

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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| | | | |
|--|---------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 0006 | 3. EFFECTIVE DATE 09/29/2007 | 4. REQUISITION/PURCHASE REQ. NO. See Lines | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY DOT/Maritime Administration, MAR-380 1200 New Jersey Ave., SE MAR380, W28-201 Washington, DC 20590 | CODE 00091 | 7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave., SE MAR380, W28-201 Washington, DC 20590 | CODE 00091 |

| | |
|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) STANLEY ASSOCIATES INC 3101 WILSON BLVD STE 700 Arlington, VA 22201-4443 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1D05005 |
| | (X) 10B. DATED (SEE ITEM 13) 03/01/2005 |

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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| CHECK ONE | 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"/> | |
| <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, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES [FAR 43.103(a)] |

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.)

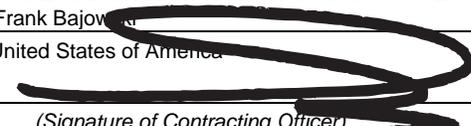
(a.) The government hereby exercises the third option period of this contract, CLIN 0004 and 0004AA through 0004BJ, for the period of performance from 1 October 2007 through 30 September 2008.

(b.) The guaranteed minimum amount for the third option period shall be established at Five hundred thousand and 00/100 dollars (\$500,000.00).

(c.) The guaranteed minimum may be met by orders subsequent to the effective date of this modification.

CONTINUED IN SECTION A.

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) Frank Bajovc |
| 15B. CONTRACTOR/OFFEROR | 16B. United States of America |
| (Signature of person authorized to sign) | BY  (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED 09/28/2007 |

| | | | |
|--------------------------|--|--------------------------------------|------------------------|
| Line Item Summary | Document Number DTMA1D05005/0006 | Title New Option Year FY08 | Page 2 of 13 |
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| Line Item Number | Description | Delivery Date (Start date to End date) | Quantity | Unit of Issue | Unit Price | Total Cost |
|-------------------------|--------------------|---|-----------------|----------------------|-------------------|-------------------|
|-------------------------|--------------------|---|-----------------|----------------------|-------------------|-------------------|

| | | | | | | |
|------|--|----------------------------|------|-----|--------|--------|
| 0006 | Other Direct Costs | (02/28/2005 to 09/30/2005) | 0.00 | NTE | \$0.00 | \$0.00 |
| | Change in Extended Description In accordance with the terms of the GSA Contract. (TO BE FUNDED THROUGH INDIVIDUAL TASK ORDERS). | | | | | |
| 0007 | Incentive Fee | (02/28/2005 to 09/30/2005) | 0.00 | EA | \$0.00 | \$0.00 |
| | Change in Extended Description In accordance with Section J of this COntract. (TO BE FUNDED THROUGH INDIVIDUAL TASK ORDERS). | | | | | |
| 0008 | Management Reserve | | 0.00 | | \$0.00 | \$0.00 |
| | Change in Extended Description In accordance with FAR subpart 39 Acquisition of Information Technology, section 102 Management of Risk and section 103 Modular Contracting. (TO BE FUNDED THROUGH INDIVIDUAL TASK ORDERS). | | | | | |

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00
(Includes Discounts)

OPTION PERIOD

Shipping Addresses

| Code | Detail |
|-------------|--|
| 0001 | Org: DOT/Maritime Administration, MAR-340 Addr: 400 Seventh Street, SW, Room 7321 Washington DC 20590 Attn: Donna Seymour, Chief Information Officer Phone: (202) 366-1941 ext. Fax: (202) 366-1805 ext. |

Invoice Addresses

| Code | Detail |
|-------------|---|
| 0001 | Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Justin Breeden, Accounting Technician Phone: (405) 954-2223 ext. Fax: (405) 954-9573 ext. |

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 CONTINUATION OF BLOCK 14 FROM PAGE 1

BLOCK 14 - DESCRIPTION OF AMENDMENT/MODIFICATION (Continued)

Continuation from Page 1 of this Modification.

(d.) CLIN 0006, 0007, and 0008 are marked as RESERVED because these CLINs are to be funded through individual task orders.

