

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)**
- 3.2.2.3-8 Audits and Records (April 1996)**
- 3.2.2.3-26 Price Reduction for Defective Cost or Pricing Data—Modifications (April 1996)**
- 3.2.2.3-28 Subcontractor Cost or Pricing Data—Modifications (April 1996)**
- 3.2.2.3-75 Requests for Contract Information (April 2002)**
- 3.2.2.7-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.8-1 New Material (October 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)**

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- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (March 2001)** (This clause is applicable to payments under time and materials task orders only.)
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2003)**
- 3.3.1-9 Interest (April 1996)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.2-6 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes—Fixed Price Contract (April 1996)**
- 3.5-1 Authorization and Consent (April 1996)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)**
- 3.5-3 Patent Indemnity (April 1996)**
- 3.5-13 Rights in Data—General (October 1996) with Alternates II and III**
- 3.5-15 Additional Data Requirements (April 1996)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (April 1996)**

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- 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Workers with Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.3-11 Toxic Chemical Release Reporting (August 1998)**
- 3.6.3-16 Drug Free Workplace (January 2004)**
- 3.6.4-2 Buy American Act—Supplies (July 1996)**
- 3.6.4-8 Buy American Act—NAFTA Implementation Act—Balance of Payments Program (July 1996)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)**
- 3.9.1-1 Contract Disputes (August 1999)**
- 3.9.1-2 Protest after Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes—Fixed Price (April 1996)**
- 3.10.1-14 Changes—Time and Materials or Labor Hours (April 1996)**
(This clause is applicable to task orders issued on a time and materials basis only.)
- 3.10.1-18 Notification of Changes (April 1996)** (The period for notification of changes in paragraph (b) of the clause shall be 10 working days, exclusive of federal holidays.)

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- 3.10.1-25 Novation and Change of Name (January 2003)**
- 3.10.2-1 Subcontracts (Fixed Price Contracts) (April 1996)**
- 3.10.3-1 Definitions (Government Property) (December 1997)**
- 3.10.3-2 Government Property—Basic Clause (December 1997)**
- 3.10.3-8 Special Tooling (December 1997)**
- 3.10.3-9 Special Test Equipment (December 1997)**
- 3.10.3-10 Management of Government Property in Contractor’s Possession (December 1997)**
- 3.10.3-11 Contractor’s Maintenance Program (December 1997)**
- 3.10.3-12 Identification of Government Property (December 1997)**
- 3.10.3-13 Segregation of Government Property (December 1997)**
- 3.10.3-14 Inventories (December 1997)**
- 3.10.3-15 Disposition of Government Property (December 1997)**
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**

I.2 3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____. (See Section H.2 of the Schedule.)

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3 3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single equipment item that would result in the contractor's obligation to deliver more than 4 of the same item in the same month or any order for training classes that would result in the contractor's obligation to deliver more than 4 classes in the same month;

(2) Any order for a combination of items in excess of \$15,000,000; or

(3) A series of orders from the same ordering office within 15 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of clause)

I.4 3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [See Section H.2 of the Schedule.].

(End of clause)

I.5 3.14-2 Contractor Personnel Suitability Requirements (April 2004)

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

(1) facilities,

(2) sensitive information, and/or

(3) 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.

(b) 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

(c) Not later than 30 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 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 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

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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 contractor 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, type of background investigation conducted, 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, 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 contractor 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.

(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 (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor 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 contractor shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(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 authorized the contractor employee to begin work.

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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 30 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:

None

(3) 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 and the SSE has approved the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports 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. This report shall include a complete alphabetical listing of all current contractors who have access to FAA facilities, sensitive information, and/or resources.

(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 (c) of this Clause shall apply.

(j) The contractor and/or subcontractor(s) will immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or ASN-200 at Headquarters 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 contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) 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.

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(l) 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.

(m) 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 exceptions under Chapter 4, paragraphs 403g, 403i-I, and 409 of FAA Order 1600.72 do not apply.

(n) The contracting officer shall ensure the SSE receives a list of all proposed contractor 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.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of clause)