

mod

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0019	3. EFFECTIVE DATE 03/30/2007	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) AERO TECH SERVICE ASSOCIATES INC 909 S MERIDIAN AVE, STE 200 OKLAHOMA CITY OK 73108-1639		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA02-02-D-07884	
		10B. DATED (SEE ITEM 13) 03/20/2002	
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.

<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) OPTION TO EXTEND SERVICES AMS 3.2.4-34

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.)

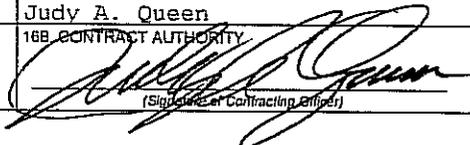
I. Contract modification #19 to increase annual hours projected for a NTE 6-month extension of contracting services IAW contract provisions. Revised Pricing Schedule B is attached.

II. Add Modified Schedule B Page 6RBA dated 2/13/2007, Mod #19.

III. The ESTIMATED value of the contract is INCREASED by \$1,500,000.00 from \$28,959,546.75, to \$ 30,459,546.75

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.##
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	15C. DATE SIGNED	16B. CONTRACT AUTHORITY	16C. DATE SIGNED
(Signature of person authorized to sign)			2/13/07
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFA02-02-D-07884/0019

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

AERO TECH SERVICE ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>DISTR: TS LIST OF CHANGES:</p> <p>Discount Terms: PROMPT NET 30 Mark For: MARIANNE MCDANIEL, AMA-205</p> <p>FOB: Unknown Period of Performance: 03/30/2006 to 09/29/2007 Delivery Location Code: A69733KF A69733KF 69733K FAA AERO CENTER, AMA-400 AIRWAY FACILITIES DIV, STB, RM 123 6500 S MCARTHUR BLVD F OKLAHOMA CITY OK 731696900 US</p> <p>Add Item 0004 as follows:</p> <p>6-MONTH EXTENSION 3/30/2007 - 9/29/2007 (Not to exceed 6 months) Airway Facilities Instructional Support Services Option Year Four IAW provisions of subject contract and Statement of Work (SOW). Any Supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by activities designated in the pricing Schedule B. Work Orders (WO) and/or Performance Work Statements (PWS) will be included as applicable. ISO9000: N Electronic & IT: 03 Award Type: Time-and-materials Accounting Info:</p>				

PART I - SECTION (SCHEDULE) B
 SUPPLIES OR SERVICES AND PRICES/COSTS

Page 6R8A
 Mod 19
 Effective 3/30/07

FOURTH OPTION YEAR with
 NTE 6-MONTH EXTENSION

B.1(b) SCHEDULE OF RATES//REVISIED CLINS INDICATED BY SIDE BARS

CLIN	Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Estimated Total Amount
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN	26,640	HR	\$54.29	\$1,446,285.60
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	85,000	HR	\$45.69	\$3,883,650.00
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ 38.26	\$ 573,900.00
5.1	COMPUTER OPERATOR III	5888	HR	\$32.64	\$ 192,184.32
6.1	ILLUSTRATOR II	1500	HR	\$34.26	\$ 51,390.00
7.1	TECHNICAL WRITER	750	HR	\$34.68	\$ 26,010.00
8.1	FIRST LINE SUPERVISOR				
8.2	FULL TIME	2664	HR	\$55.81	\$ 148,677.84
8.3	PART TIME	2,250	HR	\$ 55.32	\$ 124,470.00
9.1	PROGRAM MANAGEMENT/CLERK TYPIST				
9.2	PROJECT MANAGER	1776	HR	\$66.18	\$ 117,535.68
9.3	ASSISTANT PROJECT MGR	1776	HR	\$58.34	\$ 103,611.84
9.4	CLERK TYPIST	1776	HR	\$31.94	\$ 56,725.44
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)				% 10
11.1	EXPERTISE PREMIUM				To be negotiated
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS				NOT TO EXCEED \$30,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0018	3. EFFECTIVE DATE 02/05/2007	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) AERO TECH SERVICE ASSOCIATES INC 909 S MERIDIAN AVE, STE 200 OKLAHOMA CITY OK 73108-1639		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA02-02-D-07884	
		10B. DATED (SEE ITEM 13) 03/20/2002	

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 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) Mutual Agreement of the Parties T3.10.1A6(b)(1)(c)

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.)

