

SOLICITATION, OFFER AND AWARD

RD

1. THIS CONTRACT IS A RATED ORDER

Yes No

ING

PAGE

1

2. CONTRACT NO.

DTFAAC-13-D-00047

3. SOLICITATION NO.

DTFAAC-13-R-00427

4. THIS IS A:

YES NO

5. DATE ISSUED

01/25/2013

6. REQUISITION/PURCHASE NO.

(FAA Internal Use Only)

7. ISSUED BY:

FAA, Aviation, Medical, & Training Division (AMQ-310)
6500 South MacArthur Boulevard, MPB Bldg, Rm 373
P.O. Box 25082
Oklahoma City, OK 73125

8. ADDRESS OFFER TO (If other than Block 7)

FAA, MMAC
Multi-Purpose Building Room 313
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

SOLICITATION: Fixed unit price Indefinite Delivery/Requirements Contract for Long term lease of three aircraft for pilot training requirements.

9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in Room 313, Multi-Purpose Building until 3:00 pm local time 02/22/2013
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
Jason McLaughlin

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
(405) 954-7736

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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
NONE %	NONE %	NONE %	NONE %

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR
Oklahoma Aviation LLC
7200 NW 63rd Suite 121
Bethany, OK 73008

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER (Type or print)
Shohaib Kassam Sumar

15B. TELEPHONE NO. (include area code)
405-787-4568

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE


18. OFFER DATE
02-14-13

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED
1 - 9

20. AMOUNT
\$2,275,200.00

21. ACCOUNTING AND APPROPRIATION DATA
Funds will be obligated with the issuance of task orders

22. RESERVED

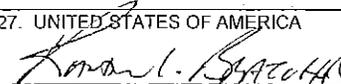
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (if other than item 7)
FAA, AMQ Contract Management Team (AMQ-340)
6500 South MacArthur Boulevard, MPB, Rm 369
P.O. Box 25082
Oklahoma City, OK 73125

25. PAYMENT WILL BE MADE BY
FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125

26. NAME OF CONTRACTING OFFICER (Type or print)
Randall L. Bratcher

27. UNITED STATES OF AMERICA


28. AWARD DATE
20 MAR 2013

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

**BASE YEAR
PERIOD OF PERFORMANCE: 04/01/2013 – 03/31/2014**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	ESTIMATED TOTAL
0001	Aircraft #1 Beechcraft Baron G-58 IAW Section 5 of the attached PWS	582	HR	\$ 975	\$ 567,450.00
0002	Aircraft #2 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$ 300	\$ 84,000.00
0003	Aircraft #3 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$ 300	\$84,000.00
Estimated Base Year Total Price					\$ 735,450.00

Note: This is an Indefinite Delivery Requirements type contract. The precise quantities of products, services, and support required is unknown and will be ordered on an as-needed basis with the issuance of Delivery/Task Orders. Delivery/Task Orders will be issued with Not-to-Exceed line item(s). Prices are pre-established with Section B Unit Prices. Estimated requirements are not a representation to an offeror or contractor that the estimated quantity will be ordered, or that conditions affecting requirements will be stable or normal.

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

**OPTION YEAR ONE
PERIOD OF PERFORMANCE: 04/01/2014 – 03/31/2015**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	ESTIMATED TOTAL
0004	Aircraft #1 Beechcraft Baron G-58 IAW Section 5 of the attached PWS	582	HR	\$1000	\$582,000.00
0005	Aircraft #2 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$315	\$88,200.00
0006	Aircraft #3 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$315	\$88,200.00

Estimated Option Year 1 Total Price \$758,400.00

Note: This is an Indefinite Delivery Requirements type contract. The precise quantities of products, services, and support required is unknown and will be ordered on an as-needed basis with the issuance of Delivery/Task Orders. Delivery/Task Orders will be issued with Not-to-Exceed line item(s). Prices are pre-established with Section B Unit Prices. Estimated requirements are not a representation to an offeror or contractor that the estimated quantity will be ordered, or that conditions affecting requirements will be stable or normal.

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

**OPTION YEAR TWO
PERIOD OF PERFORMANCE: 04/01/2015 – 03/31/2016**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE	ESTIMATED TOTAL
0007	Aircraft #1 Beechcraft Baron G-58 IAW Section 5 of the attached PWS	582	HR	\$1025	\$596,550.00
0008	Aircraft #2 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$330	\$92,400.00
0009	Aircraft #3 Cessna 172S IAW Section 5 of the attached PWS	280	HR	\$330	\$92,400.00

Estimated Option Year 2 Total Price \$781,350.00

Estimated Base Plus 2 Option years total price \$2,275,200.00

Note: This is an Indefinite Delivery Requirements type contract. The precise quantities of products, services, and support required is unknown and will be ordered on an as-needed basis with the issuance of Delivery/Task Orders. Delivery/Task Orders will be issued with Not-to-Exceed line item(s). Prices are pre-established with Section B Unit Prices. Estimated requirements are not a representation to an offeror or contractor that the estimated quantity will be ordered, or that conditions affecting requirements will be stable or normal.