(e.) The following revisions or clarifications to SECTION G are incorporated into this contract:

- i.- revise the address for correspondence;
- ii.- revise the instructions for invoicing;
- iii.- revise the COTR information;
- iv.- revise the primary points of contact on this contract; and,
- v.- clarify the standard Contract Travel Administration Data.

(f.) SECTION H.: Add the Security Requirements

(g.) SECTION I.: Incorporate the following clauses from Federal Acquisition Regulation (FAR) into this contract:

- i.- FAR 52.204-2 Security Requirements;
- ii.- 52.224-02 PRIVACY ACT; and,
- iii.- FAR 52.224-01 PRIVACY ACT NOTIFICATION.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Government's technical point of contact (COTR) for this Contract are changed as follows:

EFFECTIVE UNTIL 30 SEPTEMBER 2007:

COTR: DONNA K. SEYMOUR
CHIEF INFORMATION OFFICER

EFFECTIVE STARTING 1 OCTOBER 2007:

COTR: JOHN PORTELL
DEPARTMENT OF TRANSPORTATION (DOT)
U.S. MARITIME ADMINISTRATION (MARAD)
SOUTHEAST FEDERAL CENTER
WEST BUILDING, SOUTH WEST WING
1200 NEW JERSEY AVENUE, S.E., SECOND FLOOR, W25-318
WASHINGTON, DC 20590

E-Mail Address: john.portell@dot.gov

TELEPHONE (202) 366-5496

The COTR is responsible for the technical aspects of the project and is technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all deliverables, and such other responsibilities as may be specified in the contract/task orders.

The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The Contractor shall forward a copy of all invoices to the Contracting Officer's Technical Representative (COTR).

G.2 ADDRESS OF CORRESPONDENCE

ADDRESS OF CORRESPONDENCE * Revised by this Modification 0006

All correspondence, except as otherwise specified, shall be directed to the Contracting Officer at the following address:

U.S. Department of Transportation
Maritime Administration
Office of Acquisition, MAR-380
* 400 7th Street, S.W., Room 7310
Washington, DC 20590
ATTN: F. K. Bajowski, Jr.
Contracting Officer

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Internet Address: frank.bajowski@dot.gov
Phone No: (202) 366-1744 FAX: (202) 366-3237

** The new mailing address is as follows:*
U.S. Maritime Administration (MARAD)
Department of Transportation (DOT) Headquarters
Southeast Federal Center, West Building
Office of Acquisition, Symbol: MAR-380
2nd Floor, North West Wing, W26-416
1200 New Jersey Avenue, SE
Washington, DC 20590

Attention: F.K. Bajowski, Jr., Contracting Officer

G.3 TECHNICAL POINT OF CONTACT

TECHNICAL POINT OF CONTACT * Revised by this Modification 0006

2. The Contractor's Primary Point of Contact shall be:

Debra E. Davati, MBA, Sr. Contracts Administrator
Stanley Associates, Inc.
3101 Wilson Blvd. Suite 700
Arlington, VA 22201
PH: 703-310-3183
FAX: 703-683-0039
E-Mail Address: debra.davati@stanleyassociates.com

** The following point of contact is removed:*
Netsy Afework
Contracts Administrator

G.4 INVOICE REQUIREMENTS

INVOICE REQUIREMENTS * Revised by this Modification 0006

1. Invoices shall be submitted in an original and 3 copies to:

~~* U.S. Department of Transportation
Maritime Administration
Division of Accounting Operations, MAR 333
400 7th Street, S.W., Room 7325
Washington, DC 20590~~

* REGULAR U.S. MAIL
Maritime Administration (MARAD) Accounts Payable (A/P) Branch
AMZ-150
Post Office Box 26710
Oklahoma City, OK 73125

* OVERNIGHT MAIL
Maritime Administration (MARAD) Accounts Payable (A/P) Branch
AMZ-150
6500 South MacArthur Boulevard

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Oklahoma City, OK 73169

* (a) All commercial vendors have the option to send invoices electronically. The invoices must be in Adobe PDF format. Vendors can submit electronic invoices at the following email address:

MARADInvoices@FAA.GOV

* (b) Duplicate copies of invoices shall be submitted to the COTR at the same time they are delivered to AMZ-150.

