

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 29
2. CONTRACT NO. DTFAAC-06-D-00064	3. SCREENING INFORMATION REQUEST NO. DTFAAC-06-R-01607	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 02/23/2006	6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933			

Fixed Price/Indefinite Delivery -Requirements Type Contract SOLICITATION **Light Sport Aircraft "Powered Parachute" Pilot Qualification Training**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:30PM local time 03/23/06
(Hour) (Date)

NOTE: If offers are hand carried, 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 Terry J. Wilson, or Terry.Wilson@faa.gov	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (405) 954-7834
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OFFER (Must be fully completed by offeror)
NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

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

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

15A. NAME AND ADDRESS OF OFFEROR DESTINATION FLIGHT, INC 21740 PINHOOK ROAD MENDON MI 49677	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) ROBIN J. BURPEE
15B. TELEPHONE NO. (include area code) 269-496-9301	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE <i>Robin J. Burpee</i>
			18. OFFER DATE 03.10.2006

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT EST. \$7,890.00	21. ACCOUNTING AND APPROPRIATION To Be Shown on Individual Delivery Orders
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CLIN: 0001, 0002, 0003 & 0004 BASE YEAR ONLY

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304

26. NAME OF CONTRACTING OFFICER (Type or print) BRENT D. FOREMAN	27. UNITED STATES OF AMERICA <i>Brent D. Foreman</i> (Signature of Contracting Officer)	28. AWARD DATE MAY 9, 2006
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PART I – SECTION B – SUPPLIES/SERVICES & PRICE/COST

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.

CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
0001	BASE YEAR Light Sport Aircraft – Initial Powered Parachute Pilot Qualification Training (28466)	2 Students	\$ <u>3,145.00</u>	\$ <u>6,290.00</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	15 hours	<u>15</u> hours	
	b. Dual Flight Instruction	17 hours	<u>17</u> hours	
	c. Supervised Solo Flight	2 hours	<u>2</u> hours	
	(Training hours & unit price include all training and testing costs)			
0002	BASE YEAR Light Sport Aircraft - Recurrent Powered Parachute Pilot Qualification Training	2 Students	\$ <u>525.00</u>	\$ <u>1,050.00</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	3 hours	<u>3</u> hours	
	b. Dual Flight Instruction	3 hours	<u>3</u> hours	
0003	BASE YEAR Supplementary Training Hours			
	Provide additional training (when authorized by the Contracting Officer or appointed Contracting Officer's Technical Representative (COTR)), which exceeds the above-specified program.			
	a. Ground School –cost per hour		\$ <u>45.</u> per hour	
	b. Dual Instruction –cost per hour		\$ <u>130.</u> per hour	
	c. Supervised Solo Flight –cost per hour		\$ <u>130.</u> per hour	
0004	BASE YEAR Examiner Fee If required and approved by the Training Coordinator	2 Students	\$ <u>275.00</u>	\$ <u>550.00</u>
TOTAL ESTIMATE Light Sport Aircraft ~Powered Parachute ~ BASE YEAR –				\$ <u>7,890.00</u>

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

1st OPTION 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.

CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
0005	FIRST OPTION YEAR Light Sport Aircraft – Initial Powered Parachute Pilot Qualification Training (28466)	2 Students	\$ <u>3,302.²⁵</u>	\$ <u>6,604.⁵⁰</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	15 hours	<u>15</u> hours	
	b. Dual Flight Instruction	17 hours	<u>17</u> hours	
	c. Supervised Solo Flight	2 hours	<u>2</u> hours	
	(Training hours & unit price include all training and testing costs)			
0006	FIRST OPTION YEAR Light Sport Aircraft - Recurrent Powered Parachute Pilot Qualification Training	2 Students	\$ <u>551.²⁵</u>	\$ <u>1,102.⁵⁰</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	3 hours	<u>3</u> hours	
	b. Dual Flight Instruction	3 hours	<u>3</u> hours	
0007	FIRST OPTION YEAR Supplementary Training Hours			
	Provide additional training (when authorized by the Contracting Officer or appointed Contracting Officer's Technical Representative (COTR)), which exceeds the above-specified program.			
	a. Ground School –cost per hour		\$ <u>47.²⁵</u> per hour	
	b. Dual Instruction –cost per hour		\$ <u>136.⁵⁰</u> per hour	
	c. Supervised Solo Flight–cost per hour		\$ <u>136.⁵⁰</u> per hour	
0008	FIRST OPTION YEAR Examiner Fee If required and approved by the Training Coordinator	2 Students	\$ <u>290.⁰⁰</u>	\$ <u>580.⁰⁰</u>
TOTAL ESTIMATE Light Sport Aircraft – Powered Parachute – FIRST OPTION YEAR –				\$ <u>8,287.⁰⁰</u>

