

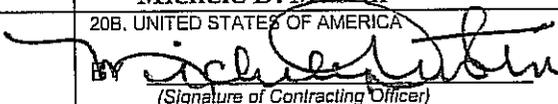
<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE	OFFPGS 1
2. CONTRACT (Proc. Inst. Ident.) NO. <b>DTFAAC-04-D-00124</b>		3. EFFECTIVE DATE <b>September 24, 2004</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0400319		
5. ISSUED BY CODE FAA, Center Acquisition Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, Center Acquisition Contract Mgmt. Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>FlightSafety International Marine Air Terminal / LaGuardia Airport Flushing, NY 11371</b>			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT <b>Net 30</b>		
CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM BLOCK 12
11. SHIP TO/MARK FOR CODE FA 4 AERO CENTER, AMA-260 Mark for: PROG & CONT MGT BRANCH 6500 S MACARTHUR BLVD, OKLA. CITY, OK 73169		12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405)9544304			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

Accepted as to Item 1 through 4 inclusive, Part I, Section B, Base year only, IAW Contractor's Letter/Offer dated 4/5/04 and negotiations. SIR Item 2 No Bid/Initial w/Flight training & Travel Clause H.3, cancelled. Line Item #1 Quantity increased.

					(estimated)
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$50,880.00</b>

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

7. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number <b>DTFAAC-04-R-00319</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>Michele D. Mustin</b>	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED <b>September 21, 2004</b>	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		PAGING	PAGE OF 1 22
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. <b>DTF AAC-04-R-00319</b>		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	
5. DATE ISSUED <b>3/1/2004</b>		6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)			
ISSUED BY FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 731254931			8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 600 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 731254933		

**Firm Fixed Price/Requirements Type Contract** SOLICITATION **Beechjet 400A Initial & Recurrent Pilot Qualification Training**

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6, or handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:30PM local time 4/6/2004  
(Hour) (Date)

NOTE: If offers are handcarried, additional time should be allowed to access the depository facility due to heightened security requirements.

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

10. FOR INFORMATION CALL: >	A. NAME <b>Michele D. Mustin, or michele.d.mustin@faa.gov</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(405) 954-7879</b>
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR Flight Safety International Marine Air Terminal, Laguardia Airport Flushing, NY 11371	CODE 1B495	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William J. Nugent Executive Director, Government Conts
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15B. TELEPHONE NO. (Include area code) (718) 565-4100	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>	17. SIGNATURE <i>William J. Nugent</i>	16. OFFER DATE 5 APR 04
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AWARD (To be completed by Government)	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
19. ACCEPTED AS TO ITEMS NUMBERED		

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE FA%AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 731751932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 731151304
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26. NAME OF CONTRACTING OFFICER (Type or print) <b>MICHELE D. MUSTIN</b>	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I – SECTION B – SUPPLIES/SERVICES & PRICE/COST**

PRICING SCHEDULE  
BASE YEAR

In accordance with the requirements and specifications contained herein, provide per pilot/inspector, 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.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
1.	<b>Beechjet 400A Initial Pilot Qualification Training {Course #28217}</b>	2 Students	<b><u>\$16,800</u></b>	<b><u>\$33,600</u></b>
			<i>Minimum Required</i>	<i>Contractor's Proposal</i>
	a. Ground School (including briefings & cockpit procedures trng)		52 hours	<b>52</b> hours
	b. Level "C" Simulator (including 100% FAA practical test)		10 hours	<b>14</b> hours
2.	<b>Beechjet 400A Recurrent Pilot Qualification Training {Course #28222}</b>	2 Students	<b><u>\$8,640</u></b>	<b><u>\$17,280</u></b>
			<i>Minimum Required</i>	<i>Contractor's Proposal</i>
	a. Ground School		16 hours	<b>16</b> hours
	b. Level "C" Simulator (left seat)(incl FAR 61.58 proficiency check)		6 hours	<b>6</b> hours
3.	Supplemental Training:			
	Provide additional training (when authorized by the Contracting Officer) which exceeds the above-specified program.			
	a. Ground School	<b><u>No Charge</u></b>	per hour	
	b. Simulator	<b><u>\$850</u></b>	per hour	
	b. Flight	<b><u>No Bid</u></b>	per hour	