PART I - SECTION C
SCOPE OF WORK

C.1 SCOPE OF WORK

- (a) The Contractor shall furnish one (1) Beechcraft Baron G58 GFC 700 Autopilot or later model and two (2) Cessna C172S CFC 700 AFCS or later models as identified in the Performance Work Statement (PWS) for the Federal Aviation Administration (FAA), Academy (AMA), Mike Monroney Aeronautical Center, Oklahoma as set forth in accordance with the terms, conditions, and provisions set forth herein. The contractor shall assume responsibility for all of the supplies described in the contract. The Contractor shall be paid for aircraft provided in accordance with Part I – Section B Supplies or Services & Price/cost.
- (b) The complete Performance Work Statement (PWS) is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

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PART I - SECTION D
PACKAGING AND MARKING

RESERVED

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PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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

(End of clause)

- 3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)**
- 3.10.4-16 Responsibility for Supplies (April 1996)**

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PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

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

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

This clause shall not limit the Government's rights under the Default clause.

F.3 CONTRACT PERIOD (JAN 1997)

CLA 1604

The effective base period of this contract is 01 April 2013 through 31 March 2014, plus two 1-year options, if exercised.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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

(End of clause)

- 3.10.1-9 Stop-Work Order (October 1996)**
- 3.10.1-24 Notice Of Delay (Mar 2009)**
- 3.11-34 F.O.B. Destination (April 1999)**

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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 CORRESPONDENCE PROCEDURES

- (a) To promote timely and effective administration, correspondence submitted under this contract (except for invoices and reports) shall be subject to the following procedures:
 - (1) Correspondence Preparation. All correspondence shall contain a subject line commencing with the contract number.
 - (2) Technical correspondence of a routine nature shall be addressed to the designated COR with an information copy of the correspondence sent to the CO.
 - (3) Other correspondence, including technical correspondence where patent or technical data issues (if any) are involved, or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms and conditions, etc. shall be addressed to the CO with an information copy of the correspondence sent to the COR.
- (b) Invoices shall be submitted in accordance with Clause CLA.0135r.

G.3 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

- (a) The FAA CO assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO.
- (b) It is the responsibility of the contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside of the scope of the contract. Work not ordered by the CO and/or work outside the scope of the contract shall not be reimbursed by the Government.
- (c) The contractor shall immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under this Contract.

G.4 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

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

G.5 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135r

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy to:

Charles Cuzalina, COR
FAA, Mike Monroney Aeronautical Center
FAA Contracts and Program Administration Branch, (AMA-260)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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

3.10.1-22 Contracting Officer's Representative (April 2012)

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PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 CERTIFICATION OF AIRCRAFT IDENTIFICATION

- (a) The offeror represents that the following aircraft will be furnished to meet the requirements of this SIR and resulting Contract:

Aircraft 1:

Make: Beechcraft
Model: Baron G-58
Aircraft Registration No.: N8866B
Aircraft Serial No.: TH-2327
Manufacture Date: 12/15/2011
Total Time of Each Engine: No.1 210hours No. 2: 210hours
Aircraft Total Landings (ACTL): N/A
Aircraft Total Time (ACTT): 210hours

Aircraft 2:

Make: Cessna
Model: 172SP
Aircraft Registration No.: N618DH
Aircraft Serial No.: 172S11186
Manufacture Date: 05/23/2012
Total Time of Each Engine: No.1 197 hours No. 2: N/A hours
Aircraft Total Landings (ACTL): N/A
Aircraft Total Time (ACTT): 197

Aircraft 3:

Make: Cessna
Model: 172SP
Aircraft Registration No.: N957ES
Aircraft Serial No.: 172S10675
Manufacture Date: 07/31/2008
Total Time of Each Engine: No.1 2705 hours No. 2: N/A hours
Aircraft Total Landings (ACTL): N/A
Aircraft Total Time (ACTT): 2705

- (b) The offeror further represents:

That he is the owner of the above aircraft which is duly registered with the FAA in the offeror's name;

OR

[X] That he does not own the above aircraft but holds lease rights to it and has the right thereunder to sublease the aircraft to the FAA (The offeror shall furnish a copy of the lease to the CO upon request.);

OR

[] That he does not own the above aircraft but will purchase the aircraft from _____ for performance under this purchase order.

H.2 PILOT QUALIFICATION

FAA, other Federal Government, and contract personnel authorized to pilot the aircraft provided under this purchase order shall possess the appropriate pilot rating required for the model aircraft being furnished and shall hold a current medical certificate. The contractor shall have the right to inspect such ratings and certificates and conduct a flight check, at the contractor's expense before releasing the aircraft to the FAA. If the contractor believes at any time that the FAA, other Federal Government, or contractor personnel authorized to pilot the aircraft are not qualified to operate the aircraft proved under this purchase order, the contractor shall immediately notify the CO or COR to restrict said personnel from operation of the aircraft.