* (c) For invoice inquiries, contact the following:

Maritime Administration (MARAD) Accounts Payable (A/P) Branch
 Ms. Christy Remington
 Accounts Payable, AMZ-160
 Phone: (405) 954-1693
 Fax: (405) 954-1270
 Email: Christy.CTR.Remington@faa.gov

Maritime Administration (MARAD) Accounts Payable (A/P) Branch
 Accounts Payable, AMZ-150
 Ms. Tammy Curnett
 Phone: (405) 954-2063
 Email: Tammy.Curnett@faa.dot.gov

2. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (a) Name of the business concern.
- (b) Invoice date.
- * (c) **Contract number and the Task order number (including order number and contract line item number).** *
- (d) Description, price and quantity of supplies and services actually delivery or rendered.
- (e) Shipping and payment terms.
- (f) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (g) Other substantiating documentation or information as required by the contract.

G.5 STANDARD CONTRACT TRAVEL ADMINISTRATION DATA

STANDARD CONTRACT TRAVEL ADMINISTRATION DATA

1. Any contractor travel required in the performance of IT Services must comply with Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), as applicable, in effect on the date(s) the travel is performed. Established Federal government per diem rates will apply to all Contractor travel.
2. The applicable statutory requirements and policies are in 41 Code of Federal Regulations (CFR), Chapters 300 through 304, for travel by Federal civilian employees and others authorized to travel at Government expense.
3. The form of request and specific information required are in Part 301-71-Agency Travel Accountability Requirements - 5 U.S.C. 5707; 40 U.S.C. 486(c); Sec. 2, Pub. L. 105-264, 112 Stat. 2350 (5 U.S.C. 5701 note) - and specifically, Subpart B-Travel Authorization.
 - a. **FORM OF REQUEST**
 - i. Pursuant to Chapter 3, Part B: General Conditions, C3050 - Authorization in Writing (FTR §301-71.107),
 1. Travel authorization must establish the conditions under which official travel and transportation is authorized at Government expense.

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2. Travel arrangements require a written or electronic advance authorization.

b. **SPECIFIC INFORMATION REQUIRED**

- i. General Information. The following information must be included on each travel authorization.

1. Employee's name;
2. Authorizing Official's signature (or email);
3. Travel purpose;
4. Travel authorization conditions or limitations;
5. Costs (for open authorizations, include a travel cost estimate over the period covered) estimate;
6. A statement that the employee(s) is (are) authorized to travel;

c. **CONFIRMATORY TRAVEL AUTHORIZATION**

- i. If official travel begins or is performed before a written travel authorization is issued, the travel must be pursuant to proper oral, letter, or message authority.
- ii. A confirmatory travel authorization must be issued as promptly as possible.
- iii. A confirmatory travel authorization must include appropriate statements regarding the prior authorization and justification for any unusual issuance delay.
- iv. The official who directed the travel is responsible for initiating a confirmatory travel authorization.

4. The FTR is available at the following websites:

- a. <http://www.gsa.gov>
- b. <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>
- c. http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=14161&contentType=GSA_OVERVIEW

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENTS

(1.) Facility level clearance:

As this task order may require access to classified information, the National Industrial Security Program Operating Manual (NISPOM) is hereby incorporated into this task order in accordance with FAR Part 52.204-2 "Security Requirements" in order to safeguard Federal Government classified information that is released to contractors, licensees, and grantees of the United States Government. This agency is covered by the National Industrial Security Program (NISP), and thus, uses the Contract Security Classification Specification, DD Form 254. The Contracting Officer is the approving official for the form and shall ensure that it is prepared and distributed in accordance with the Industrial Security Regulation (ISR) (DoD 5220.22-R). (Note: The NISPOM may be downloaded from the DSS Web Site at www.dss.mil.)

The following forms, which are prescribed by the Department of Defense, are implemented because contractor access to classified information is required:

- (a.) DD Form 254 (Department of Defense (DoD)), Contract Security Classification Specification. (See 4.403(c)(1).)

