SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☒ No	RATING	PAGE of 1of 47

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE ☐ YES ☒ NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..
	DTFAAC-12-R-01473		3/13/2012	AC-12-01473

7. ISSUED BY:	8. ADDRESS OFFER TO (*If other than Block 7*)
FAA, Acquisition Division (AMQ-310) Multi-Purpose Building, Room 373 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169	FAA, Customer Service Desk Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169

SOLICITATION INDEFINITE DELIVERY/REQUIREMENTS **for DeHavilland DHC-8 Pilot Training**

9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in **Room 313, Multi-Purpose Building** until **3:00 pm** (Hour) local time **4/16/2012** (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors 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*)
	Misty McGlugritch mistymcglugritch@faa.gov	405-954-1265

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OFFER *(must be fully completed by Offeror)*

12. In compliance with the above, the undersigned agree, 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, 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 SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A.. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print*)
15B. TELEPHONE NO. (*Include area code*)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE ☐	17. SIGNATURE / 18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*)	ITEM
24. ADMINISTERED BY (*if other than item 7*) FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 369 P.O. Box 25082 Oklahoma City, OK 73125		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125	
26. NAME OF CONTRACTING OFFICER (*Type or print*)		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART 2 - SECTION B

In accordance with the requirements and specifications contained herein, provide per student, the training hours contained in the contractor's FAA approved training program or the minimum hours specified below, whichever is greater, in support of FAA Academy, AMA-260 requirements.
If the offeror's FAA approved training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA approved program.

Base Period
7/17/2012 - 7/16/2013

Supplies / Services	Estimated Quantity	Unit of Measure	Unit Price	Total
CLIN 001 DeHavilland DHC-8 Initial Pilot Qualification Training (FAA28195)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	80	_____
b. Simulator (Minimum level "C", Including 100% practical test)	20	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 002 DeHavilland DHC-8 Recurrent Pilot Qualification Training (FAA28196)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	24	_____
b. Simulator (Minimum level "C", Including 100% practical test)	10	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 003 Supplementary Training Hours				
a. Ground School - cost per hour	1	hour	@ _____	_____
b.. Simulator - cost per hour	1	hour	@ _____	_____
c. Supplemental Instructor - cost per hour	1	hour	@ _____	_____

Base Period Total (CLINs 1-3) _____

PART 2 - SECTION B

First Option Period
7/17/2013 - 7/16/2014

Supplies / Services	Estimated Quantity	Unit of Measure	Unit Price	Total
CLIN 004 DeHavilland DHC-8 Initial Pilot Qualification Training (FAA28195)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	80	_____
b.. Simulator (Minimum level "C", Including 100% practical test)	20	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 005 DeHavilland DHC-8 Recurrent Pilot Qualification Training (FAA28196)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	24	_____
b.. Simulator (Minimum level "C", Including 100% practical test)	10	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 006 Supplementary Training Hours				
a. Ground School - cost per hour	1	hour	@ _____	_____
b. Simulator - cost per hour	1	hour	@ _____	_____
c.. Supplental Instructor - cost per hour	1	hour	@ _____	_____

First Option Period Total (CLINs 4-6) _____

PART 2 - SECTION B

Second Option Period
7/17/2014 - 7/16/2015

Supplies / Services	Estimated Quantity	Unit of Measure	Unit Price	Total
CLIN 007 DeHavilland DHC-8 Initial Pilot Qualification Training (FAA28195)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	80	_____
b. Simulator (Minimum level "C", Including 100% practical test)	20	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 008 DeHavilland DHC-8 Recurrent Pilot Qualification Training (FAA28196)	2	Student	@ _____	_____

	Minimum Training Hours Required	Contractor's Proposed Training Hours
a. Ground School (Includes brief/debrief)	24	_____
b. Simulator (Minimum level "C", Including 100% practical test)	10	_____

Proposed number of training days expected to complete all training and testing _____

CLIN 009 Supplementary Training Hours				
a. Ground School - cost per hour	1	hour	@ _____	_____
b. Simulator - cost per hour	1	hour	@ _____	_____
c. Suplemental Instructor - cost per hour	1	hour	@ _____	_____

Second Option Period Total (CLINs 7-9) _____

Multiple Year Total (Total Estimated Value) _____

PERFORMANCE WORK STATEMENT
DEHAVILLAND DHC-8 PILOT QUALIFICATION TRAINING

C.1.. PROJECT/TITLE

Air Carrier Aircraft Pilot Training for Flight Standards Operations Inspectors and Aircraft Certification pilots employed by the Federal Aviation Administration (FAA).

C.2. 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 pilot evaluating, testing, and checking functions.

C.3. SCOPE

The contractor is to provide initial and recurrent ground school, and simulator to FAA inspectors/pilots in the applicable aircraft specified in schedule B. Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500 or Aircraft Certification Service – Planning and Program Division AIR-500. The courses covered under this contract will meet the requirements for FAA formal flight training. FAA formal flight training consists of training courses with agency level course numbers that will be officially recorded in the employee's personnel records.

