scope and magnitude to that described in the PWS under this SIR.

(c) Contract Documentation and Cost/Price/Business Proposal Overview – Volume III.

(1) The Cost/Price/Business Proposal shall be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Cost/Price/Business Proposal will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. Completion of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR.

(2) This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

L.6.3 PROPOSAL CONTENT

(a) Technical Proposal Content – Volume I.

(1) The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, (excluding attachments), shall present a clear and thorough understanding of all facets of the Government's technical requirements listed in the PWS, and shall include the following information and be organized under separate tabs as follows:

- Factor 1: Provide evidence of syllabus for their training course which addresses Basic Auditing training to meet the requirements of the PWS of the SIR;

- Factor 2: Provide certification of the qualification of instructors to meet the requirements of the PWS of the SIR;

- Factor 3: Describe the training aids and facilities to meet the requirements of the PWS of the SIR for the Basic Auditing training;

(b) Past Performance Proposal Content – Volume II.

(1) The Contractor's Past Performance Proposal shall not be page limited and shall include documentation for a minimum of three (3) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last five (5) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value ($)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information for a minimum of two (2) references including e-mail addresses and telephone numbers

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects that are relevant to the PWS.

(3) Offerors are encouraged to provide points of contact who are willing to respond to informational inquiries that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than two (2) valid POC references for each past performance contract reference submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of two (2) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with L.6.3(b)(1) above.

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

(c) Cost/Price/Business Proposal Content – Volume III.

(1) The offeror's Cost/Price/Business Proposal shall not be page limited and shall include the following information:

- Signed Offer (Solicitation, Offer and Award Form SF-30 , Section A, blocks 12 through 18)
- Completed Pricing Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses contained in Sections C through I
- Completed Representations and Certifications, and Business Declaration Form (Section K)
- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices.
- Other Than Cost or Pricing Data to support the proposed pricing

(2) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(3) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The CO will destroy all other copies.

L.8 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.9 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.10 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997) CLA.1045R

(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 evidence of a syllabus for their training course which addresses Basic Auditing training as described in the PWS of the SIR;

(2) Provide certification of the qualification of instructors to be provided for the Basic Auditing training are sufficient as described in the PWS of the SIR;

(3) Describe the training aids and facilities to meet the requirements of the PWS of the SIR for the Basic Auditing training;

L.11 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

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

L.12 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.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: e-mail or fax. 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 e-mail diana.pickel@faa.gov or fax number 405-954-3030.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

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

(End of provision)

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.

(End of provision)

3.9.1-3 Protest (November 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.

(End of provision)

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).

(End of provision)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.2.3-1 False Statements in Offers (July 2004)
3.2.2.3-6 Submittals in the English Language (July 2004)
3.2.2.3-7 Submittals in U.S. Currency (July 2004)
3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17 Preparing Offers (July 2004)
3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19 Contract Award (July 2004)
3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

PART IV – SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SIR PROCESS OVERVIEW

(a) This Screening Information Request (SIR) will solicit proposals on a competitive basis unrestricted as to business size.

(b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposals will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the acceptability presented by each proposal.

(c) Upon completion of the evaluation of the Technical Proposals, the Past Performance Proposals, and the Cost/Price/Business Proposals, the Contracting Officer (CO) will assess the technical acceptability, performance risk, and proposed price of each proposal as well as the associated responsibility of each offeror. The CO will also serve as the Source Selection Official (SSO) for this procurement. From those evaluated proposals, the SSO will select for award the proposal that represents the "best value" to the Government in terms of lowest price and technical acceptability in accordance with the evaluation criteria of this SIR.

M.2 BASIS FOR AWARD

(a) The Government will make an award of a contract to the responsible offeror whose proposal conforms to this SIR, is determined to be the most advantageous to the Government, and represents the best value to the Government in terms of lowest price, technical acceptability, and performance risk (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award). The Government intends to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the CO.

(b) In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Evaluation Factors, Past Performance risk, cost realism and reasonableness, and total evaluated price.

(c) The SSO will consider all technical acceptability factors, performance risk, and price to be equal in importance. The Government reserves the right to award to other than the lowest priced proposal. The selection decision will be made as further described in M.5.

M.3 INITIAL SCREENING PROCESS

(a) The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

M.3.1 TIMELINESS

(a) No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

M.3.2 COMPLETENESS

(a) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) original proposal (complete Volumes I, II, and III, with Signed SF-30 in Volume II)
- Two (2) copies of proposal (complete Volumes I, II, and III)

(b) Incomplete proposals may not receive further consideration.