H.3 SAVE HARMLESS AND INDEMNITY AGREEMENT

- (a) The contractor shall save and hold harmless and indemnify the Government, its officers and employees against any and all liability, claims, demands, losses, suits and judgments (including all costs and expenses incident thereto) and cost of whatsoever kind and nature 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 or persons 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) occurring in connection with or in any way incident to or arising out of the operation, storage, transportation, or maintenance of the aircraft, or other performance of work in connection with or under the terms of this purchase order, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or any subcontractor.
- (b) **Government Liability.** The Government shall not be liable of any loss, damage, destruction, or injury to the contractor's property unless such loss, injury, destruction, or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claim Act, or pursuant to other Federal Statutory Authority.
- (c) **Governments Right of Recovery.** Nothing in the clauses, terms, and conditions of this purchase order shall be considered to preclude the Government from receiving the benefits of any insurance the contractor may carry which provides for the indemnification of any loss or destruction of, or damage to property in the custody and care of the contractor, where such loss, destruction, or damage is to Government property. The contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer (CO), shall, at the Governments expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

H.4 AVIATION INSURANCE COVERAGE

Since the FAA will not be self-insuring for this aircraft lease acquisition and the FAA will not indemnify the lessor (Contractor) in any way, the contractor may choose to purchase insurance, such as but not limited to Hull Insurance and Foreign object damage insurance, in sufficient amounts to mitigate the risk that they will incur as the lessor. If insurance is included in the fixed hourly rate of the aircraft leases, the Lessor (Contractor) will provide in the proposal the name of the insurance company, the amounts of insurance coverage, the deductible amounts, and the types of insurance coverage included. This information will not be released by the FAA. If any of these or other types of insurance are purchased, the Government's liability under the Federal Torts Act for damage of insured items shall be limited to the value of the deductible under that insurance policy.

H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998) CLA 4540

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.6 NOTICE OF CONTRACTOR TESTIMONY (SEPT 2006) CLA 4555

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

H.7 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPT 2006) CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

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**PART II - SECTION I
CONTRACT CLAUSES**

I.1 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006) CLA.1029r

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 5 days or less of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

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

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

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

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2) Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA 1035R

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

3.2.4-16 Ordering (October 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued through the period of performance.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) hour, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the estimated annual requirement;

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for

the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current performance period of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **42 months**.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond September 30, 2013. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

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

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

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

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

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

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

(A) change the name in the SAM database;
(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

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

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

(End of Clause)

3.13-1 APPROVAL OF CONTRACT (OCT 2001)

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

TAR 1252.228-72 RISK AND INDEMNITIES (DEC 1997)

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

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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

(End of clause)

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-33	Order of Precedence (March 2009)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-6	Discounts for Prompt Payment (May 1997)
3.3.1-8	Extras (May 1997)
3.3.1-9	Interest (September 2009)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (April 2012)
3.3.1-20	Providing Accelerated Payment to Small Business Subcontractors (October 2012)
3.3.1-34	Payment by Electronic Funds Transfer- System for Award Management (August 2012)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes- Sealed bid and Certain Negotiated Contracts (April 1996)
3.5-1	Authorization and Consent (January 2009)

- 3.5-2** **Notice and Assistance Regarding Patent and Copyright Infringement**
(January 2009)
- 3.6.1-3** **Utilization of Small, Small Disadvantaged and Women-Owned, and**
Service-Disabled Veteran Owned Small Business Concerns (March 2009)
- 3.6.1-4** **Small, Small Disadvantaged, Women-Owned and Service-Disabled**
Veteran Owned Small Business Subcontracting Plan (August 2012)
- 3.6.1-6** **Liquidated Damages - Subcontracting Plan** (January 2010)
- 3.6.2-2** **Convict Labor** (April 1996)
- 3.6.2-9** **Equal Opportunity** (August 1998)
- 3.6.2-13** **Affirmative action for workers with Disabilities** (Oct 2010)
- 3.6.2-39** **Trafficking in Persons** (January 2008)
- 3.6.2-44** **Notification of Employee Rights Under the National Labor Relations Act**
(January 2012)
- 3.6.3-16** **Drug Free Workplace** (March 2009)
- 3.6.4-2** **Buy American Act - Supplies** (July 2010)
- 3.6.4-10** **Restrictions on Certain Foreign Purchases** (January 2010)
- 3.9.1-1** **Contract Disputes** (October 2011)
- 3.9.1-2** **Protest After Award** (August 1997)
- 3.10.1-7** **Bankruptcy** (April 1996)
- 3.10.1-12** **Changes - Fixed-Price** (April 1996)
- 3.10.1-25** **Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-1** **Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.6-1** **Termination for Convenience of the Government (Fixed Price)** (October
1996)
- 3.10.6-4** **Default (Fixed-Price Supply and Service)** (October 1996)
- 3.13-5** **Seat Belt Use by Contractor Employees** (October 2001)
- 3.13-11** **Plain Language** (July 2006)
- 3.13-13** **Contractor Policy to Ban Text Messaging While Driving** (January 2011)
- 3.13-14** **Reporting Executive Compensation and First-Tier Subcontract Awards**
(October 2012)

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PART III - SECTION J
LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	PERFORMANCE WORK STATEMENT (PWS)	02-14-2013	7
2	Past Performance Questionnaire	02 -14 2013.	3

(Remainder of this page left blank)

ATTACHMENT 1

PERFORMANCE WORK STATEMENT AMA-230 Three Aircraft Long Term Lease

1. PROJECT/TITLE

The Federal Aviation Administration (FAA) Academy, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, requires contractor services to acquire and maintain three (3) aircraft on a "non-exclusive use" basis to support the Operations Branch training program. The contractor shall be required to (1) locate, acquire, and deliver required aircraft; (2) ensure that the aircraft delivered meet the training requirements of the Operations Branch (AMA-230), as defined in this Performance Work Statement; and (3) provide maintenance by maintaining FAA certified mechanics, parts, and line service for all aircraft supplied, while ensuring continued airworthiness and availability of the required aircraft. The required aircraft shall be limited to small reciprocation powered single and multiengine aircraft weighing 12,500 pounds or less maximum certificated takeoff weight.