C.4. 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):

1. Flight Time: Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).

2. Flight Simulation Training Device (FSTD): A full flight simulator (FFS) or a flight training device (FTD).

3. Full Flight Simulator (FFS): A replica of a specific type, make, model, or series aircraft. It includes the equipment and computer programs necessary to represent aircraft operations in ground and flight conditions, a visual system providing an out-of-the-flight deck view, a system that provides cues at least equivalent to those of a three-degree-of-freedom motion system, and has the full range of capabilities of the systems installed in the device as described in (14 CFR) Part 60 and the qualification performance standard (QPS) for a specific FFS qualification level.

4. Flight Training Device (FTD): A replica of aircraft instruments, equipment, panels, and controls in an open flight deck area or an enclosed aircraft flight deck replica. It includes the

equipment and computer programs necessary to represent aircraft (or set of aircraft) operations in ground and flight conditions having the full range of capabilities of the systems installed in the device as described in (14 CFR) Part 60 and the qualification performance standard (QPS) for a specific FTD qualification level.

Crew Concept: When one inspector/pilot is receiving pilot-in-command (PIC) training in a simulator/training device, the other inspector/pilot shall receive second-in-command training or flight engineer training (if applicable). When one inspector/pilot is receiving PIC training in the left seat of an airplane flight deck the other inspector/pilot shall receive observer time (flight deck seating permitted). No additional charge shall be made for the presence of, or instruction provided to, such additional FAA inspector/pilot.

6. Approved Training Program: The contractor's FAA approved training course to include a (14 CFR) Part 121 or Part 135 training program, a (14 CFR) Part 141 training course outline, or a (14 CFR) Part 142 course. The contractor must provide documentation of approved training program by submitting one of the following items: a signed approval letter from the Principal Operations Inspector who approved the training program, the approved course syllabus, or the training specifications paragraph authorizing the training course.

C.5.. APPLICABLE DOCUMENTS

FAA Order 4040.9D dated 12/4/1991 or as revised and available for download, in pdf format, from **www.faa.gov**

Flight training for inspectors is required by the above order, appendix 11 paragraphs 403 and 421.

FAA Airline Transport Pilot and Aircraft Type Rating, Practical Test Standards (PTS). This PTS is published by the U.S. Department of Transportation, Federal Aviation Administration, Airman Testing Standards Branch, AFS-630, P.O. Box 25082, Oklahoma City, OK 73125. It is also available for download, in pdf format, from **www.faa.gov**

Title 14 of the Code of Federal Aviation Regulations (14 CFR), Parts 61, 121, 135, 141, and 142. The applicable regulations are available for download, in pdf format, from **www.faa.gov/regulations_policies/faa_regulations/**

C.6. GENERAL REQUIREMENTS

1. GENERAL

(a) If the contractor's FAA approved training program contains less than the minimum required hours of Part I, Schedule B, of this solicitation, the contractor is required to supplement their approved program with additional ground school/simulator/flight training, as appropriate, to achieve the minimum required hours. Such additional training shall cover systems and procedures or be otherwise directly related to the successful completion of the type rating or proficiency check. If the contractor's approved training program contains more hours than the minimum stated in Part 1, Schedule B, then the contractor must submit the training hours in their approved training program. In either case, the contractor is requested, within the limits of their approved program, to delete company-specific training such as employee/customer relations, filling out company forms,

evacuation training, company communications, or other items not directly related to the completion of the aircraft training and substitute training directly related to the successful completion of the type rating or proficiency check.

(b) The FAA will make every effort to enroll two inspectors/pilots per class. This will allow concurrent training at the captain and first officer positions during flight simulation training device periods. It should be noted that the minimum required full flight simulator, flight training device, and aircraft times are per inspector/pilot in the captains' position (left seat). For example, during recurrent training, a requirement of 6 hours simulator time per inspector/pilot would mean a total of 12 hours of simulator required for a two inspector/pilot class. When the FAA enrolls one inspector/pilot per class, it is expected that additional supplementary training may be required. Supplementary training must be approved in advance on a case by case basis by the Contracting Officer. All simulator time is considered "wet", consisting of the simulator and the required complement of instructors required by the contractors approved training program or required by the PWS. This is to include the hours used for any flight check.

(c) Training of FAA inspectors/pilots is not to be conducted between the hours of midnight and 6:00 a.m., including simulator/flight pre and post briefings. A maximum of four hours simulator/flight instruction per day or eight hours of ground school per day per inspector class is permitted. If ground and flight instruction are combined in a single day then a maximum of ten hours of training per day is permitted. To maintain continuity between simulator/flight training sessions, the contractor is requested to minimize the switching of simulator/flight instructors between sessions.

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

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

(f) If the contractor's approved training program is specific to an all-cargo aircraft configuration, the contractor is required to supplement their approved program with ground instruction covering differences with a passenger carrying configuration of the aircraft. Similarly, when the contractor's program is specific to an all passenger configuration, the contractor is required to supplement their program to cover differences with all-cargo configurations.

