

**FLOWDOWN CLAUSES FOR PURCHASE ORDERS ISSUED IN SUPPORT OF
CONTRACT NO. 70RTAC26D00000006**

1. INCORPORATION BY REFERENCE. These Flowdown Clauses for Purchase Orders Issued in Support of Contract No. 70RTAC26D00000006 (“Flowdown Clauses”) are incorporated in their entirety into any Purchase Order issued under the Reseller Agreement in support of Contract No. 70RTAC26D00000006. In the event of a conflict between these Flowdown Clauses and the Agreement, these Flowdown Clauses shall prevail.

2. RATED ORDER. If this is a “rated order” certified for national defense use, Company shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. § 700).

3. CERTIFICATIONS. By accepting or performing this Purchase Order, Company certifies that:

a. Neither Company nor any of its Principals are presently debarred, suspended, proposed for debarment, voluntarily excluded, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

b. If Company is registered in the System for Award Management (“SAM”), by accepting a Purchase Order, Company certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Company’s offer for a given Purchase Order, including, but not limited to, Company’s representations and certifications regarding Company’s size or socioeconomic status. Company’s representations and certifications in SAM, if any, are incorporated herein by reference.

c. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Company with respect to this Purchase Order, Company shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Company need not report regularly employed officers or employees of Company to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms

are defined in FAR clause 52.203-12, *Limitation on Payments to Influence Certain Federal Transactions*.

d. Company will not provide “covered telecommunications equipment or services,” as defined in FAR 52.240-91, *Security Prohibitions and Exclusions*, to Reseller in the performance of this or any Purchase Order.

4. CERTIFICATES OF CONFORMANCE.

a. Company shall include with each shipment of Equipment a Certificate of Conformance as follows:

I certify that on [insert date], the [insert Company’s name] furnished the Equipment called for by Purchase Order No. [insert Purchase Order number] via [insert Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the Equipment is of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the Equipment has been mined, produced, or manufactured in the United States or substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

Date of Execution: _____

Signature: _____

Title: _____

The following Equipment supplied under this Purchase Order have not been mined, produced, or manufactured in the United States or substantially transformed in the United States:

Item Number or Identifier: _____

Country of manufacture or substantial transformation: _____

Reseller will not accept shipments of Equipment that do not contain a properly executed Certificate of Conformance as required in this Paragraph 4.

5. EQUAL EMPLOYMENT OPPORTUNITY. Reseller and Company shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard protected veteran status or disability. Company shall include this Paragraph 5 in each lower-tier subcontract it issues.

6. COMPTROLLER GENERAL EXAMINATION OF RECORD. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Company's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Company shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved. As used in this Paragraph 6, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Company to create or maintain any record that Company does not maintain in the ordinary course of business or pursuant to a provision of law.

7. DISPUTES.

- a. If Reseller elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Company shall cooperate fully with Reseller in prosecuting the dispute. Company shall be bound by the final outcome of the disputes procedure if Reseller has afforded Company an opportunity to participate in Reseller's prosecution of the dispute.
- b. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Company shall proceed diligently with performance of this Purchase Order, including the delivery of goods and performance of services, in accordance with Reseller's direction.

8. FAR/HSAR CLAUSES.

The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browse/index/far>), the Revolutionary FAR Overhaul (available at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>) and the

Homeland Security Acquisition Regulation (“HSAR” available at <https://www.acquisition.gov/hsar>) are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: “Contract” means Purchase Order; “Contracting Officer” means an authorized representative of Reseller; “Contractor” means Company; “Government” means Reseller, and “Subcontractor” means Company’s lower-tier subcontractors and suppliers. References to the “Disputes clause” shall mean Paragraph 7 of these Flowdown Clauses.

Commercially available off-the-shelf” or “COTS” means any item of supply that is (a) a Commercial Product (as defined in FAR 2.101); (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under this Purchase Order, without modification, in the same form in which it is sold in the commercial marketplace.

For clauses marked with an asterisk (*) references to the “Government” shall remain the U.S. Government.

Reseller may modify this list of clauses to add any clauses that are reflected in an applicable prime contract or higher-tier subcontract or in subsequent modifications to an applicable prime contract or higher-tier subcontract. Accordingly, Company agrees that upon the request of Reseller, Company will negotiate in good faith with Reseller relative to modifications to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Reseller may reasonably deem necessary in order to comply with the provisions of an applicable prime contract or higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

Company shall include these clauses in each lower-tier subcontract it issues, as applicable.

FAR Clause	Title	Date	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.202-1	Definitions (FAR Class Deviation 25-21)	AUG 2025	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020	Applies if the Purchase Order value exceeds \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021	Applies if the Purchase Order value exceeds \$7.5 Million and has a period of performance of more than 120 days. All disclosures of violations of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer

52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	
52.240-92	Security Requirements (FAR Class Deviation 25-20, Revision 1)	APR 2026	Applies if the Purchase Order requires access to classified information
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011	Applies if Company's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020	Company is only required to provide Reseller with the information required for Reseller to comply with its obligations under the clause; Company is not required to issue reports on its first-tier subcontractors; the information provided by Company will be made publicly available
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (FAR Class Deviation 25-21 Rev. 2)	APR 2025	Only Paragraphs (f), (h), (k), (l), (m), (o), (q), (s) and (u) apply to Purchase Orders; Alt I applies to time-and-materials and labor-hour Purchase Orders
52.219-8	Utilization of Small Business Concerns	JAN 2025	Applies if the Purchase Order offers further subcontracting opportunities
52.219-28	Post-Award Small Business Program Representation (Deviation 26-03, Rev. 1)	NOV 2025	
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Deviation 26-10,	APR 2026	

	Revision 2)		
52.222-35	Equal Opportunity for Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	Applies if the Purchase Order has a value exceeding \$15,000
52.222-37	Employment Reports on Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	Applies if the Purchase Order has a value exceeding \$10,000 and will be performed wholly or partially in the United States
52.222-41	Service Contract Labor Standards	AUG 2018	Applies if the Purchase Order is for the performance of services subject to the Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons	NOV 2021	Paragraph (h) only applies if any portion of the Purchase Order is for supplies, other than COTS items, acquired outside the United States or services to be performed outside the United States that has an estimated value exceeding \$550,000. If paragraph (h) applies to the Purchase Order, Company shall submit to Reseller the certification required by this clause prior to award of the Purchase Order and annually thereafter
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements	MAY 2014	Applies if the Company has certified that it is subject to this exemption
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements	MAY 2014	Applies if the Company has certified that it is subject to this exemption
52.222-54	Employment Eligibility Verification	JAN 2025	Applies if: (i) the Purchase Order is for services (except Commercial Services (as defined in FAR 2.101) that are part of the purchase of

			COTS items, or items that would be COTS items, but for minor modifications, performed by COTS providers, normally provided for the COTS item) or construction; (ii) the Purchase Order value exceeds \$3,500; and (iii) the Purchase Order includes work performed in the United States
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022	Applies if FAR 52.222-41 applies
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026	