The numbers and types of aircraft required will be driven by the training requirements for the FAA Academy. The contractor shall be required to manage the fleet providing timely acquisition and availability of aircraft consistent with training fluctuations.

2. BACKGROUND

AMA-230 is tasked with providing flight instruction for courses 21000026 GA OPS Flight Indoctrination and 18800 Light Twin Refresher. In order to accomplish this task Three (3) aircraft are required to be leased on a long term basis for FAA inspectors/pilots for training. These leased aircraft will be based at either Will Rodgers World Airport (KOKC) or Wiley Post Airport (KPWA) and have continued maintenance and all required inspections included in the terms of this lease.

The numbers and types of aircraft required will be driven by the training requirements of the FAA Academy. The contractor shall ensure aircraft are available that meet the requirements of this contract and shall serve as an acquisition resource with respect to aircraft required by aircraft operations. The contractor shall be thoroughly familiar with Government regulations concerning the acquisition, operation, maintenance and disposition of aircraft. The contractor shall be required to manage the fleet providing timely acquisition and availability of aircraft consistent with training fluctuations.

3. SCOPE

The contractor shall provide a point of contact who shall serve as an interface between the contractor and the FAA Academy on all matters relating to the function of this contract. In addition the contractor shall provide an adequate number of personnel who

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are FAA certified airframe and powerplant mechanics, one of which must hold an FAA inspection authorization (IA) and be fully qualified on the applicable aircraft. . These personnel will be in support of the following three aircraft that are to be "wet" leased.

One (1) Beechcraft Baron G58 GFC 700 Autopilot System or later model.
Two (2) Cessna C172S G1000 NAVIII CFC 700 AFCS or later models.

The number of qualified personnel shall be adequate to maintain the aircraft and avionics systems offered under the terms of this contract in an airworthy and operational condition at Will Rogers World Airport, Oklahoma City, Oklahoma (KOKC) or Wiley Post Airport, Bethany, Oklahoma (KPWA).

Mechanics shall have a valid FAA mechanic certificate with airframe and powerplant ratings.

4. APPLICABLE DOCUMENTS

Compliance with current mandatory manufacturer's service bulletins, FAA Airworthiness Directives, and the correction of maintenance deficiencies shall be accomplished prior to delivery. Subsequent mandatory manufacturer's service bulletins, FAA Airworthiness Directives, and maintenance deficiencies shall be accomplished by the contractor during service.

All "time change" components, including engines, shall be replaced upon reaching the factory recommended time. Such components shall be scheduled for replacement so as to minimize down time on the aircraft.

The contractor shall make available upon request to the Contracting Officer, or Pilot, for each aircraft, the following items:

- (1) Aircraft Maintenance Logs for each aircraft.
- (2) FAA Form 337 approved for each aircraft, if applicable.
- (3) Current Weight and balance data for each aircraft.
- (4) Current Equipment lists for each aircraft.

5. SPECIFIC TASKS

This contract will be for a base year and two option years.

The Government reserves the right to review services being provided under this contract to determine conformance with performance and technical requirements at any time during the contract period.

Aircraft and associated maintenance support may be required outside the normal business hours and will be dictated by the weekly aircraft schedules furnished by the Government as part of this contract. Management, administrative and most

ATTACHMENT 1

maintenance functions will be performed in Oklahoma City, OK at Will Rogers Airport (KOKC) or Bethany, Oklahoma at Wiley Post airport (KPWA). Occasional recovery of downed aircraft may require the contractor to travel at their expense, but will be limited to the continental United States.

The aircraft furnished under this contract shall be standard production models, certificated an airworthy in accordance with applicable Federal Aviation regulations (FARs), current in the United States Registry and equipped for day and night IFR flight in accordance with FAR Part 91.205. All aircraft must be equipped with dual flight controls, pilot/co-pilot brakes and intercom stations for pilot/co-pilot and 2 passenger positions. The aircraft and accessories shall be in operable, airworthy condition and present a neat and clean appearance. Upholstery, paint, Plexiglas, and other appurtenances shall be in good condition. There must be no unrepaired tears, rips, or other damage in the upholstery or headliner. The tires shall have adequate tread and be free of damage. All repairs shall be of approved type and return the aircraft to airworthy condition. All fluid systems shall be free of leaks. First aid kits and approved fire extinguishers shall be on board.

All aircraft must have on board the following documents when delivered:

1. Current owner registration certificate
2. Valid Airworthiness certificate
3. Aircraft and engine logbooks, available on request.
4. Current Weight and balance data
5. Aircraft flight manual, owner's manual or pilot's operating manual as appropriate and the changes thereto as they occur.