(g) Pilots/inspectors enrolled in the initial course under this solicitation will meet the requirements of (14 CFR) Part 61.157 for initial type certification totally in a full flight simulator without restriction. The contractor's approved training program must allow unrestricted initial type rating training and checking in the simulator without aircraft flight time under this regulation.

(h) When this solicitation requires simulator training, at a minimum it must be conducted in a FAA approved level C full flight simulator (FFS). The contractor may utilize an approved level 6 or 7 flight training device (FTD) or a level A, B, C, or D FFS for required FTD time. Any level FTD time may be substituted for the minimum required ground school time. Flight Simulation Training Device pre/post briefing may be considered as ground school training. The contractor's approved training program must allow any substitutions the contractor makes.

(i) Inspectors/pilots attending training under this contract should present the contractor with a copy of FAA Form 4040-2, Pilot Flight Record and Application for Check Flight, signed by the inspector's supervisor. If the form is presented, the contractor's instructor, training center evaluator (TCE), or the FAA inspector administering a practical test or an instrument proficiency check shall complete the form and return it to the inspector.

2. QUALIFICATIONS

(a) INITIAL PILOT QUALIFICATION:

The contractor shall provide the aircraft and/or full flight simulator, and training necessary to enable the FAA inspector/pilot to pass the practical test to Airline Transport Pilot (ATP) standards (PTS) for a type rating on subject airplane, in accordance with applicable (14 CFR) Part 61 requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Except when training for a single-pilot type rating, all flight simulation training and flight training shall conform to the principle of "crew concept."

Types of training shall include the following categories:

1. Initial pilot qualification ground school, and;
2. Initial pilot qualification using full flight simulator training including a 100% practical test for students who possess the necessary prerequisites required by the contractor's approved training program or;
3. Initial pilot qualification flight training in an aircraft including a complete practical test when all flight training is to be conducted in an aircraft.

(b) RECURRENT PILOT QUALIFICATION:

The contractor shall provide the ground school, full flight simulator and/or aircraft to enable the FAA inspector/pilot to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable (14 CFR) Part 61.58(d) (1), requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight Simulation Training Device and flight training shall conform to the principle of "Crew Concept."

Types of training shall include the following categories:

1. Recurrent pilot ground school and;

2. Recurrent pilot full flight simulator training when all training is to be conducted in a full flight simulator or;
3. Recurrent pilot flight training when all flight training is to be conducted in an aircraft.

(c) SUPPLEMENTARY TRAINING HOURS:

The Contracting Officer may authorize hours in addition to those specified under Initial and Recurrent Pilot Qualification training when required by the individual inspector/pilot to successfully complete type rating practical tests or proficiency checks. These hours shall be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Schedule B. In the event that any inspector/pilot passes the applicable test(s) in less time than the hours indicated in Schedule B, or partially completes training, the contractor shall be paid the rate stated, less a pro rata credit for the unused time at the supplementary rate.

(d) DIFFERENCES TRAINING:

When required, the contractor shall provide all training necessary to operate a variant aircraft of the same make and model as the referenced aircraft in accordance with the contractor's approved training program and the terms and conditions provided herein. Referance Section C. Scope.

Types of training may include any of the following categories:

1. Aircraft ground school
2. Flight training device training
3. Full flight simulator training
4. Flight training

3. TRAINING REQUIREMENTS

(a) All instruction must comply with the contractor's approved training program.
(b) Flight simulation training device (FSTD) training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or FSTD training, if applicable. Flight and FSTD training may be integrated with ground school training if it is a part of the contractor's program.
(c) Ground school instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:
(1) Inspectors/pilots 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 inspector/pilot may have regarding the material presented in the CBI program.
(3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector/pilot.
(d) Upon scheduling an FAA inspector/pilot for training the contractor shall contact their FAA certificate holding office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft. The contractor shall make the applicable FSTD or aircraft and appropriate personnel available for the purpose of administering the check(s) required. If the

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

(e) In the event the FAA inspector/pilot 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 inspector/pilot's emergency contact if known.

(f) If the inspector/pilot has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in Schedule B and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the COTR who will arrange the authorization of additional training. In the event such inspector/pilot does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed per Paragraph F (2)(c) of this PWS and as certified on the Certificate of Training (Appendix A).

(g) The contractor shall notify the COTR of the inspector's/pilot's completion status within 5 working days after completion of the training program.

(h) Upon completion of all training, the contractor shall issue a Certificate of Training. The FAA inspector shall sign the certificate verifying the type of training provided, specific dates, and the duration of such training. The certificate shall conform to the format of Appendix "A" hereof. One copy of each such certificate shall be submitted to the COTR.

(i) The contractor shall furnish all training aids and facilities which meet the following minimum requirements:

(1) Sufficient chalk dry erase or electronic boards for effective teaching shall be provided.

(2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the approved training program must be accurate and appropriate to the course for which they are used.

(3) The classroom shall be well-lighted.

(4) Inspectors/pilots shall be seated at suitable tables which provide sufficient space for writing and accomplishing assigned tasks.

