

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No	RATING	PAGE 1			
2. CONTRACT NO. DTFAAC-11-D-00052	3. SOLICITATION NO. DTFAAC-11-R-02455	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	5. DATE ISSUED 15 MAR 11	6. REQUISITION/PURCHASE NO.. (FAA Internal Use Only)			
7. ISSUED BY: FAA, Aviation, Medical, & Training Division (AMQ-310) 6500 South MacArthur Boulevard, MPT Bldg, Rm 313 P.O. Box 25082 Oklahoma City, OK 73125		8. ADDRESS OFFER TO (If other than Block 7) FAA, MMAC Multi-Purpose Building Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169					
SOLICITATION: Delivery Order Contract for Lighter-Than-Air (LTA) Balloon Pilot Flight Training For Flight Standards Operations Inspectors and Aircraft Certification Pilots Employed By the FAA.							
9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in Room 313, Multi-Purpose Building until 3:00 pm local time 05 APR 11 (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:	A. NAME Andrew Hutchcraft, Andrew.hutchcraft@faa.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-4940					
11. TABLE OF CONTENTS							
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OFFER (must be fully completed by Offeror)							
12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS 5 %	20 CALENDAR DAYS - %	30 CALENDAR DAYS - %	CALENDAR DAYS - %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR Airborne Heat, LLC 5001 Crownpoint Ct, NW Albuquerque, NM 87120		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Elizabeth Wright-Smith Managing Member/ Chief Instructor			
15B. TELEPHONE NO. (Include area code) 505-604-2865		17. SIGNATURE Elizabeth Wright-Smith		18. OFFER DATE 04/01/2011			
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA			
22. RESERVED				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB, Rm 313 P.O. Box 25082 Oklahoma City, OK 73125				25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125			
26. NAME OF CONTRACTING OFFICER (Type or print) Steve Pickrel				27. UNITED STATES OF AMERICA		28. AWARD DATE 04-25-11	

PART 1- SECTION A – (cont'd)
SCREENING INFORMATION REQUEST

The Federal Aviation Administration (FAA) herewith solicits proposals through the use of this Screening Information Request (SIR) for the award of a contract to provide **Lighter-Than-Air (LTA) Balloon Pilot Flight Training For Flight Standards Operations Inspectors and Aircraft Certification Pilots Employed By the Federal Aviation Administration (FAA)**.

This SIR consists of the following Parts/Sections:

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

PART I - SECTION D - PACKAGING AND MARKING

PART I - SECTION E - INSPECTION AND ACCEPTANCE

PART I - SECTION F - DELIVERIES OR PERFORMANCE

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

PART II - SECTION I - CONTRACT CLAUSES

PART III - SECTION J - LIST OF ATTACHMENTS

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

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICE TO OFFERORS

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

In accordance with the requirements and specifications contained herein, provide **per student**, the training hours contained in the contractor's FAA approved training program or the minimum hours specified below, **whichever is greater**, in support of FAA Academy, AMA-260, requirements.

If the offeror's FAA approved training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA approved program.

The contractor shall provide training set forth in the Section C, Performance Work Statement (PWS), and in accordance with the terms, conditions, and provisions set forth herein.

CLIN TOTAL	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF ISSUE (Students)	UNIT PRICE
	09/15/2011 to			
	Base Year 09/14/2012			
0001	Balloon Add-on Commercial Pilot Initial Qualification Training (28085)		1 @	[REDACTED] [REDACTED]
	a. Ground School	20 Hrs		
	b. Flight Training	25 Hrs		
	(Conducted in accordance with Performance Work Statement, including Commercial Pilot Practical Test)			
0002	Balloon Commercial Pilot Recurrent Training (28999)		1 @	[REDACTED] [REDACTED]
	a. Ground School	6 Hrs		
	b. Flight Training	3 Hrs		
0003	Designated Pilot Examiner (To be used when qualified FAA Inspector is not available)		[REDACTED]	
0004	Supplementary Training Hours			
	a. Ground School - cost per hour		[REDACTED]	
	b. Flight - cost per hour		[REDACTED]	
	1st Option Year			
0005	Balloon Commercial Initial Pilot Qualification Training (28085)		1 @	[REDACTED] [REDACTED]
	a. Ground School	20 Hrs		
	b. Flight Training	22 Hrs		
	(Conducted in accordance with Performance Work Statement, including Commercial Pilot Practical Test)			
0006	Balloon Commercial Pilot Recurrent Training (28999)		1 @	[REDACTED] [REDACTED]
	a. Ground School	6 Hrs		
	b. Flight Training	3 Hrs		
0007	Designated Pilot Examiner		[REDACTED]	

