

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO. **MODIFICATION ONE (1)** . EFFECTIVE DATE **MAY 1, 2000** 1. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER
 CENTER ACQUISITION 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)
 DATA COM SCIENCES, INC.
 1806 N. SHARTEL
 OKLAHOMA CITY, OK 73103

(X) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER
 No.: DTFA-02-00-D-01731
 10B. DATED (SEE ITEM 13)
 11-1-99

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 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.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ANMA OE 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, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. BILATERAL—MUTUAL AGREEMENT OF THE PARTIES.
 D. OTHER (Specify type of modification and authority)
 X E. IMPORTANT: Contractor [] is not [XX] IS REQUIRED to sign this document.

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

Contract DTFA-02-00-D-01731 is modified as follows:

See Page 2 of 2 for Details of Changes.

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)
 Gregg Wadley, President

15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)

15C. DATE SIGNED
 9/27/00

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 STEVE RIDGEWAY
 CONTRACTING OFFICER

16B. UNITED STATES OF AMERICA
 BY: Steve Ridgeway
 (Signature of Contracting Officer)

16C. DATE SIGNED
 10-3-00

- A. As **a result of increased** security at the **Mike Monroney Aeronautical Center (MMAC)**, this bilateral **modification** is issued to **incorporate** the new security procedures for **qualification of contract** employees at the **MMAC, effective May 1, 2000.**
- B. Clause H.16, **Qualification of Employees**, listed on contract **page 25**, is deleted **in its entirety** and **replaced** with the **attached Clause H.16, Qualification of Employees.**
- C. **Attachment 3.0, Adjudicative Standards: Issues**, is added to Section J of the contract.
- D. The **total estimated value** of the contract remains **unchanged.**
- E. **Except as** provided herein, **all** other terms **and** conditions of contract **DTFA-02-00-D-01731, as heretofore** changed, remains unchanged and in full force and effect

H.16 QUALIFICATION OF EMPLOYEES

(a) The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine employee screening prior to employees actually commencing work at any Federal Aviation Administration (FAA) facility designated by the Contract. This screening shall at a minimum consist of:

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority (state where last employed). Payment of any fees charged for such criminal histories shall be the responsibility of the contractor.

(2) Contractor shall contact prospective employee's previous employer for employment history.

(3) When specific experience/educational requirements are required to perform a task, the contractor shall verify the prospective employee's claims to having the required experience or educational qualifications.

(b) As a result of the screening above, any prospective employee that is found to have a history of unacceptable behavior (see Adjudicative Standards, Section J, Attachment 3), within the nine (9) years prior to beginning performance under this contract shall not be allowed to work on any FAA facility.

(1) Screening is not an "excusable delay" as described in the "Default" clause of this contract.

(c) The Contractor shall retain documentation that the above screening has been accomplished prior to contractor's employees starting performance on site and that the employees have been found to have no unacceptable history. The contractor will make available for FAA review, within 10 working days of written request, its documentation supporting accomplishment of pre-employment screening done on each employee scheduled for performance on FAR facilities. If a contractor employee is later found to be unacceptable after a FAA background investigation, and it is found that the above required screening was not accomplished, the contractor shall be held responsible for the cost of doing a second FAA background investigation to refill the position. The cost of additional FAA background investigations in this case may be deducted from requests for payment under the contract.

(d) The FAR may waive the above-required screening if:

(1) the contractor employee has had a FAA background investigation within the previous five years with uninterrupted employment and performance on a FAA facility with record of acceptable behavior.

(2) the contractor employee has had a FAR background investigation within the previous 12 months with interrupted employment and performance on a FAA facility with record of acceptable behavior.

(e) The contractor may request in writing to the Contracting Officer (CO) a review of a specific employee's history by FAA Servicing Security Element (SSE) if the employee is found unacceptable under paragraph (b) above. Contractor employee shall not start performance on site until a statement of qualification review approved by the FAA SSE responsible for the contract work site is provided to the CO or designated representative.

(f) Notwithstanding the diligent effort on the part of the contractor to provide qualified and acceptable employees for performance of the contract, the CO may, by written notice, require removal from contract work those employees who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, those employees determined in violation of Voluntary Separation Incentive Program (a Federal Retirement Buyout Program), or whose continued presence on Government property is deemed contrary to the public interest or inconsistent with actual or apparent Government policies. The Contractor shall fill out, and cause each of its employees on the contract to fill out, for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's employees shall be fingerprinted.

ATTACHMENT 3.0
ADJUDICATIVE STANDARDS: ISSUES

Major issues or conduct which standing alone would be disqualifying under suitability for any position may include conviction records within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more related occurrences or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating For sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. **Issues related to firearms/weapons:**
Improper/illegal sale or transportation of firearm or explosive; manufacture of fire — or explosives.
9. **Miscellaneous issues:**
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.