

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 10/01/2011	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) DATA MANAGEMENT SERVICES JOINT VENTURE 8630 FENTON ST, STE 406 SIVER SPRING MD 20910		(X) 9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFAAC-07-D-00057
		10B. DATED (SEE ITEM 13) 08/08/2007
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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: AMS 3.10.1-12 and 1-14 Changes
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) AMS 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 1 copies to the issuing office.

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

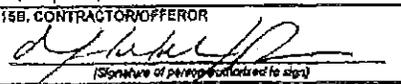
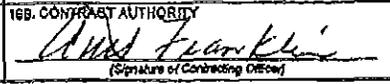
MOD 007 Issued to exercise the Option Yr 4 and incorporate the revised prices associated with AMR-3 PWS revisions, and AMS Clause updates.

Period of Performance: 01-OCT-11 thru 30-SEP-12  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$6,001,092.00  
 New Total Amount for this Award: \$24,403,803.12 Estimated

MOD 007 LIST OF CHANGES:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Magdalena R. Silva		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Avis Franklin	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/20/2011	16B. CONTRACT AUTHORITY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/21/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057/0007

PAGE OF  
2 18

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>FIRST: IAW the Contract Clause 3.2.4-35 Option to Extend the term of the contract, Option Yr 4 - Oct. 1, 2011 thru Sept. 30, 2012 is exercised represented as follows:</p> <p>CLIN 0030 Operational Support (Program Management, Adm. Support, and reports).                      CLIN 0031 Instructional Support Services Onsite                      CLIN 0032 Instructional Support Services (Field Service)                      CLIN 0033 Instructional Support Services (Design/Development, or redesign)                      CLIN 0034 Travel (transportation and subsistence)                      CLIN 0035 Subcontract Cost                      CLIN 0036 Phase Out (when requested by the government)</p> <p>SECOND: FAA CMEL OPTION YR 4 Requirements for Support services are described by the following documents and incorporated herein.</p> <p>AMA-3 PWS version t.3 and Appendix A rev. F, both dated 12/09/2009                      Appendix B Contract Support Position Descriptions Rev. C,                      Appendix C dated 7/27/2011 which represents the projected core workload (attached 4 pgs).</p> <p>THIRD: DOL Wage Determination (2005-2109 rev. 11) dated 06/13/2011 is hereby incorporated (attached 9 pgs).</p> <p>FOURTH: Option Yr 4 incorporates CLIN 0030 revision and CLIN 0033 revision as a result of AMA-3 current CMEL requirements. The increases are identified as follows:</p> <p>CLIN 0030 Operational support is increased by 101,195.00                      FROM: \$2,260,248.00 FIXED \$2,361,443.00 FIXED</p> <p>CLIN 0033 Instructional Design/Development is increased by: \$101,195.00 FROM: \$ 689,858.00 estimated \$807,533.00 estimated</p> <p>FIFTH: As a result of Part "Fourth" above the total estimate (all Clins) for Option Yr 4 is increased by                      \$ 218,870.00</p> <p>FROM: \$5,782,222 TO: \$6,001,092.00 Estimated</p> <p>SIXTH: AMS clauses have been updated and are hereby incorporated via Attachment identified herein (11 pages AMS Clause Update).</p> <p>SEVENTH: All other provisions of the contract remain unchanged and in full force and effect.</p> <p>*****                      *****</p> <p>Continued ...</p>								

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057/0007

PAGE OF  
3 18

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>This document incorporates the pricing summary, and provisions identified in Section 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>New Administration Address: AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125</p> <p>CHANGES FOR LINE ITEM NUMBER: 30 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 31 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 32 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 33 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 34 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 35 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 36 Exercised option</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF LINE ITEM BEING CONTINUED  
DTFAAC-07-D-00057/0007

PAGE OF  
4 18

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)
	Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 FOB: Destination Period of Performance: 10/01/2010 to 09/30/2012  Change Item 0030 to read as follows (amount shown is the obligated amount):  ***** OPTION YEAR 4 (Oct. 1, 2011 thru Sept. 30, 2012) *****  FIRM FIXED PRICE TOTAL = \$2,361,443.00				
0030	OP-4 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLS.  Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03  Change Item 0031 to read as follows (amount shown is the obligated amount):  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,908,804.00				
0031	OP-4 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).  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  The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTEAAC-07-D-00057/0007

PAGE OF  
5 18

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)
0032	<p>and attached following section B.</p> <p>Change Item 0032 to read as follows (amount shown is the obligated amount):</p> <p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$507,287.00</p> <p>Op-4 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 &amp; IT: 03</p> <p>The established fixed prices per category are listed in the SIR ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p>				
0033	<p>Change Item 0033 to read as follows (amount shown is the obligated amount):</p> <p>FIXED HOURLY RATE Total Estimated Price = \$807,533.00</p> <p>OP-4 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.</p> <p>Quantity Estimated = 10435 IDD Total Hours FIXED HOURLY RATE(S): IDD: \$ 66.11 CBT: \$44.22 (1840 hrs) Editor: \$39.47 (920 hrs)</p> <p>ISO9000: N Electronic &amp; IT: 03</p> <p>Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p> <p>Continued ...</p>				

(M) ID

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057/0007

PAGE OF  
6 18

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)
0034	<p>Change Item 0034 to read as follows (amount shown is the obligated amount):</p> <p>COST REIMBURSABLE TOTAL COST = \$366,025.00 (estimated by the Government)</p> <p>OP-4 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 CLA 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 &amp; 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>				
0035	<p>Change Item 0035 to read as follows (amount shown is the obligated amount):</p> <p>COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)</p> <p>OP-4 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 &amp; IT: 03</p> <p>Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.</p>				
0036	<p>Change Item 0036 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>OP-4 Phase Out When requested by the government Price To Be Negotiated (TBN) Continued ...</p>				

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)
	ISO9000: N Electronic & IT: 03				