(5) The classroom shall be kept clean.

(6) Sanitary restroom facilities shall be available within convenient distance of the classroom.

(7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.

(8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.

(9) 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.

(10) Local environmental distractions adversely affecting student learning shall be eliminated.

(11) A copy of the aircraft Pilot's Operating Handbook (POH) shall be provided each inspector/pilot on the first training day of each training course for the subject aircraft and shall be retained by the inspector/pilot. A "Flight Training Manual" utilized in the contractor's training program which is at least equal in content and quality to the POH will be an acceptable substitute. Such manuals shall be included within the prices set forth in Part I, Schedule B.

(12) A copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course shall be provided each inspector/pilot on the first training day of each training course.

(13) A FAA approved full flight simulator (FFS) of the type specified in Paragraph F (1) (f) of this PWS, if applicable.

(14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal category by the FAA.

(15) The contractor shall use only instructors authorized under their approved training program to instruct under this contract. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.

(j) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall an FAA inspector/pilot be permitted to assume such command.

(k) The contractor shall provide all fuel, oil, landing fees, storage, and tie-down service. The contractor shall pay for all of these items and for any other costs related to operation and utilization of each aircraft provided by the contractor for training, reimbursement for which shall be deemed included in the contract price.

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

C.7.. PERFORMANCE REQUIREMENTS FOR FLIGHT SIMULATION TRAINING COURSES

1. These performance requirements apply to CLINs 0001-0009 in Schedule B of the SIR that address the DeHavilland DHC-8 Pilot Qualification training courses.

2. The contractor is to provide initial, recurrent, supplemental, and (if required in schedule B) differences training as specified in section 2 (Qualifications) of this performance work statement (PWS) in accordance with their approved training program. As part of the proposal, the contractor must submit:

Evidence of their approved training program as described in section D (6) of this PWS which addresses the make and model aircraft specified.

Proof of the ownership of the full flight simulator to be used in training or documented confirmation of a lease agreement that covers the entire term of this contract.

A description of the training aids and facilities in sufficient detail to determine compliance with the requirements of section F (3) (i) of this PWS.

Proposed ground and simulator training hours in compliance with section F (1) (a) of this PWS.

Proposed number of training days expected to be required to complete all training and testing for each course.

3. Deliverables

The contractor shall:

Provide training as specified in their approved training program.

Provide the hours of training proposed in Schedule B.

Commence training upon the inspector/pilot's arrival at the contractor's facility on the date and time agreed upon.

Provide each inspector/pilot with a POH or substitute in compliance with section F (3) (i) (11) of this PWS.

Provide a copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course to each inspector/pilot on the first training day of each training course in compliance with section F (3) (i) (12) of this PWS.

Complete the training within the proposed number of training days barring unforeseen circumstances beyond the control of the contractor.
Provide the COTR with a completed certificate of training signed by both the inspector/pilot and the contractor's instructor and the course critique (Appendix A) within 5 calendar days of the completion of the training.

(Remainder of this page left blank)

PART I - SECTION D - PACKAGING AND MARKING

N/A

PART I –SECTION E – INSPECTION AND ACCEPTANCE

E.1. CLA.1908 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

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

E.2. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

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

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1. CLA.0168 AUTHORIZED PERFORMANCE (JAN 1997)

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. CLA.0180 PRINCIPAL PLACE OF TRAINING (JAN 1997)

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

Type of Training	Location (City and State)
Ground Training	_____
Flight Training	_____
Simulator Training	_____

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

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.

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

The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

This clause shall not limit the Government's rights under the Default clause.

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

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

F.6. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

3.10.1-9 STOP-WORK ORDER (OCT 1996)
3.10.1-24 NOTICE OF DELAY (FEB 2009)
3.11-34 F.O.B. DESTINATION (APR 1999)

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ACCOUNTING AND APPROPRIATION DATA
Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.1. CLA.0116 OPTION TO EXTEND SERVICES (JAN 1997)

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

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.

Payment to the contractor for completed training shall be limited to, and computed upon the per-class 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."

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
Copy Invoice(s) to:	FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB, Rm 369 P.O. Box 25082 Oklahoma City, OK 73125
Appendix A and one (1) copy of invoice(s) to:	FAA, Contracts and Program Administration Branch (AMA-260) P.O. Box 25082 Oklahoma City, OK 73125

G.3. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

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

APPLICABILITY OF THE SERVICE CONTRACT ACT OF 1965, AS AMENDED

Flight Instructors, may qualify for exemption as teachers under the Fair Labor Standards Act (FLSA) 29 C.F.R. 541.303. Those who do qualify are not "Service Employees" for purposes of the Service Contract Act. Consult the Department of Labor and/or your legal advisor to determine if you qualify for an exemption.

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

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

(a) In the event that an 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. CLA.4540 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)

(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. CLA.4555 NOTICE OF CONTRACTOR TESTIMONY (SEPT 2006)

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

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.

