

CUSTOMER CONTRACT REQUIREMENTS
Nationwide Automatic Identification System
CUSTOMER CONTRACT HSCG23-08-R-ADA011

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 3 below.

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

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006).

This clause applies only if this contract exceeds \$100,000. .

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995).

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 \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997).

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.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997).

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 from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007).

This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

(Sep 2007). This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will

identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor." .

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007).

This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. .

52.211-5 Material Requirements (Aug 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (Sep 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (Jun 1999). 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.

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer." .

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) 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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)." .

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.219-8 Utilization of Small Business Concerns (May 2004).

52.219-9 Small Business Subcontracting Plan (Sep 2007). This clause applies only if this contract exceeds \$550,000. and, Seller is not a small business concern.

52.219-15 Notification of Ownership Changes (Oct 1997)

- 52.222-1 Notice to Government of Labor Disputes** (Feb 1997). Contracting Officer shall mean Buyer.
- 52.222-6 Davis-Bacon Act** (Jul 2005)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations** (Feb 1988)
- 52.222-20 Walsh-Healy Public Contracts Act** (Dec 1996). This clause applies only if this contract exceeds \$10,000.
- 52.222-21 Prohibition of Segregated Facilities** (Feb 1999).
- 52.222-26 Equal Opportunity** (Mar 2007).
- 52.222-27 Affirmative Action Compliance Requirements for Construction** (Feb 1999). This clause applies only if this contract exceeds \$10,000.
- 52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). This clause applies only if this contract exceeds \$25,000.
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). This clause applies only if this contract exceeds \$25,000.
- 52.222-41 Service Contract Act of 1965, As Amended** (Jul 2005). This clause only applies to contracts which are subject to this act.
- 52.223-3 Hazardous Material Identification and Material Safety Data** (Jan 1997). This clause applies only if Seller delivers hazardous material under this contract.
- 52.223-7 Notice of Radioactive Materials** (Jan 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days." .
- 52.223-11 Ozone Depleting Substances** (May 2001).
- 52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e))** (Aug 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

- 52.224-2 Privacy Act** (Apr 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.
- 52.225-1 Buy American Act - Balance of Payments - Supplies** (Jun 2003). This clause does not apply if this contract is placed under a Department of Defense contract.
- 52.225-2 Buy American Act Certificate** (Jun 2003). Applicable to Solicitation only.
- 52.225-13 Restrictions on Certain Foreign Purchases** (Feb 2006).
- 52.227-1 Authorization and Consent** (Dec 2007).
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (Dec 2007). A copy of each notice sent to the Government will be sent to Buyer.
- 52.227-13 Patent Rights - Acquisition by the Government** (Jun 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.
- 52.227-14 Rights in Data - General** (Jun 1987). **ALT II** (Jun 1987) This clause applies only if data will be produced, furnished or acquired under this contract.
- 52.227-15 Statement of Limited Rights and Restricted Computer Software** (May 1999) Applicable to Solicitation only.
- 52.227-16 Additional Data Requirements** (Jun 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- 52.227-17 Rights in Data - Special Works** (Jun 1987).
- 52.227-18 Rights in Data - Existing Works** (Jun 1987). In paragraph (b), "Government" means the Government and the Buyer.
- 52.227-19 Commercial Computer Software - Restricted Rights** (Jun 1987).
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment – Major Systems** (Jan 1997).
- 52.227-22 Major Systems - Minimum Rights** (Jun 1987).
- 52.230-6 Administration of Cost Accounting Standards** (Nov 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.
- 52.234-4 Earned Value Management System** (Jul 2006).

52.236-13 Accident Prevention (Nov 1991). The term "Contracting Officer" shall mean Buyer.

52.244-6 Subcontracts for Commercial Items (Sep 2006).

52.245-1 Government Property (Jun 2007), Alternate I (Jun 2007).

52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) & Alternate I (Apr 2003) (Feb 2006).

52.248-1 Value Engineering (excluding subparagraph (f)) (Feb 2000). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

52.248-3 Value Engineering - Construction (excluding subparagraph (f)) (Sep 2006). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$50,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant contract savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the instant contract savings and collateral savings shall not reduce the Government's share of collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government..

2. Commercial Items. 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:

52.219-8 Utilization of Small Business Concerns (May 2004).

This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

52.222-26 Equal Opportunity (Mar 2007).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (Jun 1998). This clause applies only if this contract exceeds \$10,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004). This clause applies only if this contract exceeds \$100,000.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

3. Cost Accounting Standards.

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998. .