(To be used when qualified FAA Inspector is not available)

- 008 Supplementary Training Hours
 - a. Ground School - cost per hour
 - b. Flight - cost per hour



2nd Option Year

- 009 Balloon Commercial Initial Pilot Qualification Training (28085)
 - a. Ground School 20 Hrs
 - b. Flight Training 22 Hrs

(Conducted in accordance with Performance Work Statement, including Commercial Pilot Practical Test)

1 @ [Redacted]

- 0010 Balloon Commercial Pilot Recurrent Training (28999)
 - a. Ground School 6 Hrs
 - 0011 b. Flight Training 3 Hrs

1 @ [Redacted]

Designated Pilot Examiner
(To be used when qualified FAA Inspector is not available)



- Supplementary Training Hours
 - a. Ground School - cost per hour
 - b. Flight - cost per hour



- 0012 Economic Price Adjustment for Fuel in accordance with Clause I.1, Economic Price Adjustment - Fuel

Note: All quantities of courses are estimates. The government has the right to increase or decrease the number of courses required at any time. It is not known how many courses may be needed per year but below is an overall estimate for the entire contract.

BASE PLUS TWO OPTION YEARS Total Price \$28,155

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PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**PERFORMANCE WORK STATEMENT****A. PROJECT/TITLE**

Lighter-Than-Air (LTA) Balloon Pilot Flight Training For Flight Standards Operations Inspectors and Aircraft Certification Pilots Employed By the Federal Aviation Administration (FAA).

B. BACKGROUND

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

C. SCOPE

The contractor is to provide additional category ground and flight training to fixed-wing commercial pilot or ATP rated FAA inspectors in order that they may obtain a LTA Balloon rating on their pilot certificate. Additionally, the contractor will provide recurrent training for balloon rated inspectors. The recurrent training must include a flight review in accordance with 14 CFR 61.56. All training is to be conducted to commercial pilot standards in Lighter Than Air Balloons. Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500 or Aircraft Certification Service – Planning and Program Division AIR-500. The courses covered under this contract will meet the requirements for FAA formal flight training. FAA formal flight training consists of training courses with agency level course numbers that will be officially recorded in the employee's personnel records.

D. DEFINITIONS

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

1. **Flight Time:** Pilot Time that commences when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing.
2. **Training Program:** The contractor's 14 CFR part 141 approved training course for commercial balloon pilot add-on rating. **The contractor must provide documentation of their training program by submitting a signed list of approved courses from the Principal Operations Inspector who approved their 14 CFR part 141 training course outlines.**

E. APPLICABLE DOCUMENTS

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

Practical Test Standards available at:

http://www.faa.gov/training_testing/testing/airmen/test_standards/

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

Flight training for inspectors is required by FAA order 4040.9, appendix 11 paragraphs 403 and 421.

FAA form 4040-2 with instructions. A copy of this form is attached.

Certificate of Training and Course Evaluation (Appendix A). A copy of this form is attached.

F. GENERAL REQUIREMENTS

1. GENERAL

(a) If the contractor's training program contains less than the minimum required hours of Part I, Schedule B, of this solicitation, the contractor is required to supplement their program with additional ground school and/or flight training, as appropriate, to achieve the minimum required hours. Such additional training must be directly related to the successful completion of the balloon rating or flight review. If the contractor submits an FAA approved 14 CFR part 141 training program and it contains more hours than the minimum stated in Part 1, Schedule B, then the contractor must submit the training hours in their approved training program.

(b) It is expected that additional supplementary training may be required for some inspectors/pilots. Supplementary training must be approved in advance on a case-by-case basis by the Contracting Officer.

