



U.S. Department
of Transportation
**Federal Aviation
Administration**

Regions and Centers Operations
Mike Monroney Aeronautical Center
P O Box 25082
Oklahoma City, OK 73125

8/28/08

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marcia Hofmann
Staff Attorney
Electronic Frontier Foundation
454 Shotwell Street
San Francisco, CA 94110

Dear Ms. Hofmann:

Release of Information under the Freedom of Information Act (FOIA)
Commercial Use, FOIA Control Number: 2008-006651AC

This is in response to your Freedom of Information Act (FOIA) request 2008-006651AC (OST FOIA #FY 2008-046), dated November 28, 2007, on behalf of OpenTheGovernment.org and the Electronic Frontier Foundation. This is the Mike Monroney Aeronautical Center response to the FOIA requesting Interagency Agreement DTFA0202X14170 Delivery Orders 0006 and 0007.

Interagency Agreement DTFA0202X14170 and Delivery Orders 0006 and 0007 are fully releasable and enclosed.

Contract DTFAAC08-D-00004 and delivery order 0002 are under FOIA review and a response will be provided separately.

There is no fee for the processing of this FOIA.

Sincerely,

Susan L. Whittington, Division Manager
AMQ-300, Aviation, Medical, & Training Acquisition Division

Enclosure

2008-00631AC

RECEIVED: 11/28/07
DATE: 12/27/07
FY 2008-046



November 28, 2007

BY FACSIMILE - (202) 366-8536

FOIA REQUEST

Kathy Ray
Office of the Secretary of Transportation
Department of Transportation
1200 New Jersey Ave., SE
W94-122
Washington, DC 20590

AAL
ASW TO AIG AWK CONTROL NO: 08-1157
AND RESPONSE TO BE COORDINATED
AS APPROPRIATE, SIGNED AND
DATED BY _____
M.J.A.
The enclosed approved

RE: Freedom of Information Act Request

Dear Ms. Ray:

This letter constitutes a request under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, and is submitted to the Department of Transportation ("DOT") on behalf of OpenTheGovernment.org ("OTG") and the Electronic Frontier Foundation ("EFF").

We request copies of all memoranda of understanding, contracts or other agreements between DOT and Google or other technology companies from January 2006 to the present for the digitization or other copying of agency information (including pre-existing "legacy" information and data holdings) to promote greater access of such data by the general public.

We believe that the requested records may be maintained by DOT's chief information officer.

Request for News Media Fee Status

OTG and EFF ask that they not be charged search or review fees for this request because each organization qualifies as a "representative of the news media" pursuant to the FOIA and 49 C.F.R. § 7.44(b).

OTG is a coalition of journalists, consumer and good government groups, environmentalists, library organizations, labor and others united to make the federal government a more open place in order to make us safer, strengthen public trust in government, and support our democratic principles. One of OTG's primary objectives is to "raise the visibility of a secrecy/openness message through work with the media, through our website, and through coordination with our partners, and with policy makers." To accomplish this goal, OTG routinely and systematically disseminates information through its website and regular policy and news updates. OTG engages in analysis and produces reports on developing and ongoing issues that are widely disseminated to the public.

EFF is a non-profit public interest organization that works "to protect and enhance our core civil liberties in the digital age."¹ One of EFF's primary objectives is "to educate the press, policymakers and the general public about online civil liberties."² To accomplish this goal, EFF routinely and systematically disseminates information through its heavily visited web site, online newsletter, blog, white papers, books, and podcasts. We note that the Department of Homeland Security, Department of State and National Security Agency have recognized that EFF qualifies as a "news media" requester, based upon the publication activities set forth below (see DHS stipulation, State Department letter, and NSA letter, attached hereto). We further note that the U.S. Court of Appeals for the D.C. Circuit has stressed that "different agencies [must not] adopt inconsistent interpretations of the FOIA." *Al-Fayed v. CIA*, 254 F.3d 300, 307 (D.C. Cir. 2001), quoting *Pub. Citizen Health Research Group v. FDA*, 704 F.2d 1280, 1287 (D.C. Cir. 1983).