H.5. 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

i. Contracts written on paper and contracts in electronic form;
ii. Pen-and-ink signatures and electronic signatures; and
iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and by facsimile.
(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.
(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.
(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

H.6. 3.8.2-17 KEY PERSONNEL AND FACILITIES (MAY 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
(d) The key personnel and/or facilities under this contract are:

_____ _____
_____ _____
_____ _____
_____ _____

[List key personnel and/or facilities]

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

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

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

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

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

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

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

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

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

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

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

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

I.4. 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.5. 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JUL 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.
(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

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

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
(i) the award; or
(ii) their retention by the contractor; and

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

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.
(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

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

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

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

_____
Authorized Representative

_____
Company Name

_____
Date

I.6. 3.2.4-16 ORDERING (OCT 2011)

(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 through the period of performance.
(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 issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

I.7. 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 one class, 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 ten classes.
(2) any order for a combination of items in excess of the estimated annual quantity; or
(3) a series of orders from the same ordering office within 60 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 10 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.8. 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.9. 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.10. 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 prior to the expiration of the current 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 42 months.

I.11. 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 period of performance, 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.12. 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number

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

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

(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(a) Change the name in the CCR database;
(b) Comply with the requirements of T3.10.1.A-8; and
(c) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

I.13. 3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APR 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

I.14. 3.6.2-14 Employment Reports on Veterans (January 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:
(1) The total number of employees in the contrator's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. .The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.15. 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (January 2012)

(a) During the term of this contract, the contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices

where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the contractor shall also post the required notice electronically by displaying prominently, on any web site that is maintained by the contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the FAA if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://
www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the contractor may be suspended or debarred in accordance with 29
CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.16. 3.13-1 APPROVAL OF CONTRACT (OCT 2001)

This contract is subject to the written approval of a Federal Aviation Administration Contracting Officer and shall not be binding until so approved.

I.17. 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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

3.1.7-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (AUG 1997)
3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)
3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2009)
3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)
3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)
3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)
3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)
3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)
3.2.5-4 CONTINGENT FEES (OCT 1996)
3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2010)
3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)
3.3.1-1 PAYMENTS (APR 1996)
3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
3.3.1-8 EXTRAS (MAY 1997)
3.3.1-10 AVAILABILITY OF FUNDS (MAY 1997)
3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)
3.3.1-17 PROMPT PAYMENT (SEPT 2009)
3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (MAR 2009)
3.3.2-1 FAA COST PRINCIPLES (OCT 1996)
3.4.1-13 ERRORS AND OMISSIONS (JUL 1996)
3.4.2-6 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)
3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APR 1996)
3.5-1 AUTHORIZATION AND CONSENT (JAN 2009)
3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)
3.5-13 RIGHTS IN DATA - GENERAL (JAN 2009)
3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2011)
3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JAN 2012)
3.6.2-2 CONVICT LABOR (APR 1996)
3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JAN 2011)
3.6.2-12 Alternate I EQUAL OPPORTUNITY FOR VETERANS (JAN 2012)
3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)
3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)
3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)
3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)
3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2012)
3.6.3-13 RECYCLE CONTENT AND ENVIRONMENTALLY PREFERABLE PRODUCTS (APR 2009)
3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)
3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
3.6.4-20 CORRESPONDENCE AND DELIVERABLES IN ENGLISH (JAN 2012)
3.8.2-11 CONTINUITY OF SERVICES (OCT 2008)
3.8.2-19 PROHIBITION ON ADVERTISING (OCT 1996)
3.9.1-1 CONTRACT DISPUTES (OCT 2011)
3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
3.10.1-7 BANKRUPTCY (APR 1996)
3.10.1-12 CHANGES - FIXED-PRICE (APR 1996)

3.10.1-12 ALTERNATE III CHANGES - FIXED-PRICE ALTERNATE III (APR 1996)
3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)
3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APR 1996)
3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)
3.13-3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JAN 2012)
3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)

3.13-11 PLAIN LANGUAGE (JUL 2006)
3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)
3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2011)

PART III - SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	APPENDIX A Certificate of Training & End of Course Evaluation Forms	2/11/05	3
2	AA FORM 4040-2 INSTRUCTIONS	2/2000	3
3	FAA CREWMEMBER CHECK RECORD FORM 4040-2	2/2000	2

(Remainder of this page left blank)

BUSINESS DECLARATION

1 Name of Firm: _____ Tax Identification No.: _____

2 Address of Firm: _____ DUNS No.: _____

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

4 a. Name of Person Making Declaration _____

b. Telephone Number of Person Making Declaration _____

c. Position Held in the Company _____

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

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

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

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

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

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

_____

7 Nature of Business *(Specify all services/products (NAIC))* _____

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* _____ *b.1.* _____

a.2. Year _____ *b.2.* _____ *a.3. Year* _____ *b.3.* _____

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:* _____

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

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

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.

(2) The small business size standard is $25.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 0 employees.

