

**CUSTOMER CONTRACT REQUIREMENTS**  
**Indications of Propulsion System Malfunctions**  
**CUSTOMER CONTRACT DTFAC-03-C-00033**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 2 below. The full text of FAA contract clauses may be obtained via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

1. The following contract clauses are incorporated by reference from the Federal Aviation Administration (FAA) Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

<u>FAA Reference</u>	<u>Title</u>
3.2.2.3-8	Audit and Records (April 1996). This clause applies only if this clause exceeds \$1,000,000.
3.2.2.3-27	Subcontractor Cost or Pricing Data (April 1996). This clause applies only if this clause exceeds \$1,000,000.
3.2.2.3-28	Subcontractor Cost or Pricing Data--Modifications (April 1996). This clause applies only if this clause exceeds \$1,000,000.
3.5-1, Alt. I	Authorization and Consent (April 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999). This clause applies only if this clause exceeds \$100,000.
3.5-11	Patent Rights - Retention by the Contractor (Long Form) (October 1996)
3.5-13	Rights in Data - General (October 1996)
3.5-15	Additional Data Requirements (April 1996)
3.6.1-4	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (April 2000). This clause applies only if this clause exceeds \$100,000.
3.6.2-9	Equal Opportunity (August 1998). This clause applies only if this clause exceeds \$10,000.
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998). This clause applies only if this clause exceeds \$10,000.
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000). This clause applies only if this clause exceeds \$10,000.
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998). This clause applies only if this clause exceeds \$10,000.
3.6.3-1	Clean Air and Water Certification (April 2000)
3.6.3-2	Clean Air and Clean Water (April 1996). This clause applies only if this clause exceeds \$100,000.
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)

- 3.2.2.3-25 Price Reduction for Defective Cost or Pricing Data (April 1996)
- 3.2.2.3-29 Integrity of Unit Prices (April 1996)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)

2. If goods or services being procured under this contract are 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 FAR/DFARS clauses are inserted in lieu thereof:

3.6.2-9 Equal Opportunity (August 1998). This clause applies only if this clause exceeds \$10,000.

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

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

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

A. **PRICING OF ADJUSTMENTS.** When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, or when the allowability of costs under this contract are to be determined, determination of such costs shall be in accordance with FAR Part 31.

**B. CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (3.14-2 )**

(1) This clause applies to the extent that this contract requires Seller employees, subcontractors, or consultants to have unescorted access to FAA:

- (a) facilities,
  - (b) sensitive information, and/or
  - (c) resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72, Contractor and Industrial Security Program, chapter 4, paragraphs 403g, 403i-I, and/or 409, pertains.
- Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72, appendix 1.

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

Position Risk Level (TBD)

(3) Not later than (TBD) days, not to exceed a maximum of 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 Seller 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 fingerprint card (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint cards shall be written in black 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 FAA Order 1600.72. If an employee has had a previous Government-directed background investigation 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 Seller employee for which a previous background investigation was completed, the Seller 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, type of background investigation conducted, and approximate date the previous background investigation was completed.

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

Headquarters Contracts:  
Manager, Personnel Security Division, ASN-200  
Office of Investigations  
400 7th Street, SW, Room 5402a  
Washington, D.C. 20591

Regional and Center Contracts:

"None"

The transmittal letter shall also include a list of all of the names of Seller employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

(5) The contracting officer will provide notice to the Seller when any Seller employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Seller shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(6) No Seller 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 Seller employee to begin work. However, if this provision is added by modification to an existing contract, Seller employees performing in the positions listed above may continue work on the contract pending:

(a) The submittal of all necessary forms within [CO to insert information] days, but not to exceed a maximum of 30 days, and

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

"None"

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

(7) As applicable, the Seller 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 (5th) day following each report period: A complete listing by full name in alphabetical order with the social security number, of all Seller 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)). Additionally, the Seller shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, hire date), and name changes. All lists must be in alphabetical order and have the name of the Seller and the contract number.

(8) The Seller 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.

(9) The Contracting Officer may also, after coordination with the SSE and other security specialists, require Seller employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Seller 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.

(10) The Seller and/or subcontractor(s) will immediately contact the FAA Civil Aviation Security Division or Staff (TBD) in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Seller becomes aware of any information that may raise a question about the suitability of a Seller employee.

(11) 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.

(12) 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 direct contract costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(13) The Seller 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, paragraphs 403g, 403i-I, and 409 of FAA Order 1600.72 do not apply.

(14) The contracting officer shall ensure the SSE receives a list of all proposed Seller employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within 5 days of contract award.

#### **C. HANDLING OF DATA**

The Seller and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in performance of this contract would be adverse to the interests of the Government or other parties. Therefore the Seller and its subcontractors agree to abide by any restrictive use conditions on each data item and not to:

- (1) Disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
- (2) Use for any purpose other than the performance of the contract that data which bears a restrictive marking legend.

In the event the work performed under this contract requires access to proprietary data of other companies, the Seller shall obtain agreements from such other companies for such use unless such data is provided or made available to the Seller by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Buyer and Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between parties. It is agreed by the Seller that any such data, whether obtained by the Seller pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization provided it remains proprietary.

Though formal training is company policy and procedures, the Seller agrees to make its employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other

companies or proprietary data that is obtained from the Government to anyone except as authorized. The Seller shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Seller, or thereafter, Disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only"), received in connection with the work under this contract. The Seller shall furnish a sample form of this agreement to the Buyer and Contracting Officer promptly after award.

The Seller specifically agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of proprietary data by the Seller, its employees, subcontractors, or agents. The Seller agrees to include the substance of this provision in all subcontracts awarded under this contract.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the Seller shall return all such data and information, including all copies, modifications, adaptations, or combination thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Seller's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to the company. The Seller shall further certify, in writing to the Buyer and Contracting Officer, that all copies, modification, adaptations or combinations of such data or information that cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Seller's (and any subcontractor's) records.

As used herein, the term "data" has the meaning set forth in AMS 3.5-13 "Rights in Data-General Alternates I through V, but is not limited to, computer software as defined in the subject clause.