

K-2 Basic Level

A survey of theory and principles by lecture, demonstration, discussion and limited application to present:

- a. A brief review of scientific basis.
- b. An explanation of principles for practical application.
- c. Only limited practical application by demonstration. No development of manipulative skill.

K-3 Analytical and Comprehension Level

A review of theory and principles by lecture, demonstration, discussion and practical application to assure:

- a. An understanding of the scientific theory upon which the subject is founded.
- b. A basic knowledge of the principles for practical application.
- c. The capability to perform the essential functions of practical application.
- d. Sufficient manipulative skills to perform essential tasks.

K-4 **Application Level**

An in-depth coverage by lecture, demonstration, discussion and practical application to assure:

- a. A detailed knowledge of the scientific basis and principles.
- b. The capability to perform a high degree of practical application.
- c. Sufficient manipulative skills to perform a high degree of task accomplishment.

5.2.2 B TRAINING OUTCOMES: Upon completion of this training, the Flight Test Pilot/Engineer shall:

- ✱ Understand current, new, revised, and proposed FAA flight test certification requirements pertinent to flight test certification tasks
- ✱ Understand current, new, revised, and proposed flight testing procedures, technical guidance material, and interpretation of regulations
- ✱ Understand accepted and approved safety policy and guidance for the execution of FAA flight test projects.

- * Understand new and advanced aviation technology subjects that will be utilized in FAA certification of advance aircraft and related systems
- * Demonstrate proficiency in pertinent flight test procedures, which are accepted as standard practices during FAA certification flight tests.
- * Demonstrate proficiency in the principles of crew resource and error management.

NOTE: THE FOLLOWING RECURRENT COURSE SYLLABUS IS A DETAILED SUBJECT LISTING FOR THE ABOVE OUTCOMES

THIS SUBJECT LISTING IS PRESENTED AS A BASIC FOR A RECURRENT FLIGHT TEST TECHNICAL TRAINING COURSE NOT TO EXCEED TWO WEEKS DURATION INCLUDING TRAVEL TIME.

5.2.C **RECURRENT COURSE 28273 SYLLABUS**

ATMOSPHERE ALL CLASS ROOM LECTURE

- K-1 **FLUID MECHANICS**
CONTINUITY
BERNOULLI EQUATIONS
EQUATIONS OF STATE

- K-1 **AIRSPEEDS**
IAS
CAS
EAS
TAS
MACH

- K-1 INSTRUMENT CALIBRATION, GROUND & FLIGHT
K-1 HUMIDITY

FAR REQUIREMENTS

SYSTEMS

- (S) - SIMULATOR OR AIRCRAFT
DEMONSTRATION
(A) - AIRCRAFT DEMONSTRATION

- K-1 ICE PROTECTION

ELECTRICAL AND AVIONICS

- (S) K-1 GENERATORS/CSD
K-1 TRIM SYSTEMS
K-2 INSTRUMENTS-EFIS, HUD, EICAS, MARKINGS, TCAS- (LATEST SOFTWARE VERSION)
(S) K-2 WINDSHEAR, PREDICTIVE
(S) K-2 CAT II-COUPLED AND FLIGHT DIRECTOR
(S) K-2 CAT III AUTOLAND-INCLUDING GROUND ROLL-OUT
K-2 FLY BY WIRE FLIGHT CONTROL SYSTEMS
K-1 WING LOAD ALLEVIATION
K-2 FLIGHT CONTROLS
K-1 COCKPIT LIGHTING

K-2 EVS, SVS, HUD, NVG, Etc.

PROPULSION

RECIPROCATING

- K-2 POWER CHARTS & LIMITS, PROPELLER CHARTS
- K-1 MINIMUM/MAX ENGINE POWER
- K-1 CARBURETOR HEAT RISE
- K-1 COOLING

TURBOPROP/TURBOSHAFT

- K-2 POWER CHARTS AND LIMITS
- K-1 MIN/MAX ENGINE POWER
- K-1 AUTO FEATHER/NEGATIVE TORQUE
- K-1 FUEL CONTROLS-ELECTRONIC/MECHANICAL/FADEC

TURBOJET/TURBOFAN

- K-2 THRUST CHARTS-RATINGS, LIMITS DERATING, & REDUCED THRUST
- K-1 FACTORS AFFECTING THRUST
- K-1 THRUST-NET AND GROSS
- K-1 MINIMUM/MAXIMUM ENGINE THRUST
- K-2 COMPRESSOR STALL/SURGE MAPS
- K-2 FUEL CONTROLS-ELECTRONIC/MECHANICAL
- K-1 FADEC (FULL AUTHORITY DIGITAL ENGINE CONTROL)