The aircraft shall be equipped with the following functioning components:

1. Standard lap belts and approved inertial reel shoulder harness for pilot and copilot. NOTE: Inertial reel is not needed for Non-complex Single Engine, Light 4 Place Aircraft with Fixed Landing Gear.
2. Fully functional dual controls, including brakes for pilot and copilot.
3. Alternator system for each engine, which independently is capable of carrying the total aircraft electrical load.
4. Built in intercom systems with two crew and two passenger audio jacks.
5. Both strobe and rotating beacon lights.
6. Standard landing and taxi lights.
7. Outside air temperature gauge
8. Heated pilot systems
9. Static discharge system
10. Standard cabin heating system as offered by the manufacturer.
11. Standard approved cabin fire extinguisher.

In addition the aircraft shall have no major damage history. Any aircraft engine reaching TBO during the contract period must be overhauled/rebuilt or replaced and shall meet the original manufacturer's specifications for parts, performance, and overhaul recommendations. The contractor shall provide replacement aircraft during this period.

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Prior to initial delivery to the Government, the aircraft shall have had an annual or 100-hour inspection or be in compliance with its FAA approved progressive maintenance program whichever is applicable. All Airworthiness Directives (ADs) to date shall be accomplished. The contractor shall supply a list for each aircraft containing the current status of applicable ADs including the AD number and revision date. In addition, if the AD involves recurring action, the date/time when the next action is due shall be required in the AD list. The contractor will comply with all manufacturer's service letters and service bulletins during the life of this contract.

All equipment in each aircraft shall be fully functional and properly calibrated as required to make it operational for each required aircraft function. The FAA prefers that each class of aircraft shall be equipped with avionics and autopilot/flight director packages of the same make and model. All Data bases to be kept current by the vendor. Aircraft shall not exhibit any commercial advertisement or logo.

The minimum specifications for the three aircraft are:

One (1) - Basic Multi-Engine Airplane:

Beechcraft Baron G58 GFC 700 Autopilot System or later model

Factory Deice/Anti-Ice capabilities if available as optional equipment.

Air Conditioning

Pilot/Passenger intercom system

Garmin G1000-Avionics-Must contain current Databases/IFR Capable – See Below

All required maintenance to be performed by contractor

- 100 hour inspection
- Annual inspection
- Aircraft must be in airworthy condition for training, if the aircraft is un-airworthy resulting from a discrepancy, contractor required to have completed repair or provide an equivalent aircraft acceptable to the FAA within 5 days or less.
- Aircraft to be based at KOKC or KPWA with fuel/maintenance/ towing to be the responsibly of contractor.

The Garmin 1000 in these aircraft will include the following:

Garmin G1000

- Primary Flight Display (PFD)
- Multi-Function Display (MFD)
- Garmin's GFC 700 Integrated Autopilot
- Altitude and Heading Reference System (AHRS)
- Air Data Computer (ADC)
- Mode "S" Transponder with Flight ID and Traffic Information Service (TIS)
- Audio / Marker System Digital / Analog
- Engine Indication on the PFD & MFD in Reversionary Mode
- XM Radio and GWX 68 Satellite Color Weather Radar with Selectable Scan
- Barometric Vertical Navigation (VNAV)

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TWO (2) - Basic Single-Engine Airplanes:

Cessna C172S G1000 NAVIII CFC 700 AFCS or later model

Air Conditioning

Pilot/Passenger intercom system

Garmin G1000-Avionics-Must have current Databases/IFR Capable – See Below

All required maintenance to be performed by contractor

- 100 hour inspection
- Annual inspection
- Aircraft must be in airworthy condition for training, if the aircraft is un-airworthy resulting from a discrepancy, contractor required to have completed repair or provide an equivalent aircraft acceptable to the FAA within 5 days or less.
- Aircraft to be based at KOKC or KPWA with fuel/maintenance/ towing to be the responsibility of contractor.

The Garmin G1000 in these aircraft will include the following:

Garmin G1000 NAVIII CFC 700 AFCS

- Primary Flight Display (PFD)
- Multi-Function Display (MFD)
- Garmin's GFC 700 Integrated Autopilot
- Altitude and Heading Reference System (AHRS)
- Air Data Computer (ADC)
- Mode "S" Transponder with Flight ID and Traffic Information Service (TIS)
- Audio / Marker System Digital / Analog
- Engine Indication on the PFD & MFD in Reversionary Mode
- XM Radio and GDL with subscription Satellite Color Weather Radar with Selectable Scan
- Barometric Vertical Navigation (VNAV)

6. DELIVERABLES AND DELIVERY SCHEDULE

In order to assure timely departures of scheduled training flights, the contractor shall, weather permitting, provide airworthy aircraft to the flight line 30 minutes prior to the scheduled departure time.

The contractor shall provide a Point of Contact to be available during normal working hours. The contractor shall furnish appropriate maintenance personnel (mechanics, etc.) and any required transportation for support of the aircraft. The aircraft shall be maintained in accordance with FAR 91.409 (a) and (b) and shall not be operated unless it has received an annual or 100 hour inspection within the preceding 100 hours of time in service, unless the aircraft is under a FAA approved progressive maintenance program.

