

**Addendum #1**  
**ITN #15-02**  
**Flight Training Provider**



Addendum Issue Date: May 13, 2015  
ITN Due Date: May 22, 2015 at 4:00 p.m.

**Clarifications/Notifications**

**D081 – Due Diligence** - this allows College representatives to fly with students to make assessments of progress. The status of these flights needs to be defined in advance. The student is expected to pay for the flights but the person conducting them on behalf of the college does not charge the student so any flights so taken cannot be used as official Part 141 stage checks or as part of any Part 141 curriculum. Consequently, there should also be a process by which the student willingly submits to these audits with the understanding that they are outside of the standard training process and will not count as part of any Part 141 program but they will still be responsible for the flight costs. To do otherwise damages the contractor's profitability, takes income away from paid instructors and sets a level of expectation from the students to request college personnel conduct stage checks to save them money as well as creating potential discrimination in the minds of certain students who have not benefitted from "free" instruction. This is a problem that has been experienced at Polk. As an ancillary issue, having Polk staff carry out such checks would involve Polk directly in the event of an accident occurring during such flight. We would request that this clause be modified to include the issues noted above.

**This clause allows the College to ensure adequate and appropriate quality of instruction on the part of the flight training provider. The intent is that the College's representative(s) would conduct observations of instruction or evaluation from a passenger seat in the aircraft. The College does not wish to involve its representative(s) in the direct conduct of flight instruction (as a flight instructor) or flight evaluation (as a check instructor). These responsibilities would fall under the services required of the flight training provider. As such, all flight training, including flights where College observation is being conducted, would be revenue flights for the provider and would be funded by the flight student. In the case of observations conducted in an airplane with only two seats, the flight training provider and its staff would need to agree to allow the College to video the training or evaluation activity for later review.**

**D17 - Payment mechanisms** – Polk insisted on a move away from the system described in this clause to the use of the Higher One Card. The contractor has to pay a credit card fee for the processing of Higher One, part of which, is understood, to go as commission to the sponsoring college. We believe that the VA has prohibited the use of the card for this purpose and Polk has,

in the past, approved, a faster payment mechanism due to the cash flow constraints of running an offsite training operation. Is this clause an indication that Polk is moving away from the Higher One card? This is important to know because those are extra costs that will need to be charged to the students and the Higher One card has made it more difficult to get clear visibility on what funds are actually available for each student.

**The College began the Aerospace program using a flight account payment system, similar in nature to the system described in this section. The College instituted a credit-card-based payment system at the request of College staff, flight training provider staff, and program students. After the system was implemented, numerous issues came to light regarding its lack of effectiveness. As such, the College is moving back to a flight account system and will no longer support credit card direct-pay by students. This change will be complete prior to the inception of the flight training provider contract described in this ITN.**

In our pre bidders conference a vendor asked what the definition of Audited Financials meant. Who are they audited by?

#### **Audited by a CPA, Certified Public Accountant**

**D292 – Payment terms** – as noted above better payment terms have been in force in the past and that also influences the attractiveness of the business to potential bidders and the overall costs needing to be recovered in student pricing.

**Payment of invoices by the College is regulated in Florida statute. The College must pay for services within 30 days of the receipt of a valid invoice. Obviously, the College always seeks to pay its vendors in a timely fashion, in almost all cases settling payment before the mandated 30 days from receipt of the invoice. To assist our current flight training provider, the College instituted a credit-card-based payment system to allow more immediate payment. However, due to numerous financial issues associated with that change and the necessity to hold all funds for VA students within College-held flight accounts, the College will revert to a traditional flight account system prior to the inception of the flight training provider contract described in this ITN.**

**E0123 – Privacy concerns** – We believe that including the names of recent license successes including details of how long they took, failures along the way etc could be seen as a breach of privacy. Could you please confirm that your legal department has vetted this request and can state that a contractor would not face any possible litigation as a result of putting this information into the public arena as has to be the case with this process without the express permission of the person concerned.

**In reference to the table in section E-0123 please disregard the column for the name of the student. This information is no longer required. A generic term of "student A, Student B" will be sufficient without a breach of privacy.**

Polk appears to be requiring the Provider to provide Flight Training Devices and charge for their use. However, Polk has bought a number of FTD's which are offered to the students at no cost. How should a potential provider handle this when presenting equipment options, pricing and overall completion costs? It would make no sense for a Provider to be investing in simulators that nobody would pay for or use as the college is already providing a free alternative.