**\*Requirement for Beechjet 400A Initial training with flight deleted**

**PART I – SECTION B – SUPPLIES/SERVICES & PRICE/COST**

**PRICING SCHEDULE  
 OPTION YEAR 1**

In accordance with the requirements and specifications contained herein, provide per **pilot/inspector**, 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.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
4.	<b>Beechjet 400A Initial Pilot Qualification Training</b> {Course #28217}	<b>2 Students</b>	<b><u>\$17.472</u></b>	<b><u>\$34.944</u></b>
			Minimum Required	Contractor's Proposal
	a. Ground School (including briefings & cockpit procedures trng)		52 hours	<u>52</u> hours
	b. Level "C" Simulator (including 100% FAA practical test)		10 hours	<u>14</u> hours
5.	<b>Beechjet 400A Recurrent Pilot Qualification Training</b> {Course #28222}	<b>2 Students</b>	<b><u>\$8.985</u></b>	<b><u>\$17,970</u></b>
			Minimum Required	Contractor's Proposal
	a. Ground School		16 hours	<u>16</u> hours
	b. Level "C" Simulator (left seat)(incl FAR 61.58 proficiency check)		6 hours	<u>6</u> hours
6.	<b>Supplemental Training:</b>			
	Provide additional training (when authorized by the Contracting Officer) which exceeds the above-specified program.			
	a. Ground School		<b><u>No Charge</u></b> per hour	
	b. Simulator		<b><u>\$884</u></b> per hour	
	b. Flight		<b><u>No Bid</u></b> per hour	

**\*Requirement for Beechjet 400A Initial training with flight deleted.**

**PART I – SECTION B – SUPPLIES/SERVICES & PRICE/COST**

**PRICING SCHEDULE  
OPTION YEAR 2**

In accordance with the requirements and specifications contained herein, provide per pilot/inspector, 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.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
7.	<b>Beechjet 400A Initial Pilot Qualification Training</b> {Course #28217}	<b>2 Students</b>	<b><u>\$18,170</u></b>	<b><u>\$36,340</u></b>
			<i>Minimum Required</i>	<i>Contractor's Proposal</i>
	a. Ground School (including briefings & cockpit procedures trng)		52 hours	<u>52</u> hours
	b. Level "C" Simulator (including 100% FAA practical test)		10 hours	<u>14</u> hours
8.	<b>Beechjet 400A Recurrent Pilot Qualification Training</b> {Course #28222}	<b>2 Students</b>	<b><u>\$9,345</u></b>	<b><u>\$18,690</u></b>
			<i>Minimum Required</i>	<i>Contractor's Proposal</i>
	a. Ground School		16 hours	<u>16</u> hours
	b. Level "C" Simulator (left seat)(incl FAR 61.58 proficiency check)		6 hours	<u>6</u> hours
9.	<b>Supplemental Training:</b>			
	Provide additional training (when authorized by the Contracting Officer) which exceeds the above-specified program.			
	a. Ground School		<u>No Charge</u> per hour	
	b. Simulator		<u>\$ 920</u> per hour	
	b. Flight		<u>No Bid</u> per hour	

\*Requirement for Beechjet 400A Initial training with flight deleted,

**PART I – SECTION C – SCOPE OF WORK**

**C.1 General**

*BECHJET 400A WJV*

- (a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for the ~~HS-125-700~~ Initial, Initial w/Flight and Recurrent Pilot Qualification Training.
- (b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

**C.2 Performance Work Statement –**

The contractor is to provide initial and recurrent ground school, simulator and flight training to airline transport pilot standards for FAA inspectors/pilots in the Beechjet 400A aircraft. The training hours specified in the price schedule are minimums. If the contractor's FAA approved training program contains less time than the specified hours, the contractor shall supplement their approved program with additional ground school/simulator/flight training as necessary to meet the solicitation requirements. The contractor may, within the limits of their approved program, delete company specific training such as employee/customer relations, filling out company forms, or other items not related to the completion of the FAA type rating or proficiency check and substitute additional solicitation required training.