Due to their extensive publication activities, OTG and EFF are "representative[s] of the news media" under the FOIA and agency regulations. As such, this request is subject only to duplication fees after the first 100 pages. However, all duplication fees should be waived, as discussed below, because disclosure of the information requested above is in the public interest.

Request for a Public Interest Fee Waiver

OpenTheGovernment.org and EFF are entitled to a waiver of duplication fees because disclosure of the requested information is in the public interest within the meaning of 5 U.S.C. § 552(a)(4)(a)(iii). To determine whether a request meets this standard, DOT considers whether "disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requestor." 49 C.F.R. § 7.44(e). This request clearly satisfies these criteria.

First, negotiations or agreements for services between federal agencies and technology companies concern the operations or activities of the government. *Id.* § 7.44(f)(1). The federal government's collaboration with private sector companies to digitize and disseminate agency holdings unquestionably constitutes government activity.

Second, disclosure of the requested information is likely to contribute to public understanding of federal government operations or activities. *Id.* § 7.44(f)(2). OTG and EFF have requested information that will shed light on the details of the work that Google and similar companies will perform for federal agencies. This information will contribute not only to OTG and EFF's understanding of the relationship between these companies and federal agencies, but to the understanding of a reasonably broad audience of persons interested in the subject. *Id.* §

¹ Guidestar Basic Report, Electronic Frontier Foundation, <http://www.guidestar.org/pqShowGsReport.do?npoId=561625> (last visited Nov. 27, 2007).

² *Id.*

Freedom of Information Act Request
November 28, 2007
Page 3

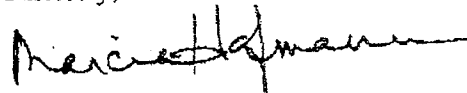
7.44(f)(3). OTG and EFF will make the information they obtain under the FOIA available to the public and the media through their web sites and newsletters, which highlight developments concerning privacy and civil liberties issues, and/or other channels discussed more fully above.

Finally, the disclosure will contribute *significantly* to the public's knowledge and understanding of the digitization agreements reached by technology companies and federal agencies. *Id.* § 7.44(f)(4). Disclosure of the requested information will not only inform the public about the terms of those agreements, but also the type and extent of the services performed for the agencies.

Furthermore, a fee waiver is appropriate here because OTG and EFF have no commercial interest in the disclosure of the requested records. *Id.* § 7.44(f)(5). Both entities are 501(c)(3) nonprofit organizations, and will derive no commercial benefit from the information at issue here.

Thank you for your consideration of this request. Should you have any questions concerning this request, please contact me at (415) 436-9333 x. 116. As the FOIA provides, we will anticipate your determination on this request within twenty (20) working days.

