

2. AMENDMENT/MODIFICATION NO 0003	3. EFFECTIVE DATE 09/24/2004	4. REQUISITION/PURCHASE REQ NO. 0400314	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
FAA, MIKE MONRONEY AERONAUTICAL CENTER Aviation, Medical, & Training Team AMQ-310 P O BOX 25082 OKLAHOMA CITY OK 73125-4929			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO DTFA-AC-04-R-00014
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 08/26/2004
		10A. MODIFICATION OF CONTRACT/ORDER
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
	E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is issued to amend Sections L and M of the solicitation.

- Provision L.2, L.4, and M.1 are revised to remove references to the requirement for a training outline and course syllabus.
- All others terms and conditions of the solicitation remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY:	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

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

3.2.2.3-11 Unnecessarily Elaborate Submittals (April 1996)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this Screening Information Request (SIR) are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (April 1996)

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

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a requirements type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

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

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

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

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

(End of provision)

L.1 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.2 QUALIFICATION CRITERIA (JAN 1997)**CLA.0253**

To be considered qualified and responsive, each offeror shall submit a copy of each instructor's resume.

L.3 TECHNICAL PROPOSAL (JAN 1997)**CLA.0264r**

(a) Offerors must, in addition to the price proposal, submit a technical proposal in sufficient detail to demonstrate their complete understanding of the Performance Work Statement, Part I, Section C, Paragraph C.5.2 Training Outcomes, Paragraph C.5.3 Additional Requirements, and the availability of experienced management and technical personnel necessary to perform the services described in the solicitation. Technical proposals will be evaluated in accordance with the criteria set forth in Part IV, Section M, Paragraph M.1, Evaluation Factors. Therefore, your proposal must contain information regarding technical capability, technical experience, training course experience, personnel capability, and technical management capability, in addition to any other information you deem necessary to demonstrate your abilities.

(b) Technical proposals shall be in narrative form (two copies) and should be typewritten on bond paper measuring 8-1/2 x 11 inches. Sheets may be printed on both sides; foldouts should not exceed 18 inches. Technical proposals shall be organized by section, and appropriately tabbed or identified as follows:

(1) Training curriculum demonstrating in detail how the offeror will accomplish the work specified in the Statement of Work; i.e., depth of the course of instruction and any other information deemed pertinent to enable the Government to make a determination.

(2) Tentative dates available for conducting the training within the time frame specified in Part I, Section F, Paragraph F.2, Training Schedule.

(3) For each instructor, the offeror shall furnish complete and detailed information in the form of a resume including the background; education; training; experience and special qualifications including previous work in related areas and similar projects; and performance references.

(4) Experience and previous work by the contractor in related areas: any pertinent or special qualifications, including experience in similar projects.

(5) The offeror shall describe his organization and management policies to accomplish the contract requirements. Functional policies, techniques, and procedures applicable to the management of the contract effort shall be provided.

(6) The offeror shall show evidence of availability and advise the type of aircraft and/or simulator intended to be used in the performance of this contract.

(c) Offeror's comments such as "will comply" will not constitute an acceptable response. Statements to the effect that the prospective offeror understands, can or will comply with the specifications in whole or in part, phrases such as "standard procedures will be used" or "well known techniques will be utilized" will not constitute compliance with these requirements concerning the content of the technical proposal.

L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997) CLA.1045

(a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals that are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) In addition to the technical information requested above, offerors must provide the following additional information.

(1) Provide your projected training schedule and dates when contract training can be performed;

(2) Provide a brief description of your experience in conducting similar or identical training on subject type aircraft;

- (3) If simulator training is required as a part of your proposal, provide evidence of having an FAA-approved simulator, or proof of access to an FAA-approved simulator, which will enable adequate contract performance;
- (4) If the proposal includes lease of an aircraft or a simulator, provide a copy of the lease/rental agreement and documentation showing evidence that lease/rental price is the most advantageous to the Government;
- (5) Describe the availability of facilities, classes, instructors, equipment, etc., to meet the requirements of the solicitation.

L.5 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.6 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request.

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

- 3.2.2.3-1 False Statements in Offers (January 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (January 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (October 1996)
- 3.2.2.3-16 Restriction on Disclosure and Use of Data (April 1996)
- 3.2.2.3-17 Preparation of Offers (October 1996)
- 3.2.2.3-18 Explanation to Prospective Offerors (April 1996)
- 3.2.2.3-19 Contract Award (April 1996)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

**PART IV - SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION OF PROPOSALS (JAN 1997)

CLA.0276

(a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L, Paragraph L.4, Technical Proposal.

(b) The following information in the technical proposal will be evaluated for acceptability:

- (1) Availability of classes to meet FAA training needs as determined by review of the tentative training dates submitted with the proposal.
- (2) Experience of the instructor(s) based on their resume.
- (3) Experience of the company in offering similar or identical training. Each offeror shall provide sufficient evidence when requested by the designated training coordinator, such as copies of actual documents developed or manuals describing systems developed.
- (5) Functional policies, techniques, and procedures applicable to the management of the contract effort.

(c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), (b)(3), (b)(4), (b)(5) and (b)(6). Failure to do so may result in your proposal being eliminated from further consideration.

(d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.

(e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.

(f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal which is most advantageous to the Government. Award will be made to the lowest-priced offeror, which meets all technical requirements.

M.2 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.