M.3.3 ADEQUACY

(a) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

(1) Content:

- Completed Technical Proposal (Volume I)
- Completed Past Performance Proposal (Volume II)
- Completed Cost/Price/Business Proposal (Volume III)

(2) Format. Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Page counts do not include front matter such as table of contents, list of figures, divider tab sheets, glossary, or cover pages. Foldouts are counted as one page; however, excessive use of foldouts is discouraged. Attachments are included in page count. Double-side printing shall be counted as two (2) pages for each sheet.

(b) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instructions, may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

M.4 EVALUATION CRITERIA, PROCESS AND PROCEDURES

(a) All proposals remaining after the initial proposal screening process of M.3 will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

M.4.1 EVALUATION FACTORS AND ORDER OF IMPORTANCE

(a) The overall evaluation factors are shown as follows:

(1) Factor 1: Provide evidence of a syllabus for their training course which addresses Basic Auditing training as described in the PWS of the SIR.

(2) Factor 2: Provide certification of the qualification of instructors to be provided for the course sufficient to meet the requirements of the PWS of the SIR.

(3) Factor 3: Describe the training aids and facilities to meet the requirements of the PWS of the SIR for Basic Auditing training.

(4) Factor 4: Past Performance.

(5) Factor 5: Cost/Price.

(b) The Factors are of equal importance.

M.4.1.1 Technical Evaluation Factors

(a) Each offeror's Technical Proposal will be evaluated and rated using the following Technical Evaluation Factors. The Factors are of equal importance. The overall evaluation criteria used to determine the "acceptability"

or "unacceptability" of the offeror's Technical Proposals addressing the three (3) Technical Evaluation Factors associated with pilot training are as follows:

(1) Factor 1: Provide a syllabus for a training course in sufficient detail to meet the requirements of the solicitation.

- CRITERIA: The offeror must provide a syllabus for their training course which addresses Basic Auditing training.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides a course syllabus in sufficient detail to determine compliance with the requirements of sections C, F.3, and F.5 of the PWS.

(2) Factor 2: Provide certification of the qualification of instructors to be provided for the course in sufficient detail to meet the requirements of the solicitation.

- CRITERIA: Certification of the qualification of instructors.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides certification of the qualification of instructors to be provided for the course sufficient to determine compliance with section F.7 of the PWS.

(3) Factor 3: Describe the availability, and adequacy, of facilities, classes, and equipment for training to meet the requirements of the solicitation.

- CRITERIA: Evidence of available resources to support requirements of the solicitation.

- ACCEPTABILITY STANDARD: The standard is met when the offeror provides a synopsis of facilities, classes, and equipment for training to support the requirements of Section F.4 of the PWS for the course proposed.

(b) Any offeror whose Technical Proposal does not address all Technical Evaluation Factors will be considered ineligible for award.

(c) All Technical Evaluation Factors in the offeror's Technical Proposal must be rated "Acceptable" in order for the offeror's Technical Proposal to be rated "Acceptable."

M.4.1.1.1 Technical Proposal Evaluation Procedure

(a) Technical Proposals will be provided to the Technical Evaluation Team (TET), with the Past Performance Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related past performance or cost/pricing information. An evaluated assessment will be made independently for each proposal of the technical acceptability presented by each Technical Proposal.

(b) The technical evaluation will be based solely on the Technical Evaluation Factors stated in Section M.4.1.1 of this SIR. The offeror must be capable of successfully performing the tasks identified in the PWS under this SIR or will be subject to disqualification from consideration for award. In conducting the technical evaluation, the TET will evaluate only the information contained in the offeror's Technical Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal.

M.4.1.2 Past Performance Factor

(a) The Government will evaluate the offeror's past performance record on a minimum of three (3) relevant and recent past and present contracts. A Performance Risk Assessment will result from the Government's level of confidence that the offeror will be able to successfully provide the support services to the Government in terms of scope of effort, tasks, and activities performed based on the offeror's past performance record.

(b) Each offeror's past performance will be evaluated and rated. The Performance Risk Assessment confidence rating represents the evaluation of an offeror's present and past work record and a determination of the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical Evaluation Factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the PWS, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the Federal, state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Risk Assessment confidence rating for the Past Performance Evaluation Factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(c) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(d) Each offeror's Past Performance Proposal will receive one of the Performance Risk Assessment confidence ratings described below for the Past Performance Evaluation Factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the Government has high confidence that the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the Government has significant confidence that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the Government has confidence that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
LOW CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will be able to successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will be able to successfully perform the required effort.
UNKNOWN CONFIDENCE	No performance record is identifiable.

(e) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably nor unfavorably on past performance and, as a result will receive an "Unknown Confidence" rating for the Past Performance Evaluation Factor – the equivalent of a neutral rating.