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All "time change" components, including engines, shall be replaced upon reaching the factory recommended times. Such components shall be scheduled for replacement so as to minimize down time on the aircraft. Compliance with current mandatory manufacturer's service bulletins, FAA Airworthiness Directives, and the correction of maintenance deficiencies shall be accomplished prior to delivery. Subsequent mandatory manufacturer's service bulletins, FAA Airworthiness Directives, and maintenance deficiencies shall be accomplished by the contractor during service. The airworthiness certificate, aircraft registration and other required documents shall be retained on board the aircraft when scheduled for flight.

The contractor shall provide aircraft line support for launch and recovery of each flight as required by the training schedule and daily flight requirements. Services required for line support shall include, but are not limited to, the following for all aircraft:

1. Provide daily hangar protection by towing the aircraft from the hangar to the flight line 30 minutes prior to the first flight of the day and from the flight line to the hangar after the last flight of the day.
2. Provide wheel chocks for aircraft protection
3. Provide APU connect and disconnect service for start-up if required.

The government shall not furnish equipment or services to maintain the aircraft or equipment. The contractor shall supply all parts, materials, equipment, including tug (s) and power cart (s) repair supplies, overhauls, inspections and labor necessary to maintain the aircraft and their appurtenances in operational and airworthy condition in accordance with the manufactures recommendations and FAA requirements at all time when aircraft have been provided to the FAA for flight operations.

All maintenance performed shall be recorded in accordance with FAR 43 and FAR 91, including time-in-service and hour meter reading. A copy of the maintenance record required by FAR 91.417, including records of engine and propeller overhaul. At each scheduled inspection, the contractor shall thoroughly clean the inside and outside of the aircraft. This includes washing and polishing as necessary to maintain appearance and condition.

The contractor shall make sure that daily discrepancy logs, airworthiness certificates, aircraft and radio licenses, and other required documents are on board the aircraft when scheduled for flight. Maintenance discrepancies reported by flight crews shall be corrected promptly by the contractor.

The government will notify the contractors POC of airworthiness discrepancies or equipment malfunctions in a timely fashion. Method of notification will be by telephone/fax as agreed on by both parties. If an aircraft becomes un-airworthy while in the possession of the Government, the contractor will be promptly notified. If the un-airworthy aircraft is grounded in the Oklahoma City area, the contractor shall promptly assume custody of the aircraft and perform such repairs as are necessary. If the un-airworthy aircraft is grounded outside the Oklahoma City, area, the Government will: Promptly notify the contractor to take custody of the aircraft or otherwise begin repairs.

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Such notice shall include the suspected cause of airworthiness and the date when the Government will require an airworthy aircraft. When so notified, the contractor assumes responsibility for the aircraft.

7. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

The Government will not furnish equipment or services. The FAA (AMA-230) will provide to the contractor's Point of Contact a copy of the flight schedule for each class. The Government shall notify the contractor at least 30 days prior to any reduction of the additional aircraft mentioned above.

8. PLACE OF PERFORMANCE

Aircraft are to be based and made available to the FAA at Will Rodgers World Airport, Oklahoma City, Oklahoma (KOKC) or Wiley Post Airport, Bethany, Oklahoma (KPWA).

9. PERIOD OF PERFORMANCE

This contract is for One base year (365) days, an Option year one (365) days and an Option year Two (365) days.

10. SECURITY

No escorting will be required under this contract as all personnel have the proper credentials to gain access within the airport parameter.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	EFFEKTIVE DATE 04/03/2013	4. REQUISITION/PURCHASE Q.N.	5. PROJECT NO. (if applicable)
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125	CODE AMQ0310-ARC	7. ADMINISTERED BY (if other than Item 6) AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ340-ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
			x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-13-D-00047
			10B. DATED (SEE ITEM 13) 03/07/2013

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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.) \$0.00
See Schedule

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

(x)	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.
<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

AMA-260, COR: Charles Cuzalina 405-954-6762
DUNS: 154279793
SAM: YES

Revision 0001 issued to changed buyer to change Contracting Officer to Debbie Perry, AMQ-340.

All other terms and conditions remain unchanged.

Small Business: YES

Discount Terms: SB NET 30

Continued ...

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)	
		Debbie A. Perry	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. CONTRACT AUTHORITY	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	4/3/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-1 - 47/0001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 Period of Performance: 04/01/2013 to 03/31/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 04/01/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125	CODE AMQ0310-ARC	7. ADMINISTERED BY (If other than Item 6) AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ340-ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-13-D-00047	10B. DATED (SEE ITEM 13) 03/07/2013

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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.)

\$0.00

See Schedule

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

(x) <input 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral - Option to extend the term of the contract - 3.2.4-35

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

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

AMA-260, COR: Charles Cuzalina 405-954-6762

DUNS: 154279793

SAN: YES

Modification 0002 is issued to extend the contract for the First Option Period, April 1, 2014 through March 31, 2015 in accordance with contract clause 3.2.4-35, Option to Extend the Term of the Contract.

The contract is increased by \$758,400, from \$735,450 to \$1,493,850.

All other terms and conditions remain unchanged.

Continued ...