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

2nd OPTION 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.

CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
0009	SECOND OPTION YEAR Light Sport Aircraft – Initial Powered Parachute Pilot Qualification Training (28466)	2 Students	\$ <u>3,486.00</u>	\$ <u>6,972.00</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	15 hours	<u>15</u> hours	
	b. Dual Flight Instruction	17 hours	<u>17</u> hours	
	c. Supervised Solo Flight	2 hours	<u>2</u> hours	
	(Training hours & unit price include all training and testing costs)			
0010	SECOND OPTION YEAR Light Sport Aircraft - Recurrent Powered Parachute Pilot Qualification Training	2 Students	\$ <u>582.00</u>	\$ <u>1,164.00</u>
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	3 hours	<u>3</u> hours	
	b. Dual Flight Instruction	3 hours	<u>3</u> hours	
0011	SECOND OPTION YEAR Supplementary Training Hours			
	Provide additional training (when authorized by the Contracting Officer or appointed Contracting Officer's Technical Representative (COTR)), which exceeds the above-specified program.			
	a. Ground School –cost per hour		\$ <u>50.00</u> per hour	
	b. Dual Instruction –cost per hour		\$ <u>144.-</u> per hour	
	c. Supervised Solo Flight -cost per hour		\$ <u>144.-</u> per hour	
0012	SECOND OPTION YEAR Examiner Fee If required and approved by the Training Coordinator	2 Students	\$ <u>305.00</u>	\$ <u>610.00</u>
TOTAL ESTIMATE Light Sport Aircraft ~ Powered Parachute ~ SECOND OPTION YEAR –				\$ <u>8,746.00</u>

PART I – SECTION C – SCOPE OF WORK**C.1 General**

(a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for the **Light Sport Aircraft - Initial and Recurrent Powered Parachute Pilot Qualification Training**.

(b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

C.2 Performance Work Statement –**Light Sport Aircraft Pilot Training
(Powered Parachute)**

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

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

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

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

To be considered technically acceptable the contractor must provide aircraft and instructors that meet the following requirements:

Instructors utilized by the contractor to provide training under this purchase order shall meet the these minimum requirements:

- Possess a valid FAA sport pilot certificate or higher certificate in the appropriate category and class.
- Possess a valid FAA Flight instructor certificate with sport pilot privileges in the appropriate category and class.

- Minimum hours for Powered Parachute Instructors:
 - 250 hours as PIC in aircraft, which includes at least 100 hours in powered parachute, of which 25 hours in powered parachute accrued within the past year; and
 - 100 hours as flight instructor in aircraft, which includes at least 50 hours flight instruction given in powered parachute.

In Addition the contractor shall:

Have available a designated pilot examiner or utilize a National Resource Inspector to conduct final pilot certification.

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

- Powered parachute machines must have less than 300 hours total flight time.
- The factory required maintenance must be followed on all aircraft used.
- The maximum age of aircraft cannot exceed 3 years.
- Aircraft must hold a U.S. registration and airworthiness certificate.

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 all systems malfunction characteristics of a certain type and model aircraft, shall duplicate the aircraft cockpit throughout with precision, shall have at least three axis motion, visual system, be the most modern simulator in the contractor's inventory and be approved by the Federal Aviation Administration in accordance with FAR Part 121.407, Part 121, Appendix H, and FAA Advisory Circular, AC 120-40 (as amended).