M.4.1.2.1 Past Performance Evaluation and Performance Risk Assessment Procedure

(a) Past Performance Proposals will be evaluated by the CO . An evaluated assessment will be made independently for each proposal of the performance risk presented by each Past Performance Proposal.

(b) The past performance evaluation will be based solely on the Past Performance Factor stated in Section M.4.1.2 of this SIR. In conducting the past performance evaluation, the CO will evaluate the offeror's achievements, recognitions, and successes obtained in specific projects that are recent and relevant to the PWS under this SIR. In addition, the CO may use past performance information obtained from other sources such as on-line contractor performance appraisal reporting systems available to the Government as well as other sources or informational databases.

(c) The past performance evaluation will assess the recency, relevancy, acceptability, and confidence level of the past performance information to determine the overall performance risk assessment of the Past Performance Proposal.

M.4.2.1 Cost/Price Factor

(a) The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government will make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Two (2).

M.4.2.1.1 Cost/Price/Business Proposal Evaluation Procedure

(a) The Cost/Price/Business proposals will be evaluated by the CO. An evaluated assessment will be made independently for each proposal of the cost/pricing resented by each Cost/Price Proposal.

(b) The cost/pricing evaluation will be based solely on the Cost/Price Factor stated in Section M.4.2.1 of this SIR. In conducting the cost/price evaluation, the CO will evaluate only the information contained in the offeror's Cost/Price/Business Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal in support of the proposed costs and pricing. In addition, the CO will use the Independent Government Cost Estimate (IGCE), historical pricing information from recent similar contracts, and on-line pricing indices available to the Government as well as other sources or pricing databases.

(c) The cost/pricing evaluation will assess the cost realism and reasonableness for the cost/pricing presented in each Cost/Price/Business Proposal. Cost realism and reasonableness will be assessed through an analysis of the offeror's supporting cost/pricing information and a comparative evaluation of the proposed unit pricing and total pricing using the IGCE, historical pricing, pricing indices, or other available sources of pricing information.

M.4.3 DISCUSSIONS

(a) After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and source selection decision may consider information obtained during discussions, whether or not it is reduced to written material.

(b) It is also very possible that discussions will not take place and award of the contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in their initial proposal submittal.

M.5 SOURCE SELECTION DECISION

(a) The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical acceptability, performance and proposal risk, and cost/price of the competing proposals.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal. A higher priced proposal may be selected for award where the Technical Proposal of the lowest priced proposal is deemed by the SSO to unacceptable, or where a lower priced proposal is deemed by the SSO to present higher performance and/or proposal risk concerns in accomplishing the contract requirements successfully.

M.6 EVALUATION OF PROPOSALS (JUNE 2007) CLA.0213R

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

(1) Current course syllabus addressing Basic Auditing training;

(2) Certification of the qualification of instructors;
(3) Availability of training facilities, classes and equipment;

(b) Evaluation of price proposals will consider the total price proposed per student, per course. 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 (Bid Schedule).

(c) Award will be made to the lowest-priced, technically acceptable, responsible offeror, with satisfactory past performance.

M.7 EVALUATION OF PROPOSALS (JAN 1997) CLA.0276

(a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L.

(b) The following information in the technical proposal will be evaluated for acceptability:

(1) Provide evidence of a syllabus for Basic Auditing training course as described in the PWS of the SIR;

(2) Provide certification of the qualification of instructors;

(3) Describe the training facilities, classes and equipment meet the requirements of the PWS of the SIR for Basic Auditing training;

(c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), and (b)(3). Failure to do so may result in your proposal being eliminated from further consideration.

(d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.

(e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.

(f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal which is most advantageous to the Government. Award will be made to the lowest-priced offeror, which meets all technical requirements.

M.8 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.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.4-31 Evaluation of Options (April 1996)
3.3.1-30 Progress Payments Not Included (November 1997)

BASIC COMPLIANCE AUDITING
PERFORMANCE WORK STATEMENT

A. PROJECT/TITLE

Basic Compliance Auditing for AVS Personnel Employed by the Federal Aviation Administration (FAA), Course 28463.

B. BACKGROUND

Under Title 49 of the United States Code (49 U.S.C.), the FAA is authorized to acquire and expend funds for the acquisition, operation, and maintenance of aircraft as necessary in the exercise and performance of the powers and duties of the Administrator. The interests of the public, the safety of the workforce, and the credibility of the organization are best served by having qualified, proficient, and current inspectors conducting surveillance, testing, and checking functions. The FAA has further determined that offering this class to all AVS personnel is in the best interests of the government.