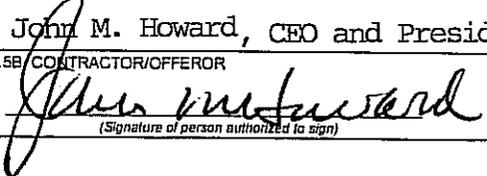
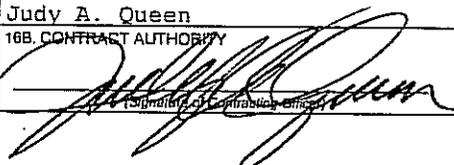
I. Contract modification 18 (No #17; PRISM skipped # 17) to reduce guaranteed minimum hours by reducing annual hours projected IAW Schedule B Pricing Schedule B, 4th Option Year for CLIN 2.1.

II. DELETE Page 6R7A dated 9/6/06 (Mod 16). INSERT page 6R8 dated 2/5/2007 Mod 18 (Attached)

III. The ESTIMATED value of the contract is DECREASED by (\$144,625.56); from \$29,104,172.31, to \$28,959,546.75.

IV. Add AMS contract clause 3.3.1-33, Central Contractor Registration (CCR), required to be 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) John M. Howard, CEO and President		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 12 Feb 2007	16B. CONTRACT AUTHORITY 	16C. DATE SIGNED 2/12/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFA02-02-D-07884/0018

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR

AERO TECH SERVICE ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>included in contracts performed at an FAA work location effective immediately. (Attached)</p> <p>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.##</p> <p>DISTR: TS</p> <p>Discount Terms: PROMPT NET 30 Period of Performance: 03/30/2005 to 03/29/2007</p>				

PART I - SECTION (SCHEDULE) B
SUPPLIES OR SERVICES AND PRICES/COSTS

Page 6R8

Mod 18

Effective 2/5/07

FOURTH OPTION YEAR

B.1(b) SCHEDULE OF RATES

CLIN	Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Estimated Total Amount
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN	19,536	HR	\$54.29	\$1,060,609.44
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$45.69	\$3,198,300.00
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ 38.26	\$ 573,900.00
5.1	COMPUTER OPERATOR III	5000	HR	\$32.64	\$ 163,200.00
6.1	ILLUSTRATOR II	1000	HR	\$34.26	\$ 34,260.00
7.1	TECHNICAL WRITER	250	HR	\$34.68	\$ 8,670.00
8.1	FIRST LINE SUPERVISOR				
8.2	FULL TIME	1776	HR	\$55.81	\$ 99,118.56
8.3	PART TIME	1500	HR	\$ 55.32	\$ 82,980.00
9.1	PROGRAM MANAGEMENT/CLERK TYPIST				
9.2	PROJECT MANAGER	1776	HR	\$66.18	\$ 117,535.68
9.3	ASSISTANT PROJECT MGR	1776	HR	\$58.34	\$ 103,611.84
9.4	CLERK TYPIST	1776	HR	\$31.94	\$ 56,725.44
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)				% <u>10</u>
11.1	EXPERTISE PREMIUM				To be negotiated
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS				NOT TO EXCEED \$30,000.00

3.3.1-33 Central Contractor Registration (April 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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 CCR 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://www.dnb.com/>; 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 CCR 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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 T3.10.1.A-8, 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 CCR database;
- (B) comply with the requirements of T3.10.1.A-8; 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 CCR 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 CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE AMQ0340-ARC 7. ADMINISTERED BY (If other than Item 6) CODE AMQ340-ARC

AMQ-340 CONTRACT MANAGEMENT TEAM
 FAA AERONAUTICAL CENTER
 PO BOX 25082
 MPB ROOM 369
 OKLAHOMA CITY OK 73125

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 AERO TECH SERVICE ASSOCIATES INC
 909 S MERIDIAN AVE, STE 200
 OKLAHOMA CITY OK 73108-1639

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

DUPLICATE ORIGINAL

10A. MODIFICATION OF CONTRACT/ORDER NO.
 DTFA02-02-D-07884
 10B. DATED (SEE ITEM 13)
 03/20/2002

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 6 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.)
 See Schedule \$0.00

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)
 Mutual Agreement of the Parties

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.)

