

AMENDMENT OF SOLICITATION, MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO <b>THREE (3)</b>	3. EFFECTIVE DATE <b>5/1/00</b>	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable) <b>1   2</b>
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
CENTER CONTRACT MANAGEMENT TEAM AMQ-340  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4929

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ADVANCIA INC. 10001 S. Pennsylvania, Bldg M, Suite 220 OKLAHOMA CITY, OK 73159	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER DTFA-02-99-D-05507
	10B. DATED (SEE ITEM 13) 2-16-99

CODE	FACILITY CODE
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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  copy 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 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 checked="" 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, PURSUANT TO THE AUTHORITY OF AMS T3.10-6b(2).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input checked="" type="checkbox"/>	UNILATERAL MODIFICATION (See Below)
<input checked="" type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)  
The contract is hereby modified in accordance with the contract clause, Changes - Time & Materials or Labor Hours (April 1996)

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) <b>TERRI O'RORKE</b> Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY: <i>Terr O'Rorke</i> (Signature of Contracting Officer)
	16C. DATE SIGNED <b>5/19/00</b>

The purpose of this modification is to incorporate recent changes in security procedures as shown on below:

**Section H:**

*Delete:* H.5 – “Government Issued Keys/Identification Badges and Vehicle Decals” (April 1998)

*Add:* H.5 – “Government Issued Keys/Identification Badges and Vehicle Decals” (April 2000)

*Delete:* H.7 – “Notification of Criminal Activity by Contract Employee (Jan 1997)

*Add:* H.7 – “Notification of Criminal Actiivty by Contract Employee (Mar 2000)

**Section I:**

*Add:* AMS Clause 3.13-6, Security Requirements (March 2000) Revised; attached.

*Add:* AMS Clause 3.13-8 Foreign Nationals as Contractor Employees (Feb 2000); attached.

H.5 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES  
AND VEHICLE DECALS (APRIL 2000)

CLA. 3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR).

When contract employees who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three work days. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

© Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys, vehicle decals and RUSCARDS issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under AMS Clause 3.13-6 Security Requirements.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS Clause 3.13-6, Security Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contact employees. Final clearance will be accomplished by close of business the final work-day of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COR, CO, and AMC-700 after completion.

H.7 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (MAR 2000)

CLA.0069

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less.

3.13-6 Security Requirements (February 2000) (Revised)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) classified information, (3) sensitive information, and/or resources regardless of the location where such access occurs.

(b) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

(i) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as a Level 1 and 5 -- *the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as either a Level 1 or 5. Specific information for each labor category is located in the contract file, Contracts Support Position Description.*

(c) 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, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

-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.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. 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.

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 consistent with FAA Security Policy. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of the FAA Security Policy, it shall 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 and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300  
Office of Civil Aviation Security  
800 Independence Ave. SW  
Washington, D.C. 20591

Mike Monroney Aeronautical Center Contracts:

Mgr., Investigations and Internal Security Branch, AMC-700  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter

shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) 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 (b) of this Clause.

(e) 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 granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions:  
"None"

(f) The Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period: (1) A complete listing by full name in alphabetical order with the date of birth and social security number, of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges.

(2) The list shall show the shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed 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 (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) 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.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a).  
(End of Clause)

3.13-8 Foreign Nationals as Contractor Employees (February 2000)

Each employee of the Contractor 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.  
(End of Clause)