**The College does not require the flight training provider to provide its own simulation equipment. Section 4 of the ITN front matter (page 13) clearly describes the equipment the College currently owns and provides for flight/ground training use by the flight training provider. There is no charge to the student to use the equipment, but the student would be expected to pay an agreed upon rate for training time with a flight/ground instructor. The College is soliciting information from interested flight training providers regarding access to additional simulation equipment that a provider might want to include in the Polk State Aerospace program. Providers are encouraged to list any such equipment they would envision using as part of the Aerospace program, including the applicable cost of operation for such equipment and the instruction provided.**

Additional question regarding D22. It refers to "Special Conditions #8.01": The ITN does not include any section containing this reference.

**The reference he is referring to should have been deleted as it pertained to a "special conditions" section in our ITN that was removed.**

Polk has decided that it will be the provider of the required Part 141 ground schools which would normally require it to have its own Part 141 approved ground school. However, this proposal appears to suggest that the ground school courses created by Polk will need to replace the ground school courses already approved in the TCO's of the chosen provider or a completely new set of TCO's created and approved. If Polk is effectively providing Part 141 ground school under the Provider's Part 141 then the staff delivering this course will need to be directly accountable to the Provider and not to the college which would obviously complicate matters. There could be significant costs and disruption as a result of this process so Polk's plans need to be defined much more clearly so Bidders can fully understand the consequences of what Polk is potentially proposing. We are not aware of any other College that is giving part 141 ground schools without its own Part 141 ground school certificate so understanding how this works is critical.

The method in which the provider chooses to adopt the Polk State College ground training courses in its approved Part 141 TCOs is up to the provider. The provider could choose to replace its existing ground school option in whole, or simply add the Polk courses as an additional approved option. The latter is likely the easier choice, but the decision rests entirely with the provider. Polk State College is seeking FAA approval to operate as a Part 141 Air Agency for ground training only. We anticipate the submission of our application during the Summer of 2015, but the FAA approval process is not predictable in terms of time to complete. Until our approval is granted, we ask that our provider work our ground training courses into its established curriculum. As such, all ground training would need to be offered by an authorized instructor, per 14 CFR, and under the supervision of the provider's Chief Instructor.

Under 5 (h) it mentions the requirement to "have facilities and equipment..." at the Lakeland Airport. At the present time the location of the facilities is dictated by Polk and the single Contractor is operating within those premises. Does this ITN require the successful Bidder to obtain its own premises in order to deliver flight training or will the successful bidder continue to share premises with Polk College under current terms? A detailed answer to this question is essential as it will clearly impact the costs of proposals being submitted.

**In our current program location at the Polk State Airside Center, training provider space is limited, outside phone and Internet accessibility is not possible, and building access is limited to essentially 5.5 days per week. The College feels that it is in the best interest of our flight training provider to secure its own space at the Lakeland-Linder Regional Airport to ensure efficient business operations. Depending on the final arrangements between the City of Lakeland and Polk State College, the College may separately acquire the former Flight Safety training center, located a short distance away from our current facility. The new facility offers a large space for the flight training provider to occupy, direct flight line access, direct access to a local fuel farm, ample aircraft parking, outside phone and Internet service, and the ability to train any prospective flight student, not just students from Polk State Aerospace. The provider would be required to secure a lease with the City of Lakeland to occupy this space.**

5(a) and D.06 (C) and (D). The description of the courses outlined in Appendix A and the needs to incorporate the flight simulation devices are too generic to allow the Bidder to determine what possible costs of compliance would be.

**The requirement is that flight simulation training will exist as part of the training requirements for program students. The requirement is intentionally generic in order to solicit training plans from potential providers. The College strongly believes that flight simulation training devices improve pilot training, both in increased quality and decreased cost. We seek training plans from providers that display their attitude toward simulation training. We have included the list of equipment we currently have, which our provider may use at no cost (and only with Polk State Aerospace students), to allow providers a starting point for plans regarding the incorporation of simulation technology in their Polk State Aerospace training curricula.**

Appendix C:

Ground hours – what about flight instruction hours?