- I. Contract modification 16 to reduce guaranteed minimum hours by reducing annual hours projected IAW Schedule B Pricing Schedule B, 4th Option Year for CLIN 2.1.
- II. DELETE Page 6R7 dated 3/13/06 (Mod 15). INSERT page 6R7A date d 9/12/06 Mod 16 (Attached)
- III. The ESTIMATED value of the contract is DECREASED by \$433,885.68; from \$29,538,057.99, to \$29,104,172.31.
- IV. Add AMS contract clauses 3.1.7-6 Disclosure of Certain Employee Relationships and 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)
 John M. Howard, CEO and President Judy A. Queen

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. CONTRACT AUTHORITY 16C. DATE SIGNED
 [Signature] 09/12/2006 [Signature] 9/12/06

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFA02-02-D-07884/0016

PAGE 2 OF 7

NAME OF OFFEROR OR CONTRACTOR

AERO TECH SERVICE ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3.6.2-35 Prevention of Sexual Harassment required to be included in contracts performed at an FAA work location effective immediately. (Attached)</p> <p>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.##</p> <p>DISTR: TS</p> <p>Discount Terms: PROMPT NET 30</p> <p>Period of Performance: 03/30/2005 to 03/29/2007</p>				

PART I - SECTION (SCHEDULE) B
 SUPPLIES OR SERVICES AND PRICES/COSTS

Page GR7A
 Mod 16
 9/6/2006

FOURTH OPTION YEAR

B.1(b) SCHEDULE OF RATES

CLIN	Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Estimated Total Amount
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN	22,200	HR	\$54.29	\$1,205,238.00
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$45.69	\$3,198,300.00
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ 38.26	\$ 573,900.00
5.1	COMPUTER OPERATOR III	5000	HR	\$32.64	\$ 163,200.00
6.1	ILLUSTRATOR II	1000	HR	\$34.26	\$ 34,260.00
7.1	TECHNICAL WRITER	250	HR	\$34.68	\$ 8,670.00
8.1	FIRST LINE SUPERVISOR				
8.2	FULL TIME	1776	HR	\$55.81	\$ 99,118.56
8.3	PART TIME	1500	HR	\$ 55.32	\$ 82,980.00
9.1	PROGRAM MANAGEMENT/CLERK TYPIST				
9.2	PROJECT MANAGER	1776	HR	\$66.18	\$ 117,535.68
9.3	ASSISTANT PROJECT MGR	1776	HR	\$58.34	\$ 103,611.84
9.4	CLERK TYPIST	1776	HR	\$31.94	\$ 56,725.44
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)				% <u>10</u>
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00

3.1.7-6 Disclosure of Certain Employee Relationships (October 2005)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(End of clause)

3.6.2-35 Prevention of Sexual Harassment (August 1998)

(a) 'Sexual Harassment', as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.

(b) It is FAA policy that sexual harassment will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

(c) The Contractor agrees to support this policy in performing work under this contract, and that sexual harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address sexual harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in sexual harassment.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

(End of clause)

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

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

REVISED

1.13-3	COST/SCHEDULE STATUS REPORT PLANS (APRIL 2000)
3.1.7-6	DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (October 2005)
3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997) 3.2.2.3-8 AUDIT AND RECORDS (APRIL 1996)
3.2.2.3-25	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APRIL 1996)
3.2.2.3-26	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (APRIL 1996)
3.2.2.3-27	SUBCONTRACTOR COST OR PRICING DATA (APRIL 1996)
3.2.2.3-28	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (APRIL 1996)
3.2.2.3-29	INTEGRITY OF UNIT PRICES (APRIL 1996)
3.2.2.3-31	FACILITIES CAPITAL COST OF MONEY (APRIL 1996)
3.2.2.3-32	WAIVER OF FACILITIES CAPITAL COST OF MONEY (APRIL 1996)
3.2.2.3-33	ORDER OF PRECEDENCE (NOVEMBER 1997)
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
3.2.4-5	ALLOWABLE COST AND PAYMENT (OCTOBER 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
3.2.5-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999) 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.2.5-11	DRUG FREE WORKPLACE (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-9	INTEREST (APRIL 1996) 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17	PROMPT PAYMENT (AUGUST 1998)
3.3.1-25	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (JUNE 2001)
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)
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (APRIL 1996)
3.6.1-4	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JUNE 1999)
3.6.1-6	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (APRIL 1996)
3.6.2-2	CONVICT LABOR (APRIL 1996)
3.6.2-4	WALSH-HEALEY PUBLIC CONTRACTS ACT (APRIL 1996)
3.6.2-9	EQUAL OPPORTUNITY (AUGUST 1998)
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998) 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JANUARY 1998)

3.6.2-28.1.1 SERVICE CONTRACT ACT OF 1965, as Amended (April 1996)
3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (August 1998)
3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996) 3.10.1-3 | PENALTIES FOR
UNALLOWABLE COSTS (OCTOBER 1996)
3.10.1-7 BANKRUPTCY (APRIL 1996)
3.10.1-13 CHANGES--COST-REIMBURSEMENT (APRIL 1996)
3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS)
(OCTOBER 1996)
3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)
3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)