

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFO <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE	PAGE 1 OF 2 PAGES
1. REQUEST NO. DTFAAC-04-Q-00022	2. DATE ISSUED 08/11/2004	3. REQUISITION/PURCHASE REQUEST NO. AC-04-00585	
4a. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		5. DELIVERY BY (Date) 09/30/2004	
4b. FOR INFORMATION CALL: (No collect calls)		6. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Brenda Scarberry		7. TO: a. NAME b. COMPANY	
AREA CODE 405		TELEPHONE NUMBER 954-7844	
c. STREET ADDRESS		a. NAME OF CONSIGNEE A6973K9M	
d. CITY		b. STREET ADDRESS 6973K9 FAA AERO CENTER AMA-260 CONTRACTS & PROG ADM BR, ANF1, RM204 PO BOX 25082 OKLAHOMA CITY OK 731250082	
e. STATE		c. CITY OKLAHOMA CITY	
f. ZIP CODE		d. STATE OK	
g. ZIP CODE 731250082		e. ZIP CODE 731250082	
9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/31/2004 1500 CT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 4a. This request does not commit the Contract Authority to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.	

10. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	<p>Reuest for Offer for: Grumman G-73T Mallard, Course (28207).</p> <p>PR AC-04-00585, AMA-260, X4-3024/Kelley</p> <p>THE DATES FOR THE FOLLOWING TRAINING SHALL BE COORDINATED BETWEEN THE CONTACTOR AND THE FAA ACADEMY TRAINING COORDINATOR.</p> <p>Mark For: Lee Kelley AMA-260</p> <p>Grumman G73T Mallard Initial Pilot Qualification Training Course (28207) in accordance with the attached Performance Work Statement (PWS) and clauses.</p> <p>a. Ground School, 24 hrs - \$_____</p> <p>Continued ...</p>				

11. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

12. NAME AND ADDRESS OF QUOTER		13. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	14. DATE OF QUOTATION	
a. NAME OF QUOTER	b. STREET ADDRESS			
c. COUNTY		16. SIGNER		
d. CITY		a. NAME (Type or print)	b. TELEPHONE	
e. STATE	f. ZIP CODE		AREA CODE	
		c. TITLE (Type or print)	NUMBER	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-04-Q-00022

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
002	b. Flight, 10 hrs - \$ _____ (including FAA practical test) ISO9000: N  Supplementary Training Hours in accordance with the attached Performance Work Statement (PWS) and clauses. a. Ground School, cost per hr - \$ _____ b. Flight, cost per hour - \$ _____ (Including Instructor) ISO9000: N	0.00	EA		

## DESCRIPTION/SPECS/WORK STATEMENT

### GENERAL

(a) Provide the services, as referenced below, in accordance the Performance Work Statement (PWS), for the Grumman G-73T Mallard Pilot Qualification Training Course (28207).

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

### PERFORMANCE WORK STATEMENT – GRUMMAN G-73T MALLARD COURSE

The contractor is to provide Grumman G-73T Mallard Pilot Qualification Training Course (28207) for one FAA inspector/pilot. The training hours specified in the price schedule are minimums. If the contractor's FAA approved training program contains less time than the specified hours, the contractor shall supplement their approved program with additional ground school/simulator/flight training as necessary to meet the solicitation requirements. The contractor may, within the limits of their approved program, delete company specific training such as employee/customer relations, filling out company forms, or other items not related to the completion of the FAA type rating or proficiency check and substitute additional solicitation required training. If the contractor's approved training program contains more time than specified in the solicitation, then the contractor must bid the training hours contained in their approved program.

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

**Training of FAA pilot/inspector is not to be conducted between the hours of midnight and 6:00 a.m., including simulator/flight pre and post briefings.** A maximum of four hours simulator/flight instruction per day or eight hours of ground school per day per inspector class is permitted. To maintain continuity between simulator/flight training sessions, the contractor is requested to minimize the switching of simulator/flight instructors between sessions.

The FAA normally tries to enroll two pilots/inspectors per class when simulator training is conducted. This allows concurrent training at the captain and first officer positions during simulator/training device periods. However, when this is not possible, the contractor may pair the FAA student with a single commercial customer if one is available. It should be noted that the minimum required simulator, training device and aircraft times are per pilot/inspector in the captain's (left) seat. For example, during recurrent training, a requirement of 6 hours simulator time per pilot/inspector would mean a total of 12 hours of simulator required for a two pilot/inspector class. When the FAA enrolls one pilot/inspector per class, and no stick partner is available, it is expected that additional supplementary training may be required since the student would not be

benefiting from the additional time at the first officer's position. Supplementary training must be approved in advance on a case-by-case basis by the Contracting Officer.