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

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

K.3. 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
(c) We require a minimum acceptance period of 60 calendar days.
(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
(e) We may reject an offer allowing less than the FAA's minimum acceptance period.
(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
(1) The acceptance period stated in paragraph (c) of this provision; or
(2) Any longer acceptance period stated in paragraph (d) of this provision.

K.4. 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. 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. 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 a different address 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. 3.2.2.3-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2004)

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

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

[ ] (b) Are enclosed.

K.8. 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: _____

K.9. 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

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

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

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

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

(i)(B) of this provision.

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) Examples-

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

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) 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.

(1) '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.

(c) 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.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) 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.

(f) 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.10. 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. 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MAR 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.12. 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

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.13. 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.14. 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (JAN 2012)

(a) Definitions.
"Person"
(1) Means
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
(i)To restrict the flow of free, unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(3)The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1)Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

K.15. 3.8.2-18 CERTIFICATION OF DATA (MAY 1997)

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.16. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the

Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov.

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCT 1996)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

L.1. 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.2. PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS

(a) The Procurement Contract Specialist (PCS), **Misty McGlugritch**, is the **sole** point of contact for this acquisition. All written questions, correspondence, and submittals must be sent to the Contract Specialist at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to misty.mcglugritch@faa.gov. DO NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION. Doing so could put your company at risk to be eliminated from competing.

(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 required copies as indicated in Table 1 of Section L below for furnishing the supplies or services in the Schedule will be received at the depository located in Room 373, Multi-Purpose Building, until 3:00 p.m. local time, 4-16-2012, 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. The original and required copies of the proposals must be received by the due date and time specified.

L.3. INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The 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) **A "Lowest Price Technically Acceptable (LPTA)"** source selection will be conducted for delivery of **DeHavilland DHC-8 Pilot Qualification Training**. Complete written proposal submissions are required. Additional instructions are provided in Sections L and M. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

(c) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M.

(d) Specific attention is invited to **AMS 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 does 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.

(e) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the Contracting Officer.
(f) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.4. ELECTRONIC REFERENCE DOCUMENTS

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at http://faaco.faa.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

L.5. 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 Contracting Officer will destroy all other copies.

L.6. 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/RFO 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.7. PROPOSAL ACCEPTANCE AND VALIDITY DATES

The proposal due date is specified in block 9 of the solicitation title page. The offeror agrees to hold its prices in its offer firm for at least **60 calendar days** from the date specified for receipt of offers.

L.8. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

GENERAL

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. Offerors must submit Contract/SIR Documentation, a Technical proposal, and a Cost/Price proposal. 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. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(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) Proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section. The title and contents of the volumes should be as defined in Table 1 of this

document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

(d) The Offeror's proposals must be received by the Government by the date specified in L.2 (c) above. Questions regarding this SIR/RFO must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

TABLE 1. PROPOSAL ORGANIZATION

Volume	Title	Number of Copies Required	Page Limit
I	**Contract/SIR Documentation**	**Original plus 1 additional copies**	**All Pages**
The SIR form to be returned is a completed copy of all pages of the solicitation document (without attachments) from page 1 through the last page of the solicitation Section M. Make sure all clauses that require contractor fill-in are completed. **Electronic offers are allowed for this solicitation but must follow up with a hard copy.**			
II	**Technical Proposal**	**Original plus 1 additional copies**	**50**
III	**Cost/Price Proposal**	**Original plus 1 additional copies**	**25**
Note: No reference shall be made to prices/costs in Volume II. CAUTION - Evaluators will read only up to the page limit as specified in SIR. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.			

(e) 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 Contracting Officer 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) All volumes should be marked "Procurement Sensitive" with Copy #'s

(6) Each volume should be submitted in an individual binder/folder

SIR DOCUMENTATION – VOLUME I

Each offeror shall submit this volume to assist the FAA for preparing the contract document; confirm business representations, and certifications for the official records. Offerors must complete Section A, Solicitation, Offer and Award (SF33) blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; Relevant fill-in clauses contained in Sections C through I , Section K – Completed Representations and Certifications and Business Declaration Form with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of RFO Sections A through K to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers. Return the complete, signed, copy of the SIR Section A through M as Volume I of the proposal.

TECHNICAL PROPOSAL – VOLUME II

(1) The proposal responses for each technical evaluation factor shall be provided in a separate section of Volume II and each section shall be tabbed for ease of reference. The table of contents should be included and should reference the specific page number where the Government may locate specific information contained within your proposal.

(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 Cost/Price Proposal. The Technical Proposal shall not include prices/costs or any pricing information.

(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).

(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. 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.

(6) TECHNICAL RATINGS: Following the preliminary review, evaluations will proceed under the direction of the TET Lead and as outlined in this plan. All technical factors must be rated "Acceptable" to obtain a pass rating for the technical proposal. Any technical proposal that does not receive acceptable assessment for all factors will receive a fail rating for the technical proposal. The vendors must submit a technical proposal demonstrating technical capability and Descriptive Literature to validate current, technical qualifications and certifications for the five (5) Technical Factors outlined below.

