

2. AMENDMENT/MODIFICATION Modification 010	3. EFFECTIVE DATE July 21, 2003	4. REQUISITION/PURCHASE REQ	5. PROJECT (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
 CONTRACT MANAGEMENT DIVISION AMQ-340  
 P O BOX 25082  
 OKLAHOMA CITY OK 73125-4932

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  DataCom Sciences, Inc. 7100 N. Classen Blvd, Suite 400 Oklahoma City, OK 73116	(X)	9A. AMENDMENT OF SOLICITATION  9B. DATED (SEE ITEM 11)
CODE  FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER DTFA-02-00-D-01353 10B. DATED (SEE ITEM 13) 11/1/99

**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 numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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)**

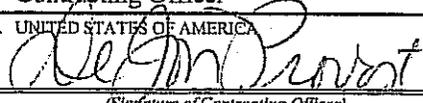
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER IN ITEM 10A.
X	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 AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
	E.

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

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

Contract DTFA-02-00-D-01353 is modified as follows:  
  
See page two for details of changes.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DeJon Provost Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: 	16C. DATE SIGNED 7/21/03
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

I. Due to the security residency requirement set forth in FAA Order 1600-72 which is covered by CLA (local clause) 4544, a contract modification is issued to incorporate the revised security procedures effective immediately.

II. Section H, page 29 of contract:

**ADD:** pages 29a – 29b, H.30, 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (DEC 2002) CLA 4543 (attached).

Selection I, page 36 as referenced in MOD (TWO) of contract:

**DELETE:** AMS Clause 3.13-8, "FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (FEB 2000).

**ADD:** page 29c, H.31 "FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (DEC 2002) CLA 4544 (renumbered and revised) (attached).

III. The total estimated value of the contract remains unchanged. All other terms and conditions remain unchanged and in full force and effect.

**H.30 3.14-2 Contractor Personnel Suitability Requirements  
(DEC 2002) (AS REVISED 7/25/01)**

CLA.4543

## (a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-l and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk level for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
ALL CATERGORIES ARE CONSIDERED RISK LEVEL	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:  
Mgr., Investigations and Internal Security Branch, AMC-700  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which complete forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All list should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-l, and 409 of FAA Order 1600.72 do not apply.

**H.31 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (DEC 2002) CLA.4544**

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.14-2 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.