The Contract Security Classification Specification (DD Form 254) is available at the following addresses on the world wide webb:

<http://acquisition.gov/far/current/html/FormsDDWH2.html>
<http://www.acquisition.gov/far/farqueryframe.html>
<http://acquisition.gov/far/index.html>
http://acquisition.gov/far/old_htmlframe.html

- (b.) DD Form 441 (DoD), Security Agreement. (See paragraph (b) of the clause at 52.204-2.)

The Security Agreement (DD Form 441) is available at the following addresses on the world wide webb:

<http://acquisition.gov/far/current/html/FormsDDWH3.html>
<http://www.acquisition.gov/far/farqueryframe.html>
<http://acquisition.gov/far/index.html>
http://acquisition.gov/far/old_htmlframe.html

(2.) Contractor personnel security:

The purpose of this modification is to incorporate the following contractor personnel security and computer security clauses into this section of the contract:

- (a.) Access to Sensitive Information

Work under this contract may involve access to sensitive information which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.

The contractor shall ensure that contractor employees: (1) are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) complete and forward the necessary background investigation forms in accordance with DOT Order 1630.2B.

The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

- (b.) Information Technology (IT) Services

The contractor shall be responsible for IT* security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT,

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documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

The contractor shall include the above requirements in any subcontract awarded for IT services.

*IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

(c.) Contractor Employee Screening Applicability

Except as provided below, contractor employees having comparable exposure to DOT facilities, sensitive information, and/or resources shall be subject to the same investigative requirements, based on the risk level of their position as DOT employees.

High Risk Positions - All contractor employees in these positions shall be subject to a background investigation.

Moderate Risk Positions - All contractor employees in these positions shall be subject to at least a NACI investigation.

Low Risk Positions - Except as specified below, the minimum investigative requirement for contractor employees in these positions is a fingerprint check. Depending on the extent of access to DOT facilities, sensitive information, or resources, the servicing security organization may require a more extensive investigation, up to and including an NACI.

Temporary Positions - Contractor employees in low risk positions that are intermittent, seasonal, per diem, or temporary and who do not work on the DOT contract in excess of 180 days in either a single assignment or a series of assignments are exempt from any investigative requirement.

Delivery Personnel - These contractor employees are exempt from any investigative requirement even if they are working under a DOT contract for an extended period of time. However, depending on their access at the facility, they may require and escort if they have not been investigated.

(3.) MARAD Contractor Personnel

In accordance with Homeland Security Presidential Directive 12 9HSPD-12), all contractor personnel hired and/or replaced by the contractor must have a background check prior to their first day of work. Top Secret Clearance level is explained in (4.) below. The contractor may provide evidence of clearance with the DOD DISCO Form 562 available at www.dss.mil or by other statement approved by Contracting Officer. Statement must be signed by the contractor's Facility Security Officer (FSO). Statement must also include the first name, middle name, last name of each person, their birth place, their date of birth, their social security number, their citizenship, the date the security clearance was issued, the name of the agency that issued the security clearance, the type of and level or background investigation conducted, and the date the background investigation was conducted.

(4.) Top Secret Clearance

All contractor personnel hired and/or replaced by the contractor at the Top Secret Clearance Level shall provide evidence of current Top Secret Clearance prior to starting work. This evidence must be approved by Contracting Officer prior to the first day of work for the hire or the replacement hire. Evidence may be provided by the DOD DISCO Form 562 available at www.dss.mil or by other statement approved by Contracting Officer as detailed in (3.) above.

(5.) Offsite Contractor Personnel

Whether onsite or offsite, all contractor personnel hired and/or replaced by contractor are required to undergo a background check prior to the start of work. Per DOT 1630.2B and the Office of the Chief Information Officer (OCIO) policy, background investigations are required for all personnel who have physical and/or electronic access to DOT facilities and/or information resources prior to the start of work.

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SECTION I -- CONTRACT CLAUSES

I.1 52.224-02 PRIVACY ACT

APRIL 1984

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.2 52.224-01 PRIVACY ACT NOTIFICATION

APRIL 1984

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.3 52.204-02 SECURITY REQUIREMENTS

AUGUST
1996

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(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with--

(1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and

(2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the 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.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.