**This is a typographical error on our part. In Appendix C of the ITN (page 24), the fourth column from the left should read “Flight Instruction Hours/Cost Per Hour.”**

FSTD Type/cost per hour – It seems from the ITN that the simulators are already in place and controlled by Polk at zero charge to the students. Does the Bidder choose which simulator best suits his TCO and show that and where does the instruction cost go?

**The provider may use the available flight simulation training devices owned by Polk State as appropriate and as required per its training curricula. The provider is certainly encouraged and expected to charge for instruction time provided to students in these devices even though the equipment itself can be used without charge to the provider or the student. We recommend that you simply add the cost of simulation instruction in this column, if you only seek to use the equipment provided by Polk State College. If the provider sought to bring in additional training devices, this cost should reflect the cost of the unit and the instruction combined.**

Aircraft type, hours and cost per hour – is this the rental rate or should the same aircraft be shown across multiple columns to give a dual and solo rate. If so what happens if multiple aircraft are used on a TCO – such as fixed gear and complex in commercial

**In the case of multiple aircraft being utilized in a given course of instruction, providers may choose to submit separate copies of the table in Appendix C detailing the specific cost per course, per aircraft. Please feel free and encouraged to add explanatory notes in any section where you feel additional detail is needed or required.**

Training materials – should this not be tied back to some understanding of what Polk plans to include in its ground school?

**Polk State Aerospace will utilize the Guided Flight Discovery textbooks, published by Jeppesen, in its ground school courses. These books will be required textbooks, meaning that students will purchase them from the College bookstore. This should not impact costs to the provider. We recommend that you simply submit your current training materials cost for each level of pilot training as this is a fixed number, for most providers.**

E.062 – Table A. Is the first column supposed to represent the costs listed as “Total Course Cost” in Appendix C or the “with Block Discount Cost”. It is also not clear what purpose the block discount has.

**The first column may represent either the total non-discounted price or the block hour discounted price. We simply ask that the provider specify which figure is used. The need for both figures in Appendix C is based on the fact that many schools offer different pricing structures for traditional pilot training and accelerated, block-hour, or fixed-cost programs. We are simply asking for both figures, if applicable, because Polk State Aerospace students will follow a more traditional, pay-as-you go structure, as opposed to lump sum payment up-front.**

Item 1 – Invitation to submit a Quote – The program is not sufficiently large to support two or more providers and if a single winning bidder can be supplemented with no notice by a second and third provider it would create huge cost and logistical issues for the college, the VA and the students as well as all of the Providers. How exactly does the College see this working in practice with potentially competing Part 141’s, space constraints, VA demands and students who might want to change providers mid stream with consequential issues on the hours already flown in one Part 141? Palm Beach State College tried this model and have suspended Summer and Fall classes. Having an unknown volume of business split between an unknown number of Providers is not a satisfactory outcome for anyone.

**It is not the intention of the College to pursue multiple awards. We are simply making it clear that we will not enter into an exclusive training contract with a vendor. Through the final stages of the ITN process, short-listed potential vendors will work with the College to draft a contract that is equitable and appropriate for both parties. There is no model contract submitted with this ITN because a model contract for this negotiation does not yet exist. Again, it will be created as a partnership effort between the provider and the College, when the ITN process is concluded and the bid is awarded.**

**Ultimately, our intention to create a non-exclusive contract stems back to the fact that the College wants to ensure adequate growth and development of the program in the future. If the program grows at a rate in which the contracted provider cannot support, the College must have the ability to seek additional vendors. Further, if the College seeks to provide an alternative form of training, such as UAS instruction, seaplane certification, or helicopter training, the contracted vendor may not seek to enter into those training platforms. As such, the College will reserve the right to seek additional contracted providers to meet its training needs.**

This issue was discussed at length at the pre-proposal meeting on 5/8/2015. It was mentioned there, and we will restate here, that the College is willing to discuss adding language to the training provider contract adding right of first refusal to the currently contracted provider before additional vendors are sought. As stated previously, terms like this will be discussed and deliberated during the contract negotiation phase at the conclusion of the ITN process.

**Acknowledgement of Addendum #1:**

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**Company Name**

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**Signature**

**Include this signed page with your response.**