CONTENT:

The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, including attachments (excluding resumes), 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:

FACTOR 1: THE OFFEROR MUST PROVIDE EVIDENCE OF THEIR FAA APPROVED TRAINING PROGRAM.

FACTOR 2: THE OFFEROR MUST PROVIDE PROOF OF OWNERSHIP OF THE FULL FLIGHT SIMULATOR TO BE USED IN TRAINING OR DOCUMENTED CONFIRMATION OF A LEASE AGREEMENT THAT COVERS THE ENTIRE TERM OF THIS CONTRACT.

FACTOR 3: THE OFFEROR MUST PROVIDE A DESCRIPTION OF THEIR TRAINING AIDS AND FACILITIES THAT MEET THE REQUIREMENTS OF THE SOLICITATION.

FACTOR 4: THE OFFEROR MUST PROVIDE PROPOSED TRAINING HOURS TO MEET REQUIREMENTS OF THE SOLICITATION.

FACTOR 5: THE OFFEROR MUST PROVIDE THE PROPOSED NUMBER OF TRAINING DAYS EXPECTED TO BE REQUIRED TO COMPLETE ALL TRAINING AND TESTING FOR EACH COURSE.

COST/PRICE INFORMATION – VOLUME III

Each offeror shall, as a minimum, provide a copy of Section B with prices completed for each CLIN in Section B, for the base year and all option years. Proposals, whether initial or revised submissions, which have unrealistically low prices may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements. The offeror shall describe any assumptions used to develop the proposed prices. The Government anticipates receiving competitive proposals. However, the Government reserves the right to request cost or pricing data and/or information other than cost or pricing data to establish the reasonableness of the proposed prices after receipt of proposals. The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contract for this proposal.

L.9 CLA.1037 QUALIFICATION CRITERIA (JAN 1997)

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

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

(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 an approved training program as described is Section C.1(D)(6) of the SIR for each course proposed;
(2) Provide proof of ownership or lease of the aircraft and/or flight simulation training device to be used in training for each course proposed;
(3) Describe the availability of training aids and facilities to meet the requirements of the solicitation, specifically Section C, Subsection F 3(j) (1)-(14) of the SIR, for each course proposed;
(4) Provide proposed ground and simulator / flight training hours to meet requirements of this solicitation in Schedule B, specifically addressing SIR Section C.1 (f).1. for each course proposed;
(5) Provide proposed number of training days expected to be required to complete all training and testing for each course.

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

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. CLA.4533 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

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.

L.13. 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

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

L.14. 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price Indefinite Delivery/Requirements Type Contract resulting from this Screening Information Request.

L.15. 3.9.1-3 Protest (October 2011)

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 or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(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
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at http://www.faa.gov.

L.16. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

3.2.2.3-1	**FALSE STATEMENTS IN OFFERS (JUL 2004)**
3.2.2.3-6	**SUBMITTALS IN THE ENGLISH LANGUAGE (JUL 2004)**
3.2.2.3-7	**SUBMITTALS IN U.S. CURRENCY (JUL 2004)**
3.2.2.3-11	**UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)**
3.2.2.3-12	**AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)**
3.2.2.3-13	**SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)**
3.2.2.3-14	**LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)**
3.2.2.3-16	**RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)**
3.2.2.3-17	**PREPARING OFFERS (JUL 2004)**
3.2.2.3-18	**PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)**
3.2.2.3-19	**CONTRACT AWARD (JUL 2004)**
3.6.2-15	**EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APR 1996)**
3.13-4	**CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)**

M.1. BASIS FOR CONTRACT AWARD

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with AMS, *Source Selection Mandatory Procedures.* Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable offeror with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and other information required by Section L of this solicitation.

As set forth in AMS 3.2.2.3-19 Contract Award (July 2004), the Government reserves the right 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 later determined by the Contracting Officer to be necessary. Be advised that the competitive range, if required, may be reduced for purposes of efficiency pursuant to AMS 3.2.2.3. Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any offeror to revise its proposal.

M.2. NUMBER OF CONTRACTS TO BE AWARDED

The Government intends to select one contractor for the Pilot Training acquisition. Multiple awards will not be considered. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

M.3. REJECTION OF UNREALISTIC OFFER

The Government may reject any proposal that is evaluated to be unreasonable or unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

M.4. CORRECTION POTENTIAL OF PROPOSAL

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

M.5. AWARD DECISION

The award decision will be made as follows:

(1) Step One – Determine Technical Acceptability. The technical evaluation provides an assessment of the offeror's capability to satisfy the Government's requirements. The Government will evaluate all technical proposals received by the required date/time. Each Technical evaluation factor will receive a rating of acceptable, reasonably susceptible of being made acceptable, or unacceptable. If any factor is rated "unacceptable", the entire proposal is rendered technically unacceptable, and the proposal will be removed from competition. Proposals deemed technically acceptable (either initially or as the result of discussions) will only be considered for award. The ratings are defined in the following paragraphs.

(a) Acceptable: The proposal meets all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Only those proposals determined acceptable, either initially or as a result of discussions, will be considered for award. Once deemed acceptable, all technical capability proposals are considered to be equal.