C. SCOPE

The contractor shall provide approximately 12 classes per year to FAA personnel in basic compliance auditing. The course must provide approximately 24 hours of instruction per class and will accomplish the training outcomes specified in Section F.5 of this Performance Work Statement (PWS). Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500. Class size will be a maximum of 20 FAA employees. All travel and per diem costs will be the responsibility of the FAA.

D. DEFINITIONS

The following definitions are used to define the terminology contained herein and are applicable as required by Title 14 of the Code of Federal Aviation Regulations (14 CFR):

AVS: FAA Office of Associate Administrator for Aviation Safety. This office includes System Safety, Accident Investigation, Aircraft Certification, Aerospace Medicine, Flight Standards, Rulemaking, and Air Traffic Oversight.

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

Contracting Officer's Technical Representative (COTR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

FAA: Federal Aviation Administration, a component agency of the U.S. Department of Transportation

Training Outcomes: The total combination of skills and knowledge that the learner must acquire to perform a job assignment.

E. APPLICABLE DOCUMENTS

Title 49 of the United States Code available at:
http://uscode.house.gov/download/download.shtml

Appendix A - Training certificate and evaluation (Attached to this PWS.)

F. GENERAL REQUIREMENTS

1. Daily Sessions

Training must be 8 hours per day. To the maximum extent possible, training should start on a Tuesday and end on a Thursday. Training should not start on a day following a federal holiday nor should it end the day before a federal holiday. Training is to be continuous except for federal holidays. Local or state holidays shall not interrupt the training period. Normal hours of training should not begin later than 9:00 a.m. If a requirement exists to change either the hours or days of training indicated, the change must be coordinated in advance with the FAA COTR.

2. Student Completion Reports

Upon completion of all training, the contractor shall issue each FAA student a course evaluation and certificate of training (Appendix A). The FAA student shall sign the certificate verifying the type of training provided, specific dates, and the duration of such training. One copy of each student's certificate and evaluation shall be submitted to the COTR within 15 days of the completion of the course.

3. Level of Training

FAA personnel are expected to perform at a level compatible with the highest standards of the specialty. Accordingly, each course of instruction shall adhere to adult learning principles which include but are not limited to:

a. Focus the training on "real world" situations and applications.

b. Emphasize how the training can be applied.

c. Relate the training to the instructional objectives.

d. If possible, relate the training materials to the FAA employees' past experience.

e. Allow reasonable debate and challenge of ideas.

f. Encourage FAA employees to be resources to one another.

4. Training Facilities

The facility used for training must be located in the United States and within 25 miles of an airport serviced by at least 2 major US air carriers. In addition, training facilities must comply with the following:

a. Classrooms must be large enough to accommodate at least the entire class plus two observers, with desks or tables large enough to allow the students to be able to take notes and still have space for them to keep their reference books open during lecture periods. Student chairs must be ergonomically appropriate for 8-hour occupancy.

b. Sufficient presentation boards for effective teaching shall be provided.

c. The classroom shall be well-lighted. There shall be not less than 30 foot-candles of illumination at the student's desk or table.

d. The classroom shall be cleaned not less than two times each week of instruction.

e. Sanitary restroom facilities shall be available within convenient distance of the classroom.

f. The classroom facilities shall be adequately ventilated; heated in winter and cooled in summer. Temperature range shall not exceed 68 to 74 degrees, Fahrenheit.

g. Ambient noise shall be below the distraction point. At any position in the classroom, normal instructor voice levels should exceed the ambient noise level by 20 decibels.

h. The contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training. Each class shall receive a briefing on safety and security procedures to ensure proper egress in the event of any foreseeable emergency.

i. Local environmental distractions adversely affecting student learning shall be eliminated.

j Adequate free student parking shall be available near the training site.

k. Visual aids used in the classroom shall be legible, visible from each student station, and color enhanced as necessary.

l. The contractor shall provide legible copies of the student course book and other printed materials necessary to conduct the course.

m. The contractor shall also provide pencils and blank paper for note-taking as required.

5. Training Outcomes

The course shall emphasize the **BASIC** auditor skills common to all compliance auditing without regard to any specific quality standard. Assume the student to be new to auditing and from any part of the FAA working in an administrative, clerical, technical, medical or engineering position assigned to their first audit. The applicable standard could range from Title 14 Code of the Federal Regulations, ISO, or any other quality management standard.