Sincerely,



Marcia Hofmann
Staff Attorney
Electronic Frontier Foundation

Attachments

Contracting Agency ID	Referenced IDV PIID	PIID	Product or Service Code	Product or Service Description	Actions	Action Obligation
FAA		DTFA0202X14170	T012	REPRODUCTION SERVICES	1	
FAA	DTFA0202X14170	DTFA0202X14170CALL0006	T012	REPRODUCTION SERVICES	2	\$53,000
FAA	DTFA0202X14170	DTFA0202X14170CALL0006	T012	REPRODUCTION SERVICES	1	\$67,000
FAA		DTFAAC08D00004	T013	TECHNICAL WRITING SERVICES	1	
FAA	DTFAAC08D00004	DTFAAC08D00004CALL000	T013	TECHNICAL WRITING SERVICES	1	\$42,500
FAA	DTFAAC08D00004	DTFAAC08D00004CALL000	T013	TECHNICAL WRITING SERVICES	1	\$33,750
FAA		DTFAAL04C00034	T006	FILM/VIDEO TAPE PRODUCTION SERVICE	3	\$538,175
FAA		DTFASW06C00068	T013	TECHNICAL WRITING SERVICES	1	\$335,765
FAA		DTFASW06C00068	T013	TECHNICAL WRITING SERVICES	1	\$85,000
FAA	GS25F0062L	DTFASW07F00039	T099	OTHER PHOTO MAPPING PRINTING SVC	1	\$26,810
FAA	GS10F0389P	DTFAWA05F00052	T013	TECHNICAL WRITING SERVICES	1	\$39,769
FAA	GS23F0204L	DTFAWA06F00090	T013	TECHNICAL WRITING SERVICES	4	\$122,117
FAA	GS35F0618N	DTFAWA06F00103	T013	TECHNICAL WRITING SERVICES	1	\$1,016,565
FAA	GS35F0618N	DTFAWA06F00103	T013	TECHNICAL WRITING SERVICES	1	\$1,054,580
FAA		DTFAWA06P00252	T016	AUDIO/VISUAL SERVICES	1	\$556,190
FAA		DTFAWA06P00252	T016	AUDIO/VISUAL SERVICES	1	\$109,300
FAA		DTFAWP05P00612	T012	REPRODUCTION SERVICES	2	\$149,973
FAA		DTFAWP07P00364	T012	REPRODUCTION SERVICES	1	\$130,127
FHWA	GS23F0097R	DTFH6104F00057	T001	ARTS/GRAPHICS SERVICES	2	\$49,170
FHWA	GS23F0160K	DTFH6106F00070	T001	ARTS/GRAPHICS SERVICES	1	\$87,556
FHWA		DTFH6106P00036	T012	REPRODUCTION SERVICES	1	\$10,810
FHWA		DTFH6106P00130	T016	AUDIO/VISUAL SERVICES	1	\$5,000
FHWA		DTFH6106P00146	T001	ARTS/GRAPHICS SERVICES	1	\$2,500
FHWA		DTFH6106P00150	T001	ARTS/GRAPHICS SERVICES	1	\$2,500
FHWA		DTFH6106P00152	T001	ARTS/GRAPHICS SERVICES	1	\$2,500
FHWA		DTFH6106P00155	T016	AUDIO/VISUAL SERVICES	1	\$5,000
FHWA		DTFH6107D00016	T013	TECHNICAL WRITING SERVICES	1	\$0
FHWA	GS23F0115K	DTFH6107F00069	T099	OTHER PHOTO MAPPING PRINTING SVC	2	\$288,163
FHWA		DTFH6107P00207	T099	OTHER PHOTO MAPPING PRINTING SVC	1	\$14,920
FHWA	DTFH6107D00016	DTFH6107T16001	T013	TECHNICAL WRITING SERVICES	2	\$304,000
FHWA	DTFH6107D00016	DTFH6107T16002	T013	TECHNICAL WRITING SERVICES	1	\$151,600
FHWA	DTFH6107D00016	DTFH6107T16003	T013	TECHNICAL WRITING SERVICES	1	\$50,000
FHWA	GS00F0002M	DTFH6806F00915	T002	CARTOGRAPHY SERVICES	1	\$30,000
FHWA		DTFH6806P00112	T002	CARTOGRAPHY SERVICES	1	\$93,086
FMCSA		DTMC7507P00094	T016	AUDIO/VISUAL SERVICES	1	\$4,453
FRA		DTFR5306P00443	T006	FILM/VIDEO TAPE PRODUCTION SERVICE	1	\$67,500
FRA		DTFR5307P00430	T006	FILM/VIDEO TAPE PRODUCTION SERVICE	1	\$13,125
FRA		DTFR5307P00456	T006	FILM/VIDEO TAPE PRODUCTION SERVICE	1	\$430
FRA		DTFR5307P00499	T016	AUDIO/VISUAL SERVICES	1	\$4,579
FRA		DTFR5308P00031	T011	PRINT/BINDING SERVICES	1	

NOTE

A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 08/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ0340-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) US DEPARTMENT OF COMMERCE 1 NATL OCEANIC AND ATMOSPHERIC ADMIN AIRCRAFT OPERATIONS CENTER PO BOX 6829 MACDILL AFB FL 33608-0829		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA02-02-X-14170	
		10B. DATED (SEE ITEM 13) 08/26/2002	
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.