Students scheduled to attend initial qualification training which shall be conducted 100% in the simulator per price schedule, line item 1, shall meet prerequisites per Federal Aviation Regulation which authorizes issuance of appropriate type rating without limitations. Those students not meeting these prerequisites shall be scheduled in the initial qualification course which requires 2 hours of flight training, Line item 2.

When responding to this solicitation, the contractor is required to submit a copy of their FAA approved training program, along with proposed supplemental additions/changes. The copy of the approved program submitted must include a course syllabus, including proposed **additions/changes**, in **sufficient** detail to determine compliance with the minimum hourly requirements of the solicitation.

The FAA will make every effort to enroll two pilots/inspectors per class. This will allow concurrent training at the captain and first officer positions during simulator/training device periods. It should be noted that the minimum required simulator, training device and aircraft times are per pilot/inspector. For example, during recurrent training, a requirement of 6 hours simulator time per pilot/inspector would mean a total of 12 hours of simulator required for a two pilot/inspector class. When the FAA enrolls one pilot/inspector per class, it is expected that additional supplementary training may be required. Supplementary training must be approved in advance on a case by case basis by the Contracting Officer.

Training of **FAA pilot/inspectors** is not to be conducted between the hours of midnight and **6:00 a.m.**, including **simulator/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. To maintain continuity between simulator/flight training sessions, the contractor is requested to minimize the switching of simulator/flight instructors between sessions.

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 pilot/inspectors during each recurrent course.

FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the pilot/inspector, a pilot/inspector may be assigned to training with short notice. If the contractor's approved

program requires pre-course study prior to the trainee's arrival at the contractor's training facility, the contractor is required to supplement their approved course to allow for required pre-course study to be accomplished at the contractor's facility after the pilot/inspector's arrival. Such ground instruction must either be classroom or computer based training in accordance with the General Training Requirements of the solicitation.

C.3 Definitions (February 1997)

CLA.1103

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

(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) Approved Simulator: A mechanical and/or electronic device that simulates the full flight characteristic, navigation capability and ail systems malfunction characteristics of a certain type and model aircraft, shall duplicate the aircraft cockpit throughout with precision, shall have at least three axis motion, visual system, be the most modern simulator in the contractor's inventory and be approved by the Federal Aviation Administration in accordance with FAR Part 121.407, Part 121, Appendix H, and FAA Advisory Circular, AC 120-40 (as amended).

(3) Training Device: A mechanical and/or electronic device that provides representation of a certain type and model aircraft to the extent of realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the Federal Aviation Administration in accordance with FAA Advisory Circular, AC 120-45 (as amended).

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

(5) Initial Pilot Qualification: The contractor shall provide the aircraft and/or simulator, and training necessary to enable the FAA pilot/inspector to pass the practical test to Airline Transport Pilot (ATP) standards for a type rating on subject airplane, in accordance with applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Initial pilot qualification ground school.

b Initial pilot qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

c Initial pilot qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.

d Initial pilot qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(6) Recurrent Pilot Qualification: The contractor shall provide the ground school, simulator and/or aircraft to enable the FAA pilot/inspector to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Recurrent aircraft systems ground school.

b Recurrent pilot simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).

c Recurrent pilot flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

(7) Initial Pilot/Flight Engineer Qualification: The contractor shall provide the aircraft and/or simulator training necessary to enable the FAA pilot/inspector who possess an Airline Transport Pilot (ATP) Certificate, to pass both pilot-in-command (PIC) and flight engineer (FE), if applicable, practical tests to ATP standards for a type rating on subject airplane, in accordance with FAR Part 121, an FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Initial pilot/flight engineer qualification ground school.

b Initial pilot/flight engineer qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

c Initial pilot/flight engineer qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.