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, incorporated by clause H004 is the version dated April 1998. .

4. The following prime Homeland Security Acquisition Regulations (48 CFR Chapter 30) apply to this purchase order. The full text of these clauses can be found at <http://www.dhs.gov/xopnbiz/regulations/>.

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (Jun 2006)

HSAR 3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (Jun 2006)

HSAR 3052.223-90 ACCIDENT AND FIRE REPORTING (Dec 2003)

HSAR 3052.245-70 GOVERNMENT PROPERTY REPORTS (Jun 2006)

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

A. ACCESS TO GOVERNMENT FACILITIES UNDER THE CONGNIZANCE OF DHS/USCG BY FOREIGN NATIONALS - UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS

Unless excluded from this Notice, all visits and assignments to facilities under the cognizance of DHS/USCG by foreign nationals require communication with the Contracting Officer and Program Manager.

The Contractor shall notify the contracting Officer and Program Manager in advance of any proposed visit or assignment that involves access to a US Government site/location.

For the purposes of the Notice, a Foreign National is defined as any person who is not a U.S. national or is a stateless person. An immigrant alien is considered a foreign national. Foreign nationals sponsored for visits or assignments may include, among others:

- (1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;
- (2) Foreign students at U.S. institutions;
- (3) Employees of DHS or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutions; and
- (4) Prospective employees of DHS or DHS contractors.

B. MARKINGS OF WARRANTED ITEMS

Pursuant to the requirements of FAR 46.706(b)(5), the contractor shall stamp or mark all items delivered or otherwise furnish notice with the items of the existence of the warranty for each. Markings shall include:

- (1) A statement that a warranty exists,
- (2) The substance of the warranty,
- (3) Its duration,
- (4) Who to notify if the supplies are found to be defective, and

For commercial items, the contractor's trade practice in warranty marking is acceptable if sufficient information is presented for supply personnel and users to identify warranted supplies.

C. SECURITY REQUIREMENT

1. The efforts described in this SOW will be unclassified, but may contain work categorized as For Official Use Only (FOUO). For material determined to be FOUO, contractor shall follow Department of Homeland Security procedures for processing, transmitting, and storing said material. These procedures are outlined in the Department of Homeland Security Management Directive System MD Number 11042, Issue Date: 5/11/2004, SAFEGUARDING SENSITIVE BUT UNCLASSIFIED (FOR OFFICIAL USE ONLY) INFORMATION.
2. Prior to being granted access to the NAIS or being provided NAIS information, each person shall have completed a favorable adjudicated background investigation as defined in DHS MD 11050.2. Additionally, acceptable use agreements, rules of behavior and conflict-of-interest agreements for individuals requiring access to NAIS information and information systems may also be required before access is authorized.
3. All personnel using, developing or administering the components of the NAIS system shall be properly screened according to the procedures outlined in Section 4.1 DHS MD 4300A. All personnel accessing NAIS data shall have an appropriate background investigation and a valid need to know in order to access the system. Screening shall be conducted consistent with: (i) 5 CFR 731.106(a); (ii) Office of Personnel Management policy, regulations, and guidance; (iii) organizational policy, regulations, and guidance, (iv) FIPS 201-1 and NIST Special Publications 800-73-1 and 800-76-1; and (v) the criteria established for the risk designation of the assigned position.
4. If the Contractor elects to employ foreign nationals in the performance of this contract, an exception to DHS' policy that only Citizens are allowed access to DHS systems and networks processing sensitive information must be obtained. The Contractor shall complete and submit Attachment J to the DHS 4300A Sensitive Systems Handbook identifying any foreign nationals that are expected to be part of the Contractor's team. Approval authority for the exception resides with the USCG Chief Information Officer, but also requires concurrence from the DHS Chief Information Officer and Chief Information Security Officer.

D. U.S. COAST GUARD INFORMATION TECHNOLOGY SECURITY CLAUSE

5. No contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Automated Information Systems (AIS) Security Manual (COMDTINST M550.13 (series)) from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an "Annual Coast Guard Information Technology Contractor User Security Agreement." By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The COTR for this contract shall arrange the aforementioned security briefing.
6. The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives,

network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or as approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract, or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, Government will take appropriate action with regard to the contract.

7. Contractor access to coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the Contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).
8. Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from the consequential termination of access due to unauthorized use.