The participant will understand and be able to describe in their own words:

- The purpose of auditing.
- How to plan their portion of an audit as assigned with regard to time management, document gathering, review, etc.
- The preparation for an audit such as reading applicable standards and other information provided by the team leader.
- The elements of an efficient and effective audit.
- At least three quality management systems commonly found in aerospace organizations in general terms.
- Auditor roles and responsibilities
- A brief review of audit reports.
- A brief review of post-audit activities.
- Follow-up and verification of audit corrective action (From the auditors perspective).
- **Audit methods.**
- **Audit tools and techniques.**
- **Audit documentation.**

NOTE: Approximately 75% of the allotted time should be dedicated to the last three outcomes in bold above; audit methods, audit tools and techniques, and audit documentation.

The participants are to be given opportunities to practice the basic auditor skill set to the maximum extent practicable within the allotted time.

6. Training Requirements

(a) All instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish training then the following requirements shall be met:

(1) The students 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 electronic means to resolve any problems or questions that the student 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 student.

(b) In the event the FAA employee fails to report for training as scheduled, or should become ill, injured or incapacitated during the training period the contractor shall promptly notify the COTR and the employee's emergency contact if known.

(c) In the event a student does not complete the full course provided for in the schedule, the contractor shall notify the COTR immediately.

(d) The contractor shall notify the COTR of the student's completion status within 15 working days after completion of the training program.

(e) Upon completion of all training, the contractor shall issue a Certificate of Training (Appendix A). The FAA employee shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. One copy of each such certificate shall be submitted to the COTR.

7. Qualifications of Personnel

The contractor shall provide professional instructors to deliver the course using government-accepted course materials. The instructor qualifications shall, at a minimum, include the following:

Three years of experience in delivering training in a classroom environment; and

Three years of experience performing auditing procedures.

8. Prototype Class:

The contractor must deliver a prototype class using government-accepted lesson plans and training materials. The prototype class shall be scheduled for approximately 45 days after award to allow the FAA time to schedule students for the class.

The contractor shall provide the same training facilities at the training site identified in their offer and the facility must comply with section F.4 of this PWS. The facility shall accommodate the contractor's standard class size and provide space for up to six FAA observers at the rear of the class.

The proposed class schedule shall include a 45 day break between the prototype class and the first regularly scheduled class. However, regular classes are not to be conducted until the contractor has corrected or resolved all issues and or problems discovered during the prototype class to the satisfaction of the FAA. Correction or resolution of issues discovered during the prototype class and associated costs are the responsibility of and shall be borne by the contractor.

G. PERFORMANCE REQUIREMENTS FOR TRAINING COURSES

1. As part of the proposal, the contractor must submit:

- A description of the training aids and facilities in sufficient detail to determine compliance with the requirements of section F.4 of this PWS.
- Certification of the qualification of instructors to be provided for the course sufficient to determine compliance with section F. 7 of this PWS.
- A course syllabus in sufficient detail to determine compliance with the requirements of sections C, F.3, and F.5 of this PWS.

2. Deliverables

The contractor shall:

- Provide a prototype class as specified in section F.8 of this PWS.
- At least two weeks prior to any course, provide each registered student with the training site address, map and/or directions to the training site, a local point of contact and telephone number, and commercially available lodging near the training site.
- Provide training as specified in the government accepted syllabus.
- Provide the 24 hours of training over a continuous three day period unless interrupted by a Federal holiday.
- Commence training upon the FAA employees' arrival at the contractor's facility on the date and time agreed upon.
- Provide a copy of the training schedule, course description, course reference books, and any other needed course materials to each student on the first training day of each training class.
- Complete the training within three training days barring unforeseen circumstances beyond the control of the contractor.
- Provide the COTR with a completed certificate of training signed by both the FAA employee and the contractor's instructor and the course critique (Appendix A) within 15 days of the completion of the training.

CERTIFICATE OF TRAINING - APPENDIX A

This Certificate of Training 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 CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED - - - CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT CERTIFYING RECEIPT OF THE TRAINING HOURS COMPLETED- - -

As soon as the training has been completed, the contractor shall return this certificate together with the other items specified 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: _____

COURSE: Basic Compliance Auditing for AVS Personnel - Course FAA28463

TRAINING DATES:

_____

COMPLETION STATUS (circle one): PASS FAIL WITHDRAWAL INCOMPLETE

I certify that I received the training time as reported herein.

STUDENT SIGNATURE **DATE**

_____

CONTRACTOR OFFICIAL SIGNATURE **DATE**

_____

******NOTE: FAA Student: Your signature certifies that you received the training 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 AMA-260.**

Revision 4 [2/11/05]

48713

FAA ACADEMY
End-of-Course Evaluation

Course: ☐☐☐☐☐ **Class:** ☐☐☐☐☐ **Training Org:** 260

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!

48713

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

○ Suggestion

○ Complaint

○ Compliment

○ Other

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