d Initial pilot/flight engineer qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(8) Recurrent Pilot/Flight Engineer Qualification: The contractor shall provide the ground school, simulator and/or aircraft training necessary to enable the FAA pilot/inspector to pass both Pilot in Command and Flight Engineer, if applicable, proficiency checks to ATP standards in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Recurrent aircraft systems ground school.

b Recurrent pilot/flight engineer simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).

c Recurrent pilot/flight engineer flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

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

(10) Differences Training (if applicable): The contractor shall provide all training necessary for both pilot and flight engineer, if applicable, pursuant to FAR Part 121.418, in accordance with the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight training shall conform to the principle of "Crew Concept". Types of training may include the following categories:

a Aircraft systems ground school.

b Training device

c Simulator

d Flight training.

#### C.4 General Training Requirements (February 1997)

CLA.1258

(a) All instruction must comply with the contractor's existing training program that has been approved by the FAA under Federal Aviation Regulations (FAR) Part 121, 135, 141, or 142 as appropriate. Although the FAA requires minimum hours for training, which may not be the exact hours in the contractor's, approved program, the contractor is requested to supplement systems training to meet the required minimums. The contractor is expected to exercise its best training efforts.

(b) Simulator training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or simulator training, if applicable. The flight training shall be scheduled so as to accomplish not less than 15 hours and not more than 3.0 hours per inspector per training day. Flight/Simulator training may be integrated with ground school training if it is a part of the contractor's program. All training periods, including briefing and debriefing periods, must be completed no later than midnight and no training, including pre-flight briefing, shall begin before 6 a.m. In unusual circumstances, such as equipment malfunction, weather, etc., exceptions to the training hours may be made if it is for differences, recurrent, or supplemental training and is specifically approved by the FAA Contracting Officer.

(c) Ground school instruction shall be presented by a qualified Instructor in a classroom environment. If Computer-Eased Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:

(1) Inspectors shall receive a thorough briefing on the operation and use of the CBI equipment.

(2) At least one instructor shall be present or readily accessible by telephone to resolve any problems or questions that the inspector may have regarding the material presented in the CBI program.

(3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector.

(d) Flight and simulator training shall conform to the principle called "Crew Concept".

(e) The contractor shall contact the appropriate FAA District Office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft, and shall make the simulator/aircraft and appropriate personnel available for the purpose of administering the applicable check(s) required. If the local FAA District Office is unable to provide a qualified inspector for the required check(s), the contractor shall immediately notify the Contracting Officer's Technical Representative (COTR).

(f) The Government will designate those of its personnel who are to report to the contractor for training. In the event the FAA pilot/inspector fails to report as scheduled, the contractor shall promptly notify the FAA designated Training Coordinator (TC).

(g) The contractor shall provide all training necessary to enable the FAA inspector to pass the appropriate pilot practical test or proficiency check as applicable.

(h) If the FAA inspector has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in the schedule and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the contracting officer, who has the authority to authorize additional training. In the event such FAA Inspector does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed less the unused time at the supplementary rate as certified on the Certificate of Training, Appendix "A".

(i) The contractor shall notify the TC of the FAA pilots/inspectors' completion status within 5 working days after completion of the training program.

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

(k) The contractor shall furnish all training aids/facilities that meet the following minimum requirements:

(1) Sufficient chalkboards or blackboards for effective teaching shall be provided.

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

(3) The classroom shall be well lighted.

(4) Pilots/inspectors shall be seated at suitable tables that provide sufficient space for writing and accomplishing assigned tasks.

(5) The classroom shall be kept clean.

(6) Sanitary rest-room facilities shall be available within convenient distance of the classroom.

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

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

(9) Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of American Standards Institute in conducting contract training.

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

(11) A copy of the Aircraft Flight Manual shall be provided each FAA pilot/inspector upon first enrollment (Initial or Recurrent) in a training course under this contract and shall be retained by the FAA inspector. A "Flight Training Manual" utilized in the contractor's training program that is at least equal in content and quality to the Aircraft Flight Manual will be an acceptable substitute. Revisions to the manual shall be provided each FAA inspector on subsequent assignment to recurrent training under this contract. Such manuals and revisions shall be included within the prices set forth in Part ■, Section B, Supplies and Services and Prices/Costs.