(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) ARTICLE 11. CHANGES AND MODIFICATIONS & ARTICLE 15 TERMINATION

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

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

Purpose of Bi-Lateral modification of IAW Interagency Agreement DTFA02-02-X-14170 is to TERMINATE AGREEMENT IAW ARTICLE 15 TERMINATION.
See attached page three (3) for bilateral signatures of duly authorized representatives for changes and modifications IAW ARTICLE 11. CHANGES, MODIFICATION of subject agreement.
Any remaining dollar amount(s) on PRISM orders 0006 and 0007 will be deobligated and closed out after all three official signatures are received for subject TERMINATION. FAA/NACO Program Office/ Tech Officer Richard S. Jerdan.
Appendix B for POCs attached for reference.
All other terms and conditions remain unchanged.###
DISTR: T
Discount Terms: PROMPT 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) Judy A. Queen		
15B. CONTRACTOR/OFFEROR SEE ATTACHED (Signature of person authorized to sign)	15C. DATE SIGNED	16B. CONTRACT AUTHORITY SEE ATTACHED (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. ... DOCUMENT BEING CONTINUED
DTFA02-02-X-14170/0005

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

US DEPARTMENT OF COMMERCE 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FAA AC ACCTG OFC DOT/FAA AMZ-100 PO BOX 25710 OKLAHOMA CITY OK 73125 Period of Performance: 08/26/2002 to 09/30/2008				

Revised 7/27/2007
Revision 4

Appendix B
Points of Contact

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan
Title/Office: Manager, NACO Aeronautical Information Sub-Team
AJW-3531, Station 5631
Address: 1305 East West Highway
Silver Spring, MD 20910
Phone: 301-713-2817
Fax: 301-713-4489
E-Mail: Richard.S.Jerdan@faa.gov

FAA/NACO Financial Management

Name: Lynda E. Martinez
Office: Program and Resource Management Sub-Team, AJW-
351A, Station 3502
Address: 1305 East West Highway
Silver Spring, MD 20910
Phone: 301-713-2624 x113
Fax: 301-713-4587
e-mail: Lynda.E.Martinez@faa.gov

FAA Contract Administration

Name: Judy A. Queen
Office: FAA, Aeronautical Center, AMQ-340
Aviation, Medical and Training Acquisition
Division, MPB, RM 369
Address: PO Box 25082
Oklahoma City, OK 73125
Phone: 405-954-7838
Fax: 405-954-0042
e-mail: Judy.A.Queen@faa.gov


NOAA Program Office/Technical Officer

Name: Captain Brian Taggart
Title/Office: NOAA Marine and Aviation Operations,
Aircraft Operations Center, AOC-2
Address: PO Box 6829
MacDill AFB, FL 33608-0829
Phone: 813-828-3310 ext 3072
Fax: 813-828-3266
E-Mail: Brian.K.Taggart@noaa.gov

TERMINATION OF AGREEMENT IAW ARTICLES 11 AND 15

All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.


AGREED:



Captain Brian Taggart
NOAA Marine & Aviation Operations
Aircraft Operations Center, AOC-2
MacDill AFB, FL

Date:

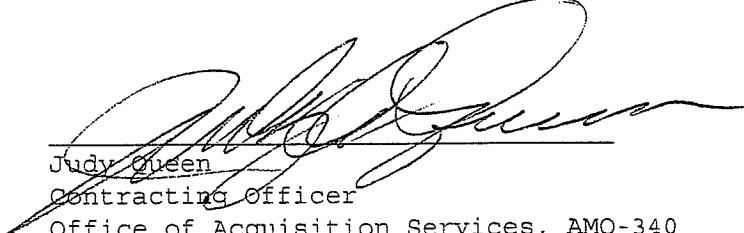
7/31/08



Thomas C. Accardi
Program Director
Aviation System Standards
Federal Aviation Administration

Date:

8/18/08



Judy Queen
Contracting Officer
Office of Acquisition Services, AMQ-340
Federal Aviation Administration

Date:

8/20/08

ENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ0340-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) US DEPARTMENT OF COMMERCE 1 NATL OCEANIC AND ATMOSPHERIC ADMIN AIRCRAFT OPERATIONS CENTER PO BOX 6829 MACDILL AFB FL 33608-0829		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA02-02-X-14170
			10B. DATED (SEE ITEM 13) 08/26/2002

ORIGINAL

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.