FAA personnel do not ordinarily operate the aircraft in which they are rated on a regular basis. Therefore, it is necessary that they receive the most complete review possible when attending recurrent training. If the contractor's approved program allows for a partial review of systems and procedures during successive recurrent training periods, it is required that the contractor supplements their approved program to achieve a complete review for FAA pilot/inspectors during each recurrent course.

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

## DEFINITIONS (FEB 1997)

CLA.1103

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

(a) Flight Time: Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).

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

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

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

(e) Initial Pilot Qualification: The contractor shall provide the aircraft and/or simulator, and training necessary to enable the FAA pilot/inspector to pass the practical test to Airline Transport Pilot (ATP) standards for a type rating on subject airplane, in

accordance with applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

(1) Initial pilot qualification ground school.

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

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

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

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

(1) Recurrent aircraft systems ground school.

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

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

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

(1) Initial pilot/flight engineer qualification ground school.

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

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

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

(h) Recurrent Pilot/Flight Engineer Qualification: The contractor shall provide the ground school, simulator and/or aircraft training necessary to enable the FAA pilot/inspector to pass both Pilot in Command and Flight Engineer, if applicable, proficiency checks to ATP standards in accordance with the applicable FAR

requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

- (1) Recurrent aircraft systems ground school.
- (2) Recurrent pilot/flight engineer simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).
- (3) Recurrent pilot/flight engineer flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

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

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

- (1) Aircraft systems ground school.
- (2) Training device
- (3) Simulator
- (4) Flight training.

## **GENERAL TRAINING REQUIREMENTS (FEB 1997)**

**CLA.1258**

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

(b) Simulator training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or simulator training, if applicable. The flight training shall be scheduled so as to accomplish not less than 1.5 hours and not more than 3.0 hours per inspector per training day. Flight/Simulator training may be integrated with ground school training if it is a part of the contractor's program. All training periods, including briefing and debriefing periods, must be completed no later than midnight and no training, including pre-flight briefing, shall begin before 6 a.m. In unusual circumstances, such as equipment malfunction, weather, etc., exceptions to the training hours may be made if it is for differences, recurrent, or supplemental training and is specifically approved by the FAA Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The classroom shall be well lighted.

- (4) Pilots/inspectors shall be seated at suitable tables that provide sufficient space for writing and accomplishing assigned tasks.
- (5) The classroom shall be kept clean.
- (6) Sanitary rest-room facilities shall be available within convenient distance of the classroom.
- (7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.
- (8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.
- (9) Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of American Standards Institute in conducting contract training.
- (10) Local environmental distractions adversely affecting student learning shall be eliminated.
- (11) A copy of the Aircraft Flight Manual shall be provided each FAA pilot/inspector upon first enrollment in a training course for this type aircraft and shall be retained by the FAA inspector. A "Flight Training Manual" utilized in the contractor's training program that is at least equal in content and quality to the Aircraft Flight Manual will be an acceptable substitute. Revisions to the manual shall be provided each FAA inspector on subsequent assignment to recurrent training. Such manuals and revisions shall be included within the prices set forth in Part I, Section B, Supplies and Services and Prices/Costs.
- (12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.
- (13) A FAA-approved simulator of the type specified in Part I, Section B, if applicable.
- (14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal or provisional category by the FAA.
- (15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.
- (16) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.
  - (l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall a FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.
  - (m) The contractor shall provide all fuel, oil, landing fees, storage, and tie down service. The contractor shall pay for all these items and for any others related to operation and utilization of each aircraft provided by the contractor for training hereunder; reimbursement for which shall be deemed included in the contract price.

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

### INSPECTION AND ACCEPTANCE

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

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

### DELIVERIES OR PERFORMANCE

**PRINCIPAL PLACE OF TRAINING (JAN 1997)**

**CLA.0180**

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

Type of Training	Location (City and State)
Ground School	_____
Flight Training	_____

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (SEP. 2002)**

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

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

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)  
 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)  
 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

**CONTRACT ADMINISTRATION DATA****INVOICING PROCEDURES – PILOT TRAINING (MAR 2003)****CLA.2912**

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

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

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

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

Original Invoice(s) to:      FAA, Financial Operations Division (AMZ-100)  
    P.O. Box 25710  
    Oklahoma City, OK 73125-4913  
    405-954-4716

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

**SPECIAL CONTRACT REQUIREMENTS****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 a FAA student shall be as follows:

(a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.

(b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.

(c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.

(d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

## **REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)**

**CLA.4531**

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

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

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

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

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**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.