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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/13/14	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debbie A. Perry	15B. CONTRACT AUTHORITY Debbie Perry	16C. DATE SIGNED 3/13/14
	(Signature of person authorized to sign)		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CC.	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 07/31/2014	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ0732-AFN	7. ADMINISTERED BY (If other than Item 6) AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ732-AFN
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-13-D-00047	
		10B. DATED (SEE ITEM 13) 03/07/2013	
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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.) \$0.00
See Schedule

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

<input 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.
<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

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

AMA-260, COR: Charles Cuzalina 405-954-6762
DUNS: 154279793
SAM: YES
Small Business: YES
Modification 0003 is issued as an administrative modification to:

I. Change the Buyer name from Debbie Perry to Joseph Biggs with LS Technologies, LLC.

II. Change the Contracting Officer name from Debbie Perry to Steve Cundiff.

III. All other contract terms and conditions remain in full force and effect.

Continued ...

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) Steve Cundiff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. CONTRACT AUTHORITY  (Signature of Contracting Officer)	16C. DATE SIGNED 7-30-14

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: SB NET 30 Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 Period of Performance: 04/01/2014 to 03/31/2015				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 01/07/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ0732-AFN	7. ADMINISTERED BY (If other than Item 6) AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ732-AFN
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DTPAAC-13-D-00047
		10B. DATED (SEE ITEM 13) 03/07/2013

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 16, and returning _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.) \$0.00
See Schedule

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

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 THE AUTHORITY OF:

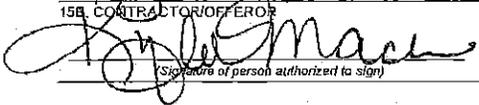
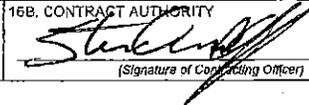
D. OTHER (Specify type of modification and authority)
IAW AMS 3.10.1-12 CHANGES-FIXED PRICE

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
AMA-260, COR: William Benhoff 405-954-6362
DUNS: 154279793
SAM: YES
Small Business: YES
See Page 2

Continued ...

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) Kyla Mach office manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steve Cundiff
15B. CONTRACTOR/OFFEROR 	16B. CONTRACT AUTHORITY 
15C. DATE SIGNED 1/7/15	16C. DATE SIGNED 1-7-15

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The contractor is phasing out Aircraft #1 (tail number N8866B) and adding an additional like aircraft hereto referred to as Aircraft #4 (tail number 793RG). Both are Beechcraft Baron G-58 aircraft and will operate concurrently for the time being. However, at an undetermined time, Aircraft #1 will be removed from service. This bilateral modification is issued to reflect these changes as follows:</p> <p>I. Aircraft #4 tail # 793RG is being added under CLIN 0010 (Option Year 1) and CLIN 0011 (Option Year 2).</p> <p>II. Estimated hours for Line Items 0010 and 0011 are to be determined at a later date.</p> <p>III. All other contract terms and conditions remain in full force and effect.</p> <p>Discount Terms: SB NET 30</p> <p>Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125</p> <p>FOB: Destination Period of Performance: 04/01/2014 to 03/31/2015</p> <p>Add Item 0010 as follows:</p> <p>***** Part I - Section B Supplies or Services and Prices/Costs Pricing Schedule Option year 1 Period of Performance: 04/01/2014 - 03/31/2015 *****</p> <p>0010 CLIN 0010 (Option Year 1) AIRCRAFT #4 Registration #: 793RG Beechcraft Baron G-58 IAW Section 5 of the attached PWS estimated hours to be determined @ \$1,000.00 per hour ISO9000: N Electronic & IT: 03</p> <p>Add Item 0011 as follows:</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	***** Part I - Section B Supplies or Services and Prices/Costs Pricing Schedule Option year 2 Period of Performance: 04/01/2015 - 03/31/2016 *****				
0011	CLIN 0011 (Option Year 2) AIRCRAFT #4 Registration #: 793RG Beechcraft Baron G-58 IAW Section 5 of the attached PWS estimated hours to be determined @ \$1,025.00 per hour = ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/31/2015				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
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2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 01/08/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ0732-AFN	7. ADMINISTERED BY (If other than Item 6) AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ732-AFN
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTEAAC-13-D-00047
	10B. DATED (SEE ITEM 13) 03/07/2013
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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.) \$0.00
See Schedule

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

<input 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) IAW AMS 3.10.1-12 CHANGES--FIXED PRICE

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

AMA-260, COR: William Benhoff 405-954-6362

DUNS: 154279793

SAM: YES

Small Business: YES

This bilateral modification is issued as follows: See page 2

Continued ...

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) <i>Wyla Mach</i> Wyla Mach office MGR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steve Cundiff
15B. CONTRACTOR OFFEROR <i>Wyla Mach</i> (Signature of person authorized to sign)	16B. DATE SIGNED 1-8-15
15C. DATE SIGNED 1-8-15	16C. CONTRACT AUTHORITY <i>Steve Cundiff</i> (Signature of Contracting Officer)
	16D. DATE SIGNED 1-8-15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-13-D-00047/0005