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)
ARTICLE 2 LEGAL AUTHORITY & ARTICLE 11. CHANGES AND MODIFICATIONS

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.)
See page three (3) for bilateral signatures.
Bi-Lateral modification IAW Interagency Agreement DTFA02-02-X-14170 to modify and update Appendices A and B IAW Article 11 of subject Agreement. Any estimated dollar amount(s) cited in Appendix A (attached) is IAW Article 2 of subject Agreement & will be reflected on a NEW delivery order for Fiscal Year 2008 requirements effective 10/1/2007 as funds become available.

All other terms and conditions remain unchanged.###

DISTR: T
Discount Terms: PROMPT 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) See page 5		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy A. Queen	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. CONTRACT AUTHORITY (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT DTFA02-02-X-14170/0004

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR

US DEPARTMENT OF COMMERCE 1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FAA AC ACCTG OFC DOT/FAA AMZ-100 PO BOX 25710 OKLAHOMA CITY OK 73125 Period of Performance: 08/26/2002 to 09/30/2010				

Interagency Agreement Number
DTFA-02-02-X-14170
Revision 4

Appendix A
FY 2008 Estimated Requirement / Cost

REQUIREMENT: The FY 2008 estimated requirement for aerial photography flown by the Citation is 9 Sectionals: Chicago, St. Louis, Memphis, New Orleans, Cincinnati, Detroit, Lake Huron, Montreal, Halifax.

COST: The associated cost is approximately \$83,887.67 per NOAA-AOC estimate dated 31 May 2007. See Article 8, Funding and Payment for guidance and terms.

DELIVERY BY: September 30, 2008.

REPORTS: A quarterly status report will be prepared by AOC and provided to the FAA/Program Office/Technical Officer two weeks after the end of each quarter. The report shall identify the Sectional Chart, the number of photo sites completed, the number of photos taken, and cost for the quarter.

Appendix A Modifications – Changes and/or modifications to the Agreement or appendices shall be in writing and signed by the parties. Ninety days prior to the start of each successive fiscal year, the FAA and NOAA will enter into negotiations for an estimated budget to accomplish the responsibilities set forth in Article 2 of the agreement. Should there be a failure to agree on a mutually acceptable budget, this agreement may be terminated subject of Article 14.

ATTACHMENT

Interagency Agreement Number
DTFA-02-02-X-14170
Revised 7/27/2007
Revision 4

Appendix B Points of Contact

FAA/NACO Program Office/Technical Officer

Name: Richard S. Jerdan
Title/Office: Manager, NACO Aeronautical Information Sub-Team
AJW-3531, Station 5631
Address: 1305 East West Highway
Silver Spring, MD 20910
Phone: 301-713-2817
Fax: 301-713-4489
E-Mail: Richard.S.Jerdan@faa.gov

FAA/NACO Financial Management

Name: Lynda E. Martinez
Office: Program and Resource Management Sub-Team, AJW-
351A, Station 3520
Address: 1305 East West Highway
Silver Spring, MD 20910
Phone: 301-713-2624 x113
Fax: 301-713-4587
e-mail: Lynda.E.Martinez@faa.gov

FAA Contract Administration

Name: Judy A. Queen
Office: FAA, Aeronautical Center, AMQ-340
Aviation, Medical and Training Acquisition
Division, MPB, RM 369
Address: PO Box 25082
Oklahoma City, OK 73125
Phone: 405-954-7838
Fax: 405-954-0042
e-mail: Judy.A.Queen@faa.gov