**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.

**3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)**

(a) All contract disputes arising under or related to this contract 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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

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

- (c) Contract disputes are to be in writing and shall contain:
- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
  - (2) The contract number and the name of the Contracting Officer;
  - (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
  - (4) All information establishing that the contract dispute was timely filed;
  - (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
  - (6) The signature of a duly authorized representative of the initiating party.
- (d) Contract disputes shall be filed at the following address:
- (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.
- (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

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

### **3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)**

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

(1) Cancel the stop-work order; or

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

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

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

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

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

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow

reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

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

### **3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)**

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

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

### **1252.228-72 RISK AND INDEMNITIES (OCT 1994)**

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

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

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
3.2.2.3-33	ORDER OF PRECEDENCE (JANUARY 1999)
3.2.2.3-12	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)

3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
3.2.2.3	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.2.5-11	DRUG FREE WORKPLACE (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-9	INTEREST (APRIL 1996)
3.3.1-15	ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17	PROMPT PAYMENT (JANUARY 2003)
3.2.2.3	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT ) JUNE 2001)
3.2.2.3	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
3.2.2.4	FEDERAL, STATE, AND LOCAL TAXES--FIXED-PRICE, NONCOMPETITIVE CONTRACT (APRIL 1996)
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
3.6.2-2	CONVICT LABOR (APRIL 1996)
3.6.2-9	EQUAL OPPORTUNITY (AUGUST 1998)
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998)3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JANUARY 1998)
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY 1998)3.10.1-7 BANKRUPTCY (APRIL 1996)
3.10.1-12	CHANGES--FIXED-PRICE (APRIL 1996) ALTERNATE I (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)

### LIST OF ATTACHMENTS

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

## REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

### FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone/ Number of Firm: \_\_\_\_\_ Facsimile Number of Firm: \_\_\_\_\_
4. (a) Name of Person Making Declaration: \_\_\_\_\_ (b) Telephone \_\_\_\_\_  
(c) Position Held In The Company: \_\_\_\_\_
5. Controlling Interest In Company (  All Appropriate Boxes)  
 Black American       Hispanic American       Native American       Asian American  
 Female-Non Minority       Male-Non Minority       Female       Male  
 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?       Yes       No  
 If No, provide the name/telephone # of the person who has this authority: \_\_\_\_\_
7. Nature of Business—Specify major services/products. \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees: \_\_\_\_\_
9. Type of Ownership:       Sole Ownership       Partnership       Other/Explain Below:  
 \_\_\_\_\_
10. Gross receipts of the firm for the last three years:      Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_  
 Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_ Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_
11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN):  
 \_\_\_\_\_

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

#### SIC CODE AND SMALL BUSINESS SIZE STANDARD. (JAN 1991)

The standard industrial classification (SIC) code for this acquisition is 8299. The small business size standard is \$18.5 million.

12. Is the firm a small business?      Yes \_\_\_\_\_      No \_\_\_\_\_

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) \_\_\_\_\_ ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION**  
**(MAR 1999)      CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**3.2.2.3-15      AUTHORIZED NEGOTIATORS (APRIL 1996)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

<u>NAME:</u>	<u>TITLE:</u>	<u>TELEPHONE NO:</u>
_____	_____	_____
_____	_____	_____

**3.2.2.3-23      PLACE OF PERFORMANCE (APRIL 1996)**

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR), [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror
_____	_____
_____	_____
_____	_____

**3.2.2.3-12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—  
(i) The Offeror and/or any of its Principals—  
(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later

determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)**

The offeror represents that—

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)

## **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **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.

### 3.9.1-3 PROTEST (AUGUST 1999)

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, 400 7th Street, S.W., Room 8332, Washington, DC 20590, Telephone: (202) 366-6400, Facsimile: (202) 366-7400; 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>.

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

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APRIL 1996)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (APRIL 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)

**CERTIFICATE OF TRAINING - APPENDIX A**

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

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

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

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

CONTRACTOR: \_\_\_\_\_ CONTRACT NO.: DTFA-02-\_\_\_\_\_

COURSE: \_\_\_\_\_ DELIVERY ORDER NO.: DTFA-02-\_\_\_\_\_

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

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

COMPLETION STATUS (circle one):    PASS      FAIL      WITHDRAW      INCOMPLETE

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

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

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

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

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

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



**FAA ACADEMY**  
End-of-Course Evaluation



Course:

Class:

Training Org:

Shade circles like this: ●  
Not like this: ○

Do not write outside boxes.

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

Please rate the course on the following factors:

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

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

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

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