(12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.

(13) An FAA-approved simulator of the type specified in Part ■, Section B, if applicable.

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

(15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.

(15) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.

(l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall a FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.

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

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

C.5 Clauses and Provisions Incorporated by Reference (September 2002)

3.1-1

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more 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://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

**PART I – SECTION D – PACKAGING AND MARKING**

NOT APPLICABLE

**PART I – SECTION E – INSPECTION AND ACCEPTANCE**

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C.5, Clause 3.1.1.

3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)

**PART I – SECTION F – DELIVERIES OR PERFORMANCE**

**F.1** Authorized Performance (January 1997)

**CLA.0168**

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

**F.2** Principal Place of Training (January 1997)

**CLA.0180**

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

Type of Training	Location (City and State)
Ground School	Wichita, KS
Level "C" Simulator	Wichita, KS
Flight Training	No Bid

F.3 Training Schedule (February 1997) CLA.0241

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.

(b) Exact training dates will be by mutual agreement of both parties. The following is the best quarterly estimate at this time and may be revised during the contract period.

FY 04	3 <sup>rd</sup> Qtr	0 Initial	0 Initial (flt)	0 Recurrents
	4 <sup>th</sup> Qtr	0 Initial	0 Initial (flt)	2 Recurrents
FY05	1 <sup>st</sup> Qtr	1 Initial	1 Initial (flt)	0 Recurrents
	2 <sup>nd</sup> Qtr	0 Initial	0 Initial (flt)	2 Recurrents
1 <sup>st</sup> Option Year	1 Initials	1 Initial (flt)	4 Recurrents	
2 <sup>nd</sup> Option Year	1 Initials	1 Initial (flt)	4 Recurrents	

(c) 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.

(d) Travel and related costs associated with rescheduling of flight training for both the FAA pilot/inspector and the contractor flight instructor will be reimbursed in accordance with paragraph (b) of the provision entitled, "Reimbursement of Travel Costs", in Part I, Section H.3.

F.4 Change to Individual Delivery Order Schedule (January 1997) CLA.1137

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

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

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

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

F.5 Contract Period (January 1997) CLA.1604

The effective period of this contract is 1 year from the date of award for the base year and two 1-year option periods.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C.5, Clause 3.1.1.

- 3.10.1-9 Stop Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.10.1-24 Notice of Delay (November 1997)

**PART I – SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 Contracting Officer's Technical Representative (July 1996)**

**3.10.1-22**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**G.2 Option to Extend Services (January 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section 1.7, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

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

**CLA.2912**

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:

- (1) a completed and signed "Certificate of Training -Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
- (2) detailed invoice(s) for training provided, depicting:
  - (i) student name(s),
  - (ii) contract number and applicable delivery order number,
  - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
  - (iv) extended totals for invoiced quantities.

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

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

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

Appendix A and one  
copy of **invoice(s)** to:            FAA, Contracts Administration Section (AMA-262)  
   P.O. Box 25082  
   Oklahoma City, OK 73125

**PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 Notification of Absence, Illness, Injury, or Death of  
FAA Students (January 1997)**

**CLA.0148**

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

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

**H.2 Agreement to Participate in Alternative Dispute Resolution (April 1998)**

**CLA.4540**

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

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

**H.3 Reimbursement of Travel Costs (December 2003)**

**CLA.4531**

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are incurred and charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, [http://www2.faa.gov/aba/html\\_to/index.html](http://www2.faa.gov/aba/html_to/index.html). Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling

charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**PART II – SECTION I – CONTRACT CLAUSES**

**1.1 Availability of Aircraft (January 1997)**

**CLA.1029**

(a) Should the aircraft intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft within 90 days of the date that the original training aircraft became unavailable. If the contractor is unable to acquire another aircraft 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, 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 as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft, 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 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 unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

**1.2 Oral and Written Telecommunication Orders (January 1997)**

**CLA.1035**

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

**1.3 Loss or Damage (January 1997)**

**CLA.3201**

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

**1.4 Ordering (October 1996)**

**3.2.4-16**

- (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 during the effective period of the contract stated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event

of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 1.5 Order Limitations (October 1996)

**3.2.4-17**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train an inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 3 inspectors/students;

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 1.6 Requirements (October 1996)

**3.2.4-19**

(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.