NOAA Program Office/Technical Officer


Name: Captain Brian Taggart
Title/Office: NOAA Marine and Aviation Operations,
Aircraft Operations Center, AOC-2
Address: PO Box 6829
MacDill AFB, FL 33608-0829
Phone: 813-828-3310 ext 3072
Fax: 813-828-3266
E-Mail: Brian.K.Taggart@noaa.gov

ATTACHMENT

Interagency Agreement Number
DTFA02-02-X-14170
Page 6A, Revision 4

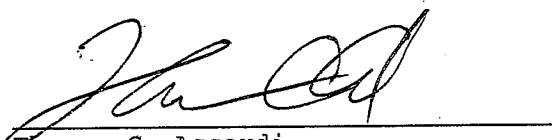
All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

AGREED:




Captain Brian Taggart
NOAA Marine & Aviation Operations
Aircraft Operations Center, AOC-2
MacDill AFB, FL

Date: 8/3/07



Thomas C. Accardi
Program Director
Aviation System Standards
Federal Aviation Administration

Date: 8/17/07



Judy Queen
Contracting Officer
Office of Acquisition Services, AMQ-340
Federal Aviation Administration

Date: 8/30/07

ATTACHMENT

2. AMENDMENT/MODIFICATION NO Modification (3)	3. EFFECTIVE DATE 7/12/2005	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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FAA, MIKE MONRONEY AERONAUTICAL CENTER
 AMT CONTRACTING TEAM AMQ-340
 P O BOX 25082
 OKLAHOMA CITY OK 73125-4929
 ATTN: Brenda Holmes

FOR MORE INFORMATION CONTACT:
 Name: Brenda Holmes
 Telephone No. (405) 954-7850

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO
---	-----	----------------------------------

US Department of Commerce
 National Oceanic & Atmospheric Administration
 Aircraft Operations Center
 PO Box 6829
 MacDill AFB, FL 33608-0829

ORIGINAL

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER

10B. DATED (SEE ITEM 13) 8-26-02 DTFA02-02-X-14170

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations

(X) 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 [] By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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 amendm 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 sp

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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.
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	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.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
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	D. OTHER (Specify type of modification and authority)
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X	ARTICLE 11, CHANGES AND MODIFICATIONS
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	E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return [1] copies to the issuing office.
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE AGREEMENT REFERENCED IN ITEM 10A ABOVE IS MODIFIED AS FOLLOWS:

I. Pages 3, 4, and 5, are hereby deleted and revised pages 3R, 4R, and 5R, are incorporated in leau thereof.

Continued on next page

15A. NAME AND TITLE OF SIGNER ((Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
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Brenda Holmes
Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
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See attached
(Signature of person authorized to sign)

BY: See attached
(Signature of Contracting Officer)

Page 3R, ARTICLE 8, FUNDING AND PAYMENT, in paragraph b., is revised to change the Payment procedures. Page 4R, ARTICLE 11, CHANGES, MODIFICATIONS, in paragraph a., is revised to change the changes and modification procedures. Page 5R, ARTICLE 16, EFFECTIVE DATE AND TERM is revised to change the term of agreement to September 30, 2010.

II. Page 6A is added to change the duly authorized representatives for changes, and modifications.

ARTICLE 7. POINTS OF CONTACT

Points of contact for each party to this Agreement are identified in the current issue of Appendix B.

ARTICLE 8. FUNDING AND PAYMENT

a. Funding:

1. The FAA shall reimburse to the NOAA-AOC for actual costs incurred in providing the products and services furnished during the effective period of performance. This agreement shall be funded by fiscal year.

2. Funding must be obligated by the FAA and NOAA-AOC in the fiscal year which it is appropriated.

3. The FAA Technical Officer shall be notified at least 60 days prior to termination of the program by NOAA-AOC, when/if the funding allocation is not sufficient to provide the products and services as requested by FAA. The continuation of the program will then be subject to the availability of additional funds from the FAA.