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p style="text-align: center;">Option year 1 Period of Performance: 04/01/2014 - 03/31/2015 *****</p>				
0004	<p>CLIN 0004 Beechcraft Baron G-58 IAW Section 5 of the attached PWS 582 estimated hours @ \$1,000.00 per hour = \$582,000.00 ISO9000: N Electronic & IT: 03</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p>				
0005	<p>CLIN 0005 Cessna 172SP IAW Section 5 of the attached PWS 280 estimated hours @ \$315.00 per hour = \$88,200.00 ISO9000: N Electronic & IT: 03</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p>				
0006	<p>CLIN 0006 -This CLIN is being consolidated under CLIN 0005 Cessna 172SP IAW Section 5 of the attached PWS 280 estimated hours @ \$315.00 per hour = \$88,200.00 ISO9000: N Electronic & IT: 03</p> <p>Estimated Option year 1 Total Price = \$758,400.00</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>*****</p> <p style="text-align: center;">Part I - Section B Supplies or Services and Prices/Costs Pricing Schedule</p> <p style="text-align: center;">Option year 2 Period of Performance: 04/01/2015 - 03/31/2016 *****</p>				
0007	<p>CLIN 0007 Beechcraft Baron G-58 IAW Section 5 of the attached PWS 582 estimated hours @ \$1,025.00 per hour = \$596,550.00 ISO9000: N Electronic & IT: 03 Amount: \$596,550.00 (Option Line Item) 03/31/2015</p> <p>Change Item 0008 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-13-D-00047/0005

PAGE OF
4 5

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	CLIN 0008 Cessna 172SP IAW Section 5 of the attached PWS 280 estimated hours @ \$330.00 per hour = \$92,400.00 ISO9000: N Electronic & IT: 03 Amount: \$92,400.00 (Option Line Item) 03/31/2015 Change Item 0009 to read as follows (amount shown is the obligated amount):				0.00
0009	CLIN 0009 - This CLIN is being consolidated under CLIN 0008 Cessna 172SP IAW Section 5 of the attached PWS 280 estimated hours @ \$330.00 per hour = \$92,400.00 ISO9000: N Electronic & IT: 03 Amount: \$92,400.00 (Option Line Item) 03/31/2015 Estimated Option year 2 Total Price = \$781,350.00 Change Item 0010 to read as follows (amount shown is the obligated amount): ***** Part I - Section B Supplies or Services and Prices/Costs Pricing Schedule Option year 1 Period of Performance: 04/01/2014 - 03/31/2015 *****				0.00
0010	CLIN 0010 - This CLIN is being consolidated under CLIN 0004. Beechcraft Baron G-58 IAW Section 5 of the attached PWS 0 estimated hours @ \$1,000.00 per hour ISO9000: N Electronic & IT: 03 Change Item 0011 to read as follows (amount shown is the obligated amount): ***** Part I - Section B Supplies or Services and Prices/Costs Pricing Schedule Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-13-D-00047/0005

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	<p style="text-align: center;">Option year 2 Period of Performance: 04/01/2015 - 03/31/2016 *****</p> <p>CLIN 0011 -This CLIN is being consolidated under CLIN 0007. Beechcraft Baron G-58 IAW Section 5 of the attached PWS 0 estimated hours @ \$1,025.00 per hour ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/31/2015</p>				0.00

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 04/01/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ0732-AFN	7. ADMINISTERED BY (If other than Item 6) AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ732-AFN
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATIONS LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-13-D-00047
		10B. DATED (SEE ITEM 13) 03/07/2013
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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 a 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.) \$0.00
See Schedule

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

(x)	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral - AMS Clause 3.2.4-35, Option To Extend The Term of the Contract

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
AMA-260, COR: William Benhoff 405-954-6362
DUNS: 154279793
SAM: YES
Small Business: YES

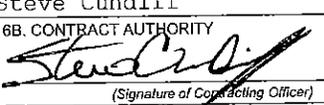
I. Modification 0006 is issued to extend the contract for the Second Option Period in accordance with contract clause 3.2.4-35, Option to Extend the Term of the Contract.

II. Part I, Section B, First Option Year is effective April 1, 2015 through March 31, 2016.

III. The estimated value of the contract is increased by \$781,350.00 from \$1,493,850.00 to \$2,275,200.00.

Continued ...

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) Steve Cundiff	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. CONTRACT AUTHORITY  <i>(Signature of Contracting Officer)</i>
		16C. DATE SIGNED 3-9-16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 07/31/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ0732-AFN	7. ADMINISTERED BY (If other than Item 6) AAQ-732 CONTRACT MANAGEMENT FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AAQ732-AFN
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OKLAHOMA AVIATION LLC Attn: Shohaib Kassam Sumar 7200 NW 63RD ST STE 121 BETHANY OK 73008-5002		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-13-D-00047	
			10B. DATED (SEE ITEM 13) 03/07/2013

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 _____ copies 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT 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.) \$0.00
See Schedule

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.
<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

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

AMA-260, COR: William Benhoff 405-954-6362
DUNS: 154279793
SAM: YES
Small Business: YES

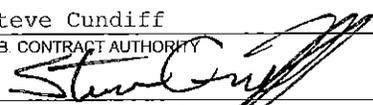
The purpose of this modification is to correct the misspelling of the vendor's name from Oklahoma Aviations LLC to Oklahoma Aviation LLC.

All other contract terms and conditions remain in full force and effect.

Discount Terms: SB NET 30

Continued ...

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) Steve Cundiff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. CONTRACT AUTHORITY  (Signature of Contracting Officer)	16C. DATE SIGNED 7-31-15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-13-D-00047/0007

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA AVIATION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 Period of Performance: 04/01/2015 to 03/31/2016				