

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 10/01/2009	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-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125	CODE AMQ310-ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) DATA MANAGEMENT SERVICES JOINT VENTURE 8630 FENTON ST, STE 406 SIVBR SPRING MD 20910		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DTEAAC-07-D-00057 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 08/08/2007	
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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: AMS Clause 3.2.4.35 and 3.10.1-12
<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.)

Mod 003 Issued to exercise the Option and allow orders against Option Yr 2 CLINs

FIRST: IAW the Contract Clause 3.2.4-35 Option to Extend the term of the contract, Option Yr 2 - Oct. 1, 2009 thru Sept. 30, 2010 is exercised represented as follows:

- CLIN 0016 Operational Support (Program Management, Adm. Support, and reports
 - CLIN 0017 Instructional Support Services Onsite
 - CLIN 0018 Instructional Support Services (Field Service)
 - CLIN 0019 Instructional Support Services (Design/Development, or redesign)
 - CLIN 0020 Travel (transportation and subsistence)
 - CLIN 0021 Subcontract Cost
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)	
15B. CONTRACTOR/OFFEROR		16B. CONTRACT AUTHORITY	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Avis Franklin
 [Signature]
 9-22-09

NAME OF OFFEROR OR CONTRACTOR

DATA MANAGEMENT SERVICES JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 0022 Phase Out (when requested by the government)</p> <p>SECOND: The total estimated value of Option Yr 2 is 4,726,153.00 (estimated) in accordance with the established Contract.</p> <p>***** Mod 002 created to allow orders against Option Yr 1 CLINS. NO DISTRIBUTION ----- FOR FILE ONLY ***** This modification 0001 is issued to exercise Option Yr 1, incorporate the revised PWS, and resulting price revision.</p> <p>FIRST: IAW the Contract Clause 3.2.4-35 Option to Extend the term of the contract, Option Yr 1 - Oct. 1, 2008 thru Sept. 30, 2009 is exercised represented as follows: CLIN 0009 Operational Support (Program Management, Adm. Support, and reports CLIN 0010 Instructional Support Services Onsite CLIN 0011 Instructional Support Services (Field Service) CLIN 0012 Instructional Support Services (Design/Development, or redesign) CLIN 0013 Travel (transportation and subsistence) CLIN 0014 Subcontract Cost CLIN 0015 Phase Out (when requested by the government)</p> <p>SECOND: The Department of Labor Wage Determination (WD) 05-2109 ref. 6 dated 5/29/2008 is hereby incorporated and attached.</p> <p>THIRD: FAA CMEL PWS revisions (via related attachments dated 08/01.08) for Option Yr 1 are hereby incorporated into the contract. The PWS Appendix A-Rev C (revised Technical Support, page 2) task description is applicable to the CLIN 0009 Operational Support, and the PWS Appendix C identifies the projected FY 09 workload.</p> <p>FOURTH: As a result of increased requirements described by the PWS revisions, the Option Yr 1 total estimated price is increased by \$ 52,696.45</p> <p>FROM: \$4,284,568.00 TO: 4,337,264.45.00</p> <p>FIFTH: The increase to requirements for Operational Support result in a total increase in contract value (if all options are exercised) by \$221,934.00</p> <p>FROM: \$23,932,655.82 estimated TO: 24,154,588.49</p> <p>SIXTH: All other provisions of the Contract remain unchanged and in full force and effect.</p> <p>*****</p> <p>This document incorporates the pricing summary, and provisions identified in Section Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C thru J attached herein (36 pages). Sections K thru M of the SIR DTFAAC-07-R-12146 incorporated by reference.</p> <p>Instruction is priced per Instruction Day as defined by Appendix C courses, applicable Instructors required, and number of Instruction days. The Contractors proposed prices represented in the SIR submittal as page 12r and 13r have been incorporated into the contract as page 17, and 18 of 53.</p> <p>The Contractor's proposed cancellation charge of 25% has been accepted as proposed. IAW Clause H.3 Cancellation Policy, a 25% cancellation charge is applicable to the total task order amount for Instructional Deliveries plus any non-refundable FAA authorized travel expenses.</p> <p>This is an Indefinite Delivery/Indefinite Quantity Contract. The base year guaranteed minimum is \$1,000,000.00, and the maximum value will not exceed \$6,300,000.00.</p> <p>Period Of Performance OPTION YR 2 Oct. 01, 2009 through Sept. 30, 2010</p> <p>MOD 003 List of changes</p> <p>FIRST: The following option period CLINS are available for Delivery Order.</p> <p>CHANGES FOR LINE ITEM NUMBER: 16 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 17 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 19 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 20 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 21 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 22 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 18 Exercised option</p> <p>Second: Total Amount for this Modification: \$0.00</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0016	<p>***** OPTION YEAR 2 (Oct. 1, 2009 thru Sept. 30, 2010) *****</p> <p>FIRM FIXED PRICE TOTAL = \$2,092,929.00</p> <p>OP-2 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLS.</p> <p>Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03</p> <p>Change Item 0017 to read as follows (amount shown is the obligated amount):</p>				
0017	<p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,406,608.00</p> <p>OP-2 Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>Continued ...</p>				

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DATA MANAGEMENT SERVICES JOINT VENTURE

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic & IT: 03</p> <p>The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p> <p>Change Item 0018 to read as follows (amount shown is the obligated amount):</p> <p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$374,562.00</p>				
0018	<p>OP-2 Offsite Instructional Support Services For Field Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic & IT: 03</p> <p>The established fixed prices per category are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p> <p>Change Item 0019 to read as follows (amount shown is the obligated amount):</p> <p>FIXED HOURLY RATE Total Estimated Price = \$499,554.00</p>				
0019	<p>OP-2 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.</p> <p>Instructional Design/Developers Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO DOCUMENT BEING CONTINUED
 DTFAAC-07 00057/0003

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NAME OF OFFEROR OR CONTRACTOR

DATA MANAGEMENT SERVICES JOINT VENTURE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Quantity Estimated = 8172 Total Hours FIXED HOURLY RATE = \$ 61.13</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p> <p>Change Item 0020 to read as follows (amount shown is the obligated amount):</p> <p>COST REIMBURSABLE TOTAL COST = \$302,500.00 (estimated by the Government)</p>				
0020	<p>OP-2 Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CIA 4531 entitled Reimbursement of Travel Costs.</p> <p>Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic & IT: 03</p> <p>All travel requirements to be requested by the Government and authorized by the CO in advance of travel.</p> <p>The Contractor's handling charge of [REDACTED] is applicable in accordance with CLAUSE 4531.</p> <p>Change Item 0021 to read as follows (amount shown is the obligated amount):</p> <p>COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)</p>				
0021	<p>OP-2 Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic & IT: 03</p> <p>Requirements to be tasked by the government, and sources to be determined by the Prime Contractor. Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0022	<p>Change Item 0022 to read as follows (amount shown is the obligated amount):</p> <p>FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)</p> <p>DP-2 Phase Out When requested by the government Price To Be Negotiated (TBN)</p> <p>ISO9000; N Electronic & IT: 03</p>				