

CUSTOMER CONTRACT REQUIREMENTS
CBP Block 1 C2 Software Sustainment and NOC/SOC Support
CUSTOMER CONTRACT DTFAAC-14-D-00030

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1. FAA Clauses The following contract clauses are incorporated by reference from the Federal Aviation Administration Acquisition Management System and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

3.10.3-1 Definitions (APR 2012).

3.13-13 Contractor Policy to Ban Text Messaging While Driving (JAN 2011). This clause applies if the contract exceeds \$150,000.

3.1.7-1 Exclusion from Future Agency Contract (AUG 1997).

3.1.7-2 Organizational Conflicts of Interest (AUG 1997). "Contracting Officer" and "Government" shall mean "Buyer" except in the following instances. Paragraph (c) shall read as follows: "The FAA and Buyer reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer or Buyer cannot be avoided, or mitigated." In paragraph (d), "debar the Contractor from government contracting" is modified to read "the Government may debar the Contractor from government contracting" and "or pursue such other remedies as may be permitted by law or this contract." is modified to read "and both the Buyer and Government may pursue such other remedies as may be permitted by law or this contract."

3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (OCT 2009). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the 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 (APR 2010). 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 from sums owed Seller the amount of the reduction.

3.2.2.3-8 Audit and Records (JUL 2010). This clause applies only if this contract exceeds \$100,000 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 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (OCT 2011). This clause applies only if this contract exceeds the threshold set forth in FAA 3.2.2.3-27 Subcontractor Cost or Pricing Data and is not otherwise exempt. In Paragraph (e)(ii), "Contracting Officer (CO)" shall mean "Contracting Officer or Buyer". In paragraph (f), "CO" shall mean "Buyer". In paragraph (g)(ii), "FAA (we, us)" shall mean "FAA (we, us) or Buyer".

3.2.2.3-27 Subcontractor Cost or Pricing Data (JUL 2004). This clause applies only if this contract exceeds \$1,000,000 and is not otherwise exempt.

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (FEB 2009). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred,

suspended, or proposed for debarment by the Federal Government.

3.2.5-5 Anti-Kickback Procedures (OCT 2010). "Contractor" shall mean Seller. Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$150,000. Paragraph (c)(1) is deleted.

3.4.1-10 Insurance - Work on a Government Installation (JUL 1996). This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract, which is _____.

3.5-1 Authorization and Consent (JAN 2009). This clause applies if the contract is expected to exceed \$100,000. "Contractor" shall mean Seller.

3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (JAN 2009). This clause applies if the contract exceeds the simplified purchasing threshold. "Contractor" shall mean Seller.

3.5-13 Rights in Data - General (JAN 2009). "Contractor" shall mean Seller.

3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (MAR 2009). "Contractor" shall mean Seller.

3.6.2-9 Equal Opportunity (AUG 1998). Paragraphs (a) and (c) are deleted.

3.6.2-13 Affirmative Action for Workers with Disabilities (OCT 2010). This clause applies if the contract greater than \$10,000.

3.6.2-14 Employment Reports on Veterans (JAN 2011). This clause applies if the contract is \$100,000 or more.

3.6.2-16 Notice to the Government of Labor Disputes (APR 1996). The term "Contracting Officer" means Buyer.

3.6.2-35 Prevention of Sexual Harassment (AUG 1998). In paragraphs (e) and (f), the term "the Contracting Officer" means Buyer.

3.6.2-39 Trafficking in Persons (JAN 2008). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the FAA" means Buyer.

3.6.2-41 Employment Eligibility Verification (SEP 2009). The clause applies if the contract is greater than \$3,000 and is for noncommercial services or construction and includes work that is performed in the United States.

2. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

H.5 Notice of Seller Testimony (September 2006) CLA.4555

(a) The Seller shall notify the Contracting Officer, through Buyer, promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the Seller's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The Seller shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the Seller.

H.1 CONTRACTOR EMPLOYEE ACCESS . H.1 SELLER EMPLOYEE ACCESS

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security 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, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Seller employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by Buyer. Upon Buyer's request, the Seller's employees shall be fingerprinted, or subject to other investigations as required. All Seller employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) Buyer may require the Seller to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Seller shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by Buyer. For those Seller employees authorized access to sensitive information, Seller shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Seller shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Seller shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Seller personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, the FAA will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Seller access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Seller performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Seller access will be terminated for unauthorized use. The Seller agrees to hold and save DHS and FAA harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of DHS IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.

(l) Sellers shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to Buyer.