4. Upon termination or expiration of this Agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned to the FAA.

5. Appendix A Modifications - Ninety days prior to the start of each successive fiscal year, NOAA-AOC will provide the FAA a new cost estimate for the upcoming fiscal year, to accomplish the responsibilities set forth in Article 2,k above. Should there be a failure to agree on a mutually acceptable cost estimate, this agreement may be terminated subject to Article 15.

b. Payment shall be made through the Internet Payment and Collection (IPAC) System. Any reference to "OPAC" throughout the agreement shall be understood to be "IPAC".

1. On a quarterly basis, NOAA-AOC will initiate payment for this program via the OPAC system. Any OPAC, in whole or in part, that exceeds the funding limit identified in the FAA delivery order, or its written modification(s), will be charged back to the NOAA-AOC.

2. NOAA-AOC shall forward a copy of each OPAC, with supporting documentation, to the FAA as follows:

A. FAA Program Office/Technical Officer (see Appendix B)

B. FAA, Mike Monroney Aeronautical Center
Accounts Payable Branch, AMZ-110
PO Box 2582
Oklahoma City, OK 73125

NOTE: Supporting documentation will include a written account of the year-to-date obligations/expenditures for this program. The Technical Officers are responsible for mutually determining the appropriate line item details.

3. A properly executed OPAC shall cite the following information:

FAA ACL 69001104
Interagency Agreement Number
FAA-AVN Fund Site
Fiscal Year

4. The online transaction will be received by the FAA's Cash Operations Branch (AMZ-2A) for internal processing.

ARTICLE 9. LIMITATION OF FUNDS

The FAA's liability to make payments to NOAA-AOC is limited to the amount of funds obligated herein, including written modification to this Agreement and/or appendices.

ARTICLE 10. APPROVAL OF PRIME CONTRACT/MODIFICATIONS

Reserved

ARTICLE 11. CHANGES, MODIFICATIONS

a. Changes and/or modification to this Agreement or appendices shall be in writing **and signed by a FAA Contracting Officer and the NOAA Program Technical Officer, or their duly authorized representatives acting within the scope of their authority.** No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All requests for interpretation or modification shall be in writing.

b. The FAA Technical Officer identified in Appendix B is responsible for the technical administration of this Agreement. The FAA Technical Officer is not authorized to make any changes to impact the cost, schedule or performance of the Agreement without the written consent of the FAA Contracting Officer.

ARTICLE 12. ORDER OF PRECEDENCE

This Agreement and current appendixes shall be read and interpreted as a consistent whole.

ARTICLE 13. PROTECTION OF INFORMATION

Subject to legal requirements, including the Freedom of Information Act, the parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 14. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disputes through good faith negotiations, both parties mutually covenant and agree to appoint program managers to represent their respective parties for the purpose of resolving dispute(s) that may arise as a result of this Agreement. If a dispute(s) cannot be resolved, the party initiating the dispute may choose to revoke this Agreement in accordance with Article 15, or provide a written request to the next highest level of authority to arbitrate the dispute(s). A written request to resolve the dispute(s), must contain a concise synopsis of the dispute(s), and be accompanied by a copy of the original Agreement and all amendments. Any request to resolve the dispute shall not exceed the level of authority of the signatures affixed herein.

ARTICLE 15. TERMINATION

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination dates) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligation, which might require payment.

ARTICLE 16. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of last signature and shall continue in effect until September 30, 2010, or until earlier terminated by the parties, as provided herein.

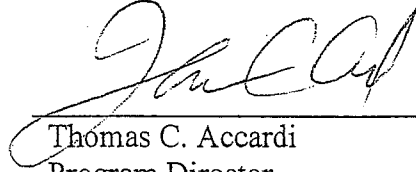
All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

AGREED:



Rear Admiral Samuel P. De Bow, Jr., NOAA
Director, Office of Marine and Aviation
Operations Centers
Nat'l Oceanic and Atmospheric Administration

Date: June 6, 2005



Thomas C. Accardi
Program Director,
Aviation System Standards
Federal Aviation Administration

Date: 7/1/05



Brenda Holmes
Contracting Officer,
Office of Acquisition Services
Federal Aviation Administration

Date: 7/12/05