

**CUSTOMER CONTRACT REQUIREMENTS
(Aircraft Hardening Program)
CUSTOMER CONTRACT DTFA03-01-C-00006**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAAMS Part 3.10.2-6, see Section 2 below.

1. The following contract clauses are incorporated by reference from the Federal Aviation Agency's Management System (FAAMS) and apply to the extent indicated. The FAAMS clauses are accessible at <http://fast.faa.gov/>. (Click on "Toolsets" and then click on "Procurement Toolbox.") In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (SEP 2000). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (SEP 2000). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.

3.2.2.3-8 Audit and Records - Negotiation (APR 1996). This clause applies only if this contract exceeds \$1,000,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

3.2.2.3-25 Price Reduction For Defective Cost or Pricing Data (APR 1996). This clause applies only if this contract exceeds \$1,000,000. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

3.2.2.3-27 Subcontractor Cost or Pricing Data (APR 1996). This clause applies only if this contract exceeds \$1,000,000. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to

the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

2. If goods or services being procured under this contract are for commercial items and [Clause H203](#) is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAAMS clauses are inserted in lieu thereof:

3.10.2-6 Subcontracts for Commercial Items and Commercial Components (APR 1996)

3.6.1-3 Utilization of Small Business Concerns (SEP 2001). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

3.6.2-9 Equal Opportunity (AUG 1998).

3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (JAN 1998). This clause applies only if this contract exceeds \$10,000.

3.6.2-13 Affirmative Action for Workers with Disabilities (APR 2000). This clause applies only if this contract exceeds \$10,000.

3.11-62 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1999). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

3. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of FAAMS 3.2.3-2, Cost Accounting Standards, incorporated by clause H001 is the version dated [April 1996](#).

(2) (Applicable if this contract incorporates clause H002). The version of FAAMS 3.2.3-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated [April 1996](#).

4. The following prime contract special provisions apply to this purchase order:

A. FOREIGN MILITARY SALES

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

C. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

D. ACKNOWLEDGEMENT OF SPONSORSHIP/COAUTHORSHIP

All reports, journal articles, drawings, etc., prepared as a result of this contract shall acknowledge the sponsorship of the work with the following statement: "This work was supported by the William J. Hughes Technical Center, Atlantic City International Airport, New Jersey."

E. CIVIL AVIATION SECURITY INFORMATION

(1) The performance of this contract may involve some or all of the activities described in 14 CFR Part 191.1(a). Consequently, except as may be expressly approved in writing by the Director of Civil Aviation Security or his designee, Seller shall not disclose or release any information or record which has been obtained or developed in the conduct of such activities to any person or persons other than to authorized representatives of the Government and to employees of Buyer and Seller (and of its subcontractors, if any) performing work under this contract. Seller shall include the substance of this clause in all subcontracts entered into under this contract.

(2) The following statement shall be placed on any reports furnished under this contract, which reports are records subject to 14 CFR Part 191.1(a):

"This report is a record subject to the provisions of 14 CFR Part 191. Release of information contained herein is prohibited without the express written approval of the Director, Civil Aviation Security, or his designee."

(3) The security classification for the work associated with this contract shall be determined prior to contract award.

F. CONTRACTOR PERSONEL SUITABILITY REQUIREMENTS

(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 includes 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: (1) FAA facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in Appendix 9, paragraph 8 of FAA Order 1600.1D pertain.
- (c) Consistent with Appendices 3 and 9 of FAA Order 1600.1D, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
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[To be determined]

- (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.

- 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 described in Appendix 9 of FAA Order 1600.1D. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 7 of FAA Order 1600.1D, 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.

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 Avenue, SW
Washington, D.C. 20591

Regional and Center Contracts:

[None.]

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 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 granted its approval of the forms. 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 14 days, but not to exceed a maximum of 30 days, and

- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the 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 (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).
- (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 Appendix 9, paragraph 8 requirements and exceptions do not apply.