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

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

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

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

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

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

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

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

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

(h) If the FAA inspector has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in the schedule and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the contracting officer, who has the authority to authorize additional training. In the event such FAA inspector does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed 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 I, Section B, Supplies and Services and Prices/Costs.
- (12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.
- (13) An FAA-approved simulator of the type specified in Part I, Section B, if applicable.
- (14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal or provisional category by the FAA.
- (15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.
- (16) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.
- (l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall a FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.
- (m) The contractor shall provide all fuel, oil, landing fees, storage, and tie down service. The contractor shall pay for all these items and for any others related to operation and utilization of each aircraft provided by the contractor for training hereunder; reimbursement for which shall be deemed included in the contract price.
- (n) Each aircraft provided by the contractor shall be operated and maintained in accordance with applicable FAA regulations.

3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

PART I – SECTION D – PACKAGING AND MARKING

NOT APPLICABLE

PART I – SECTION E – INSPECTION AND ACCEPTANCE

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

CLA.1908

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

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

<u>Type of Training</u>	<u>Location (City and State)</u>
Ground School	<u>THREE RIVERS, MI</u>
Simulator Training	<u>N/A</u>
Flight Training	<u>THREE RIVERS, MI</u>

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

- (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 annual estimate at the time and may be revised during the contract period.

<u>Contract Year</u>	<u>Estimated Annual Quantity</u>
Base Year	2 Initial and 2 Recurrent
1 st Option Year	2 Initial and 2 Recurrent

2nd Option Year

2 Initial and 2 Recurrent

- (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.

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 plus two one-year options to renew, if exercised.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part I, Section C, AMS 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)

3.11-34 F.O.B Destination (April 1999)

PART I – SECTION G – CONTRACT ADMINISTRATION DATA

G.1 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 I.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.2

Invoicing Procedures – Pilot Training (March 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.

PART II – SECTION I – CONTRACT CLAUSES

I.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.

I.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.

I.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.

I.4 Risk and Indemnities (TAR 1252.228-72 – December 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 Exception to Clause 3.2.4-19, Requirements (October 1996)

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

3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued 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.

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train 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 2 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.

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

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

3.2.4-34 (R) Option to Extend Services (April 1996)

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 not later than the expiration date of the current contract period.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 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.

3.3.1-10 Availability of Funds (April 1996)

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.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

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

3.3.1-33 Central Contractor Registration (October 2005)

(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—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active."

(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 the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by 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://www.dnb.com>; or

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will 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.

3.3.1-34 Payment by Electronic Funds Transfer—Central Contractor Registration (October 2005)

(a) Method of payment.

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the

Government can make payment by EFT (but see paragraph (d) of this clause).

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a

combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(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.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, AMS Clause 3.1-1.

3.2.2.3-33	Order of Precedence (July 2004)
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)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (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)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2003)
3.3.1-25	Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (June 2001)
3.4.2-6	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes--Fixed Price Contract (April 1996)

- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
- 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)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
- 3.9.1-1 Contract Disputes (November 2002)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-12 Changes--Fixed-Price (April 1996)
- 3.10.1-12/alt1 Changes--Fixed-Price Alternate I (April 1996)
- 3.10.1-22 Contracting Officer's Technical Representative (July 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements (January 2003)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
- 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)

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, Revision 4*	2/11/05	3

*NOTE: Revision 4 of Appendix A, dated 02/11/2005, supersedes and replaces all previous versions of the form. Previous versions are no longer usable.

CERTIFICATE OF TRAINING - APPENDIX A

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

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

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

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

CONTRACTOR: _____ CONTRACT NO.: DTFA-AC-_____
 COURSE: _____ DELIVERY ORDER NO.: DTFA-AC-_____

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

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

COMPLETION STATUS (circle one): PASS FAIL WITHDRAW INCOMPLETE

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

STUDENT SIGNATURE _____ DATE _____

CONTRACTOR OFFICIAL SIGNATURE _____ DATE _____

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

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



FAA ACADEMY
End-of-Course Evaluation



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

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

Training Org: **260**

Shade circles like this: ●
Not like this: ○



Do not write outside boxes.

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

Please rate the course on the following factors:

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

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

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

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



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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!**