FAR REQUIREMENTS

PERFORMANCE

- (S) - SIMULATOR OR AIRCRAFT DEMONSTRATION
- (A) - AIRCRAFT DEMONSTRATION

AIRPLANES

- K-1 LIFT & DRAG-INCLUDING WINDMILLING & CONTROL DRAG
DRAG-ALL FORMS
- (A) K-4 STALL SPEEDS-INCLUDING MACH EFFECTS
- (S) K-2 TAKEOFF SPEEDS DEVELOPMENT
- K-2 V_{MC}' , V_1' , V_{MU}'
- K-2 V_{LOF}' , V_2'
ACCELERATE-GO DISTANCE
- K-1 ROTATION TECHNIQUES
- K-1 GEOMETRY AND PITCH
- K-1 NOISE REFERENCE FLIGHT PATH
- K-2 ALL ENGINE AND ENGINE INOPERATIVE
- (S) K-2 ACCELERATE-STOP DISTANCE-INCLUDING BRAKES, THRUST
REVERSERS, AUTOMATIC DEVICES, TIME DELAYS & KE
- K-2 TAKEOFF FLIGHT PATH-INCLUDING LANDING GEAR
RETRACTION TIME
- K-1 WEIGHT & ALTITUDE EXTRAPOLATION LIMITS
- K-1 TEST WEIGHT/CG TOLERANCES
- K-2 CLIMB-INCLUDING WINGS LEVEL CRITERIA, DRAG POLARS VS. CLIMBS, TRIM DRAG,
LANDING CLIMB THRUST, & LANDING GEAR DOOR POSITION

- (S) K-2 LANDING-INCLUDING THRUST REVERSER & PROPELLER PITCH CONSIDERATIONS

ROTORCRAFT

- K-2 TAKEOFF SPEEDS DEVELOPMENT
(A) K-1 TAKEOFF-GO/STOP, CAT. A & B
CLIMBS-RATES & AIRSPEEDS
(A) K-3 LANDING-CATEGORY A & B
K-1 HEIGHT-VELOCITY ENVELOPES
K-1 WEIGHT & ALTITUDE EXTRA EXTRAPOLATION LIMITS
K-1 POWERED LIFT VSTOL/VTOL

FAR REQUIREMENTS

STABILITY AND CONTROL

AIRPLANES

- (A) K-3 STALL CHARACTERISTICS
(S) K-3 STALL PREVENTION SYSTEM CONSIDERATIONS
(S) K-3 STALL WARNING & MANEUVER MARGINS
(S) K-2 LONGITUDINAL STABILITY-STATIC & DYNAMIC
INCLUDING FUEL SHIFT EFFECTS
(S) K-2 LATERAL/DIRECTIONAL, DIHEDRAL EFFECT, & SPIRAL STABILITY
(S) K-2 SAS-INCLUDING HANDLING QUALITIES AFTER FAILURES IN STABLE & UNSTABLE
AIRPLANES & CRITICALITY ASSESSMENT
(S) K-2 V_{MCG} , V_{MCA} , V_{MCL}
(S) K-2 SPIN-TESTING
PRECAUTIONS & SAFETY EQUIPMENT
K-1 WEIGHT & ALTITUDE EXTRAPOLATION LIMITS
K-1 TEST WEIGHT/CG TOLERANCES

ROTORCRAFT

- (A) K-3 LONGITUDINAL STABILITY-VFR/IFR
(A) K-3 LATERAL-DIRECTIONAL STABILITY
(A) K-2 VNE/VD MANEUVERING, ROUGHNESS &
CONTROL, POWER ON & OFF
(A) K-2 AFCF & SAS-HANDLING QUALITIES AFTER FAILURES IN STABLE & UNSTABLE
HELICOPTERS & CRITICALITY ASSESSMENT IFR/VFR
*K-1 EXTERNAL LOADS-RACKS & HOOKS
K-1 WATER & GROUND HANDLING-CROSS WINDS
K-1 POWERED LIFT
K-1 WEIGHT & ALTITUDE EXTRAPOLATION LIMITS

FAR REQUIREMENTS

* OPTION, EITHER AIRCRAFT OR CLASSROOM

MISCELLANEOUS-ALL CLASSROOM LECTURE

FLIGHT CREW ESCAPE/AIRCRAFT RECOVERY

- K-2 ESCAPE HATCHES & CHUTES
- K-2 DOOR RIP HINGES
- K-2 STALL/SPIN RECOVERY PARACHUTES &
JETTISON SYSTEM
- K-1 JETTISONABLE/SHIFTABLE BALLAST
- K-2 INTERIOR ESCAPE AIDS
- K-2 PRESSURIZATION CONSIDERATIONS

FLIGHT CREW SURVIVAL EQUIPMENT

- K-3 PERSONAL PARACHUTES
- K-3 PERSONAL AND CREW FLOTATION EQUIPMENT
- K-3 CLOTHING
- K-3 HEAD PROTECTION
- K-3 COMMUNICATION, INTERCOCKPIT &
AIR-TO-GROUND
- K-1 DESIRABILITY OF CHASE

K-2 **CURRENT A.C.'S AND POLICY LETTERS**

- SPECIAL CONDITIONS
- EQUIVALENT LEVEL OF SAFETY FINDINGS
- ISSUE PAPERS

K-3 **PROJECT ADMINISTRATION**

- CONFORMITY
- INSTRUMENT CALIBRATIONS
- WEIGHT AND BALANCE
- AIRPLANE AIRWORTHINESS
- FLIGHT TEST PLAN REVIEW
- APPLICANT FLIGHT TEST DATA REVIEW
- SPECIAL INSTRUMENTATION REQUIREMENTS
- SPECIAL FACILITY REQUIREMENTS
- AVAILABILITY
 - (1) TELEMETERING
 - (3) STANDING WATER RUNWAY FACILITIES

PILOT QUALIFICATIONS

- K-3 HUMAN FACTORS - NEW DEVELOPMENTS IN HUMAN FACTORS
- K-3 WORKSHOP FOR STATE-OF-THE-ART UPDATE ON NEW EMERGING TECHNOLOGIES,
EQUIPMENT AND IMPACT ON CERTIFICATION.
- K-4 CREW RESOURCE AND ERROR MANAGEMENT FOR FLIGHT TEST CREWS.

C.3 Clauses and Provisions Incorporated by Reference (August 2005)

3.1-1

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/>

C.4 Emergency Situations and Exercises during Contract Performance (September 2001)

CLA.4548

- (a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.
- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

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.3, 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.0180R

The contractor shall enter below the principal place of performance where required training will be conducted.

Type of Training

Location
(City and State)

Flight Test Pilot Initial Training

Mojave, California

Flight Test Pilot Recurrent Training

Mojave, California

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.

(c) In the event of conflict, such as equipment malfunction, weather, unavailability of FAA students training dates will be rescheduled to other mutually agreeable dates.

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

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 through November 30, 2006 or the base year and four 1-year option periods, or as extended by the exercise of any option included herein.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C.3, 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 Accounting and Appropriation Data

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

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 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.3 Invoicing Procedures - General (January 1997)

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 information 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; and (2) detailed invoice(s) for training provided, depicting student name(s).

(b) Payment to the contractor 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. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."

(c) Properly executed "Course Evaluations - Attachment 1," 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

Attachment 1 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 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.2 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.

I.3 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 one class, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of 10 classes;
- (2) Any order for a combination of items in excess of the estimated annual requirement; or
- (3) A series of orders from the same ordering office within 30 days that together call for

quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

I.4 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 dated required by order(s) placed within the ordering period.

I.5 Indefinite Quantity (July 1996)

3.2.4-20

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 August 31, 2011.

I.6 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.

I.7 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 five years.

I.8 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.

I.9 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.

I.10 Central Contractor Registration (October 2005)

3.3.1-33

(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.

**I.11 Payment by Electronic Funds Transfer—
Central Contractor Registration (October 2005)**

3.3.1-34

(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.

I.12 Protest After Award (August 1997)

3.9.1-2

(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.

I.13 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.

I.14 Risk and Indemnities (October 1994)

252.228-72

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.3, 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** (July 2004)
- 3.2.2.3-8** **Audit and Records** (July 2004)
- 3.2.2.3-33** **Order of Precedence** (July 2004)
- 3.2.2.3-37** **Notification of Ownership Changes** (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)
- 3.2.5-8** **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)
- 3.3.2-1** **FAA Cost Principles** (October 1996)
- 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)
- 3.6.2.-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)
- 3.6.4-13** **European Union Sanction for Services** (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)
- 3.10.1-11** **Government Delay of Work** (April 1996)

- 3.10.1-12 Changes--Fixed-Price Alternate I (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (January 2003)
- 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>Attachments</u>	<u>Title</u>	<u>Date</u>	<u>No. of Pages</u>
One (1)	End-of-Course Student Evaluation Form	N/A	5

COURSE EVALUATION

COURSE _____ DATE _____

Your reactions to this course are very important in planning and improving future programs. Please feel free to offer any additional comments that you think will be helpful in evaluating the program. Thank You.

CONTENT:

1. Which topics in this program were most valuable to you? Please explain.

2. Which topics were least valuable to you? Please explain.

3. Indicate the degree to which you feel the topics covered in this program helped achieve the course objectives.

_____ very much so _____ to some extent _____ not at all

PROCESS

1. Indicate the degree to which you feel the course was organized.
(Circle the appropriate description.)

Excellent Adequate Fair Poor

2. The course provided opportunities to practice new ideas and skills.
(Check, if applicable).

_____ Usually _____ Sometimes _____ Never

INSTRUCTOR #3:

Instructor's Name: _____

1. Rate the instructor on these criteria:

	Excellent	Good	Adequate	Fair	Poor
a. organization	()	()	()	()	()
b. knowledge	()	()	()	()	()
c. self-confidence	()	()	()	()	()
d. enthusiasm	()	()	()	()	()
e. flexibility	()	()	()	()	()

2. To what degree did the instructor create an atmosphere for learning?

_____very much so _____to some extent _____not at all

3. The instructor encourage participants to ask questions and express opinions.

_____always _____usually _____sometimes _____never

4. Give your overall rating of the instructor's effectiveness. (Circle the appropriate description.)

Excellent Good Adequate Fair Poor

Please jot down any further comments you wish to make about the course and/or the instructor.

PERSONAL DATA (OPTIONAL):

OFFICE: _____

JOB TITLE: _____

NAME: _____