(b) Reasonably susceptible of being made acceptable: The proposal does not meet all the minimum mandatory requirements in the solicitation identified as technical evaluation factors; however, there is reason to believe that through minor revisions an acceptable proposal could result. For award without discussions these proposals are considered "unacceptable."

(c) Unacceptable: Fails to meet all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Proposals with an unacceptable rating will not be considered for award.

(2) Step Two – Evaluate Price. The offeror's Price proposal will be evaluated, for award purposes, based upon the total price of all CLINs (0001 through 0009) in Section B. The Cost/Price proposal will be reviewed for completeness and accuracy of the offeror's price calculation and price analysis will be conducted to determine realism, and reasonableness. Reasonableness will be based upon that overall evaluated price. Proposals (whether initial or revised submissions) which are unbalanced may indicate Offeror's failure to understand contract requirements. A summation of the CLIN total price (unit price * quantity), and government estimated CLIN(s) (where provided) should be identified to reflect the total contract price for the base year, and each option year period. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Two (2). If reasonableness of price is not determined through price competition, then the FAA may require the review of rationale and supporting data to establish the reasonableness of proposed price(s).

(3) Step Three – Award Decision. Award will be made to the lowest priced, technically acceptable offeror, subject to a positive responsibility determination and conformance of the offeror's proposal to the terms and conditions of the solicitation

M.6. EVALUATION FACTORS

The following evaluation factors will be used to evaluate each proposal. Award will be made to the Offeror proposing the lowest price, technically acceptable offer based upon an integrated assessment of the evaluation factors. All Technical Evaluation Factors 1 through 5 must all obtain an "acceptable" rating in order for the proposal to be considered for award. Award will be made to the acceptable offeror with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements

Any offeror whose Technical Proposal does not address all Evaluation Factors will be considered ineligible for award. Award will be made to the lowest price, technically qualified offeror based on the following evaluation criteria:

FACTOR 1: THE CONTRACTOR MUST PROVIDE EVIDENCE OF AN APPROVED TRAINING PROGRAM AS DESCRIBED IN SECTION C.4.(6) OF THE PERFORMANCE WORK STATEMENT FOR EACH COURSE PROPOSED.

CRITERIA: The Offeror must hold a 14 CFR Part 121 or Part 135 training program, a 14 CFR Part 141 training course outline, or Part 142 course.

ACCEPTABLE: The standard is met when the offeror provides the approved course syllabus, a signed approval letter from the Principal Operations Inspector who approved the training program, **OR** the training specifications paragraph authorizing the training course.

FACTOR 2: PROOF OF OWNERSHIP OR LEASE OF THE AIRCRAFT AND/OR THE FLIGHT SIMULATION TRAINING DEVICE TO BE USED IN TRAINING FOR EACH COURSE PROPOSED

CRITERIA: Proof of ownership of any aircraft to be used and / or proof of ownership of any full flight simulator to be used.

ACCEPTABLE: The standard is met when the offeror provides ownership documentation for the aircraft and/or full flight simulator to be used for each course proposed in the form of a Statement of Qualification for each full flight simulator.

FACTOR 3: DESCRIPTION OF THE AVAILABILITY OF TRAINING AIDS AND FACILITIES, TO MEET THE REQUIREMENTS OF THE SOLICITATION.

CRITERIA: Evidence of available resources to support requirements of Section F.3. (i)(1)- (15) of the PWS for each course proposed. Note: Holders of part 141 or 142 certificates need not submit this information.

ACCEPTABLE: The standard is met when the offeror is able to provide description of the availability of training aids and facilities and copies of the documentation required to meet PWS and solicitation requirements.

FACTOR 4: PROVIDE PROPOSED GROUND AND FLIGHT TRAINING HOURS TO MEET REQUIREMENTS OF THE SOLICITATION IN SCHEDULE B, SPECIFICALLY ADDRESSING THE PERFORMANCE WORK STATEMENT SECTION F.1.(a) FOR EACH COURSE PROPOSED.

CRITERIA: Proposed Ground and Flight Training Hours to meet minimum hourly requirements outlined in Schedule B.

ACCEPTABLE: The Standard is met when the offer provides an FAA approved course syllabus or proof of an FAA approved training program with any needed revisions that supports Schedule B minimum hourly requirements for each course proposed.

FACTOR 5: PROVIDE PROPOSED NUMBER OF TRAINING DAYS EXPECTED TO COMPLETE ALL TRAINING AND TESTING FOR EACH COURSE PROPOSED.

CRITERIA: Proposed number of training days to complete all training and testing.

ACCEPTABLE: The Standard is met when the offeror provides number of training days to complete all training and testing for each course proposed.

M.7. SOLICITATION REQUIREMENTS, TERMS, AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

M.8. CLA.0250 EVALUATION OF OFFERS FOR SINGLE AWARD (JUL 2007)

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

M.9. 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

3.2.4-31 EVALUATION OF OPTIONS (APR 1996)
3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)