#### 1.7 Option to Extend Services (April 1996)

**3.2.4-34**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**1.8 Option to Extend the Term of the Contract (April 1996)**

**3.2.4-35**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**1.9 Availability of Funds (April 1996)**

**3.3.1-10**

Funds are not presently available for this contract. The FAA's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**1.10 Availability of Funds for the Next Fiscal Year (April 1996)**

**3.3.1-11**

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

**1.11 Contracting Officer's Technical Representative (July 1996)**

**3.10.1-22**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**1.12 Risk and Indemnities (October 1994)**

**1252.228-72**

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

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C.5, Clause **3.1.1**.

**3.1.7-2 Organizational Conflicts of Interest (August 1997)**

- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)
- 3.2.2.3-1 False Statements in Offers (January 2004)
- 3.2.2.3-8 Audit and Records (January 2004)
- 3.2.2.3-33 Order of Precedence (January 1999)
- 3.2.2.3-37 Notification of Ownership Changes (April 1996)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-2 Independent Price Determination (October 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-13 Limitation of Cost (Facilities) (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-25 **Mandatory Information for Electronic Fund Transfer (EF) Payment - Central Contractor Registration (C) (June 2001)**
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.2-6 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.6.2.-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.3-1 Clean Air and Water Certification (April 2000)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.9.1-1 Contract Disputes (November 2002)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-9 **Stop-Work Order** (October 1996)
- 3.10.1-10 **Stop-Work Order--Facilities** (June 1999)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.10.1-12 Changes--Fixed-Price (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.1-24 Notice of Delay (November 1997)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)

**PART III - SECTION J – LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Certification of Training Appendix A (supersedes all Previous Appendix A Forms. Previous forms are no longer usable.	10/1/98	3

**CERTIFICATE OF TRAINING - APPENDIX A**

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

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

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

**FAA Mike Monroney Aeronautical Center**  
**FAA Academy - ATTN: Contracts Administration**     **Attn: AMA-260**  
 P.O. Box 29082  
 Oklahoma City, Oklahoma 73125

CONTRACTOR: \_\_\_\_\_ CONTRACT NO.: **DTFA-02-**\_\_\_\_\_  
 COURSE: \_\_\_\_\_ DELIVERY ORDER NO.: **DTFA-02-**\_\_\_\_\_

TYPE OF FLIGHT CHECK COMPLETED (circle)		
Initial Qualification	Recurrent Qualification	Other (specify) _____
<b>TRAINING COMPLETION DATES:</b>		
GROUND SCHOOL _____		_____ Hours
PIC		RT SEAT / OBS / F.E.
SIMULATOR _____		_____ Hours
FLIGHT _____		_____ Hours

COMPLETION STATUS (circle one):    **PASS**    **FAIL**    **WITHDRAW**    **INCOMPLETE**

STUDENT INFORMATION			
FAA STUDENT (Please Print)	REGION and OFFICE	FAA CREW NUMBER	MEDICAL INFO. Class    Issue Date

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

STUDENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR OFFICIAL SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

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

48713

FAA ACADEMY  
End-of-Course Evaluation



Course: [ ] [ ] [ ] [ ] [ ]

Class: [ ] [ ] [ ] [ ] [ ]

Training Org: [ ] [ ] [ ]

Shade circles like this:   
Not like this:  

Do not write outside boxes.

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

Please rate the course on the following factors:

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

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

[Empty box for providing specific change suggestions]

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

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

[Empty box for explaining "Fair" or "Poor" ratings]





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

Suggestion

Complaint

Compliment

Other

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