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

(d) FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the inspector/pilot, an inspector/pilot may be assigned to training with short notice. If the contractor's training 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 inspector's/pilot's arrival. Such ground instruction must either be classroom or computer based training.

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

2. QUALIFICATIONS

(a) INITIAL PILOT QUALIFICATION:

The contractor must provide the aircraft and training necessary to enable the FAA inspector/pilot to pass the practical test for an additional balloon rating on his or her pilot certificate without any limitations, in accordance with applicable (14 CFR) Part 61 requirements, the contractor's training program, and the terms and conditions of the resulting contract/task order. The instruction for the balloon commercial pilot qualification training is to be conducted in accordance with the contractor's 14 CFR Part 141, Appendix I (Additional Aircraft Category or Class Rating Course) approved training program. The training must be conducted in a hot air balloon with an airborne heater and consist of at least the following:

- (1) 20 hours of ground school; and
- (2) 25 hours of flight training (dual flight instruction from a commercial pilot with a balloon rating) that includes at least 8 training flights on the areas of operations of 14 CFR Part 141, Appendix D, paragraph 4.(d)(8), and includes at least-
 - a. 2 flights of 30 minutes each;
 - b. 1 flight involving a controlled ascent to at least 3000' above the launch site; and
 - c. 2 flights in preparation for the practical test within 60 days prior to the practical test.

Types of training must include the following categories:

1. Initial balloon pilot qualification ground school, and
2. Initial balloon pilot qualification flight training including a complete practical test.

(b) RECURRENT PILOT QUALIFICATION:

The contractor must provide the aircraft and training necessary to enable the FAA inspector/pilot to pass a pilot flight review in a balloon, in accordance with 14 CFR Part 61.56, the contractor's approved training program, and the terms and conditions of the resulting contract/task order.

Types of training must include the following categories:

1. Recurrent balloon pilot ground school and
2. Recurrent balloon pilot flight training including a 14 CFR part 61.56 flight review.

(c) SUPPLEMENTARY TRAINING HOURS:

The Contracting Officer may authorize hours in addition to those specified under Initial or Recurrent Pilot Qualification training when required by the individual inspector/pilot to successfully complete the practical test or flight review as appropriate. These hours must be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Schedule B. **In the event that any inspector/pilot passes the practical test in less time than the hours indicated in Schedule B, or partially completes training, the contractor will be paid the rate stated, less a pro rata credit for the unused time at the supplementary rate.**

3. TRAINING REQUIREMENTS

- (a) All instruction must comply with the contractor's submitted training program.
- (b) Flight training must begin within one working day after completion of ground school, if applicable. Flight training may be integrated with ground school training if it is a part of the contractor's program.
- (c) Ground school instruction must be presented in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements must be met:
 - (1) Inspectors/pilots must receive a thorough briefing on the operation and use of the CBI equipment.
 - (2) At least one instructor must be present or readily accessible by electronic means to resolve any problems or questions that the inspector/pilot may have regarding the material presented in the CBI program.

(3) All material presented by CBI must be reviewed and reinforced by a balloon-rated instructor in classroom discussion or one-on-one with the inspector/pilot.

(d) Upon scheduling an FAA inspector/pilot for initial pilot qualification training the contractor must contact their FAA certificate holding office or nearest Flight Standards District Office in order to arrange for the applicable test(s) to be given by an FAA inspector qualified in balloons. The contractor must make the aircraft and appropriate personnel available for the purpose of administering the check(s) required. If the contractor's FAA certificate holding office is unable to provide a qualified inspector for the required test(s), the contractor must immediately notify the Contracting Officer's Technical Representative (COTR).

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

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

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

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

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

- (1) Sufficient chalk, dry erase or electronic boards for effective teaching must be provided.
- (2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the submitted training program must be accurate and appropriate to the course for which they are used.
- (3) The classroom must be well-lighted.
- (4) Inspectors/pilots must be seated at suitable tables which provide sufficient space for writing and accomplishing assigned tasks.
- (5) The classroom must be kept clean.
- (6) Sanitary restroom facilities must be available near the classroom.
- (7) The classroom facilities must be adequately ventilated, heated in winter, and cooled in summer.
- (8) Ambient noise must be below the distraction point. The instructor's voice level must be easily heard from any position in the classroom.
- (9) The contractor must comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training.
- (10) Local environmental distractions adversely affecting student learning must be eliminated.
- (11) The contractor must maintain sufficient aircraft inventory for use in the training course to ensure availability of back-up balloons when maintenance is necessary. All aircraft must be airworthy and certificated by the FAA.
- (12) A copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course must be provided each inspector/pilot on the first training day of each course.
- (13) A copy of the balloon operating limitations must be provided each inspector/pilot on the first training day of each training course for the subject aircraft and will be retained by the inspector/pilot.
- (14) The contractor must use only instructors authorized under their submitted training program to instruct under this contract. All instructors used in flight training under this contract must be authorized by the contractor to conduct all maneuvers and procedures required.

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

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

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

G. PERFORMANCE REQUIREMENTS FOR FLIGHT TRAINING COURSES

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

- Evidence of a training program as described in section D (2) of this PWS.
- Proof of the ownership or lease of the aircraft to be used in training.
- A description of the training aids and facilities in sufficient detail to determine compliance with the requirements of section F (3) (i) (1) through (11) of this PWS.
- Proposed ground and flight training hours in compliance with section F (1) (a) of this PWS and Schedule B.
- Proposed number of training days expected to be required to complete all training and testing for each course.

2. Deliverables

The contractor must:

- Provide training as specified in their submitted training program.
- Provide the hours of training proposed in Schedule B.
- Commence training upon the inspector/pilot's arrival at the contractor's facility on the date and time agreed upon.
- Provide each inspector/pilot with operating limitations or substitute in compliance with section F (3) (l) (13) of this PWS.
- Provide a copy of the syllabus, training schedule and description of all maneuvers and procedures to be conducted in the training course to each inspector/pilot on the first training day of each training course in compliance with section F (3) (i) (12) of this PWS.
- Complete the training within the proposed number of training days barring unforeseen circumstances beyond the control of the contractor.
- Provide the COTR with a completed certificate of training signed by both the inspector/pilot and the contractor's instructor and the course evaluation (Appendix A) within 5 calendar days of the completion of the training.

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PART I - SECTION D - PACKAGING AND MARKING

N/A

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PART I – SECTION E – INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 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://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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

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PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

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

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

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

F.3 PRINCIPAL PLACE OF TRAINING (JAN 1997)

CLA.0180

The contractor shall enter below the principal place of performance where classroom training will be conducted. In the event simulator training is conducted at a location other than where the classroom 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</u> (City and State)
Ground School	<u>Albuquerque, NM</u>
Flight Training	<u>Albuquerque, NM</u>

F.4 TRAINING SCHEDULE (OCT 2006)

CLA.0241

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

(b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

F.5 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.

3.1-1 Clauses and Provisions Incorporated by Reference (December 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://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (February 2009)

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

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PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.3 ADDITIONAL INVOICING PROCEDURES WITH FUEL ECONOMIC PRICE ADJUSTMENT (JUL 1997)

(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 be paid upon the submission of the following information as part of his/her 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) Invoice(s) for training provided, depicting student's name; and (3) in the event fuel adjustments are applicable, substantiating data required by the clause herein entitled "Economic Price Adjustment - Fuel."

(b) Payment to the contractor hereunder shall be limited to, and computed upon the applicable hourly rates set out in the 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 "Certificate of Training - Appendix A," invoice(s), and fuel economic price adjustment substantiating data (if appropriate) 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, fuel economic price adjustment substantiating data (if applicable), and one copy of invoice(s) to:

FAA, Contracts Administration Section (AMA-262)
P.O. Box 25082
Oklahoma City, OK 73125

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."

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

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

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

3.1-1 Clauses and Provisions Incorporated by Reference (December 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://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

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PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY,
OR DEATH OF FAA STUDENTS (JAN 1997) CLA.0148**

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

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

**H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998) CLA.4540**

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

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

H.3 Notice of Contractor Testimony (September 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused

by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.1.9-1 Electronic Commerce and Signature (July 2007)

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

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

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and by facsimile.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the Contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

3.8.2-17 Key Personnel and Facilities (July 1996)

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

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

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Airborne Heat LLC
Albuquerque, NM

Elizabeth Wright-Smith
and all instructors
complying with 14CFR
141.79cd) (i)

[List key personnel and/or facilities]

PART II - SECTION I - CONTRACT CLAUSES**I.1 ECONOMIC PRICE ADJUSTMENT - HOURLY CL.A.1025
FLIGHT TRAINING RATE (JAN 1997)**

During the term of this contract, including any option years, the contractor shall be reimbursed or shall give credit to the Government for any increase or decrease in the actual price paid for the rental/lease of the aircraft in accordance with the paragraphs below.

(a) The contractor warrants that prices for flight training as stated in Part I, Section B, are at actual cost (as reflected in an aircraft rental/lease agreement), and do not include any amount for general and administrative costs, overhead or profit.

(b) The contractor further warrants that other prices in this contract do not include any allowance or contingency to cover increased costs for which adjustment is provided under this clause.

(c) Any such adjustment will be limited to aircraft rental/lease costs; it shall not include any additional amount for general and administrative costs, overhead, or profit. Examples of individual cost considerations that are customarily included in industry aircraft rental/lease agreements are:

- (1) value of the aircraft
- (2) fuel
- (3) maintenance (depending on age and condition of aircraft)
- (4) insurance
- (5) overnight charges, if applicable
- (6) costs of crew members of the lessors aircraft, if applicable.
- (7) other customary fees and charges as applicable, i.e. landing fees.

(d) Adjustments claimed for an increase in the aircraft rental/lease cost must have prior approval from the contracting officer (CO). Requests for adjustments shall be forwarded to the CO as soon as possible after the contractor receives notice of any increase. Requests must be accompanied by supporting documentation, i.e., current rental/lease receipts or agreements and new rental/lease receipts or agreements. Subsequent invoices should be documented with the CO's name and date approved.

(e) Decreases do not require prior approval; however, the CO shall be notified at the earliest possible date. Any adjustment, either increase or decrease, that involves a change in the location of the flight training requires immediate notification and approval by the CO.

(f) In order to minimize the administrative burden on both the Government and the contractor, claims for adjustments of less than \$100 shall not be considered for approval under this provision. This \$100 refers to the aggregate or total adjustment per pilot/inspector (or per class if contractor requires it) billing for flight training.

(g) Each adjustment is considered a separate action. The CO's approval on one action must not be interpreted to be a blanket approval for other actions.

(h) The contractor shall include with the final invoice a certification that the contractor (1) has not experienced a decrease in the aircraft rental/lease rate, or (2) has adjusted appropriate invoices to show such decreases in the aircraft rental/lease rate.

(i) The CO or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor.

(j) The contractor shall not obtain aircraft required in the performance of flight training hereunder from any parent firm, subsidiary firm, or contractor-owned subsidiary firm wherein the contractor, its officers and/or directors, own 10 percent or more of the corporate stock or interest therein, without first obtaining approval of the CO.

2**AVAILABILITY OF AIRCRAFT/SIMULATOR (NOVEMBER 2006) CL.A.1029**

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement

aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

- (1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and
- (2) the responses to inquiries made by the contractor.

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

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

- (1) continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft rental/lease, flight instructor, etc.).
- (2) terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

1.3 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JANUARY 1997) CLA.1035

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

1.4 ECONOMIC PRICE ADJUSTMENT - FUEL (JAN 1997) CLA.3009

(a) The contractor shall be reimbursed or shall give credit to the Government for any increase or decrease by the actual price paid for fuel, which varies more than plus or minus five percent from the price per gallon specified below. The base price and actual price(s) paid per gallon of fuel used in the performance of this contract shall be substantiated by contractor's fuel supplier invoice(s) or other documentation that will support the fuel price. The amount of the adjustment will be computed on the basis of the number of gallons per hour (gph) shown in (b)(2) below multiplied by the number of hours used in the training.

(b) The following information which, shall be used for both increases and decreases, shall be provided at the time offers are submitted and when negotiations are completed, if applicable:

- (1) In-plane Price per Gallon of Fuel \$ [REDACTED]
- (2) Number of gph utilized in training [REDACTED]

(c) At the time of invoicing for the training, the following substantiating data along with the contractor's fuel price documentation shall be submitted to the addresses shown in the clause entitled "Additional Invoicing Procedures With Fuel Economic Price Adjustment:" contract number, delivery order number, aircraft model, name(s) of the FAA pilots/inspectors trained, date(s) trained, in-plane fuel cost per gallon, and the actual gallons of fuel used.

(d) The contractor shall include with the final invoice a certification that the contractor (1) has not experienced a decrease in the In-Plane Fuel Cost Per Gallon, or (2) has adjusted appropriate invoices to show such decreases in the In-Plane Fuel Cost Per Gallon.

5

LOSS OR DAMAGE (JAN 1997)

CLA.3201

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

I.6 RISK AND INDEMNITIES (DECEMBER 1997)

1252.228-72

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

1-1

Clauses and Provisions Incorporated by reference (December 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://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.7-4 Organizational Conflict of Interest (February 2009)
- 3.2.2.3-33 Order of Precedence (February 2009)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.4-4 Fixed-Price Contracts with Economic Price Adjustment-Labor and Material (April 1996)
- 3.2.4-34 Option to Extend Services (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 2010)
- 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)
- 3.3.1-8 Extras (April 1996)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (September 2009)
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
- 3.3.2-1 FAA Cost Principles (October 1996)

- 4.1-13 **Errors and Omissions** (July 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)
- 3.5-1 **Authorization and Consent** (January 2009)
- 3.5-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
- 3.5-13 **Rights in Data - General** (January 2009)
- 3.6.1-15 **Post-Award Small Business Program Rerepresentation** (January 2010)
- 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** (April 2007)
- 3.6.2-13 **Affirmative Action for Workers With Disabilities** (October 2010)
- 3.6.2-16 **Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-39 **Trafficking in Persons** (January 2008)
- 3.6.3-13 **Recycle Content and Environmentally Preferable Products** (April 2009)
- 3.6.3-16 **Drug Free Workplace** (February 2009)
- 3.6.4-10 **Restrictions on Certain Foreign Purchases** (January 2010)
- 3.8.2-11 **Continuity of Services** (October 2008)
- 3.8.2-19 **Prohibition on Advertising** (October 1996)
- 3.9.1-1 **Contract Disputes** (September 2009)
- 3.9.1-2 **Protest After Award** (August 1997)
- 3.10.1-7 **Bankruptcy** (April 1996)
- 3.10.1-12 **Changes - Fixed-Price** (April 1996)
- 3.10.1-12 **Alternate III Changes - Fixed-Price Alternate III** (April 1996)
- 3.10.1-25 **Novation and Change-Of-Name Agreements** (October 2007)
- 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)
- 3.13-3 **Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5 **Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-11 **Plain Language** (July 2006)
- 3.13-13 **Reducing Text Messaging While Driving** (April 2010)

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

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

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

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

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

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

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

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

Elizabeth Wright Smith
 Authorized Representative
Airborne Heat
 Company Name
4/1/11
 Date

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

through period of performance

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders 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 one class, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ten classes.

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

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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.

3.2.4-35 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 60 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 42 months.

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 period of performance. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

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

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

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

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

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

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in

he offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (Industry).

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

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

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

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

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

(A) change the name in the CCR database;

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

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

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

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

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

3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)

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

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

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

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

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

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

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

3.13-1 Approval of Contract (April 1996)

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

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Appendix A	(Remainder of this page left blank)		3

CERTIFICATE OF TRAINING - APPENDIX A

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

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

48713

FAA ACADEMY
End-of-Course Evaluation



Course:

Class:

Training Org: **260**

Shade circles like this: ●

Not like this: ⊗



Do not write outside boxes.

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

Please rate the course on the following factors:

	Highly Satisfactory	Satisfactory	Somewhat Satisfactory	Slightly Satisfactory	Not At All Satisfactory	N/A
Length of course.....	<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.

48713

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

Suggestion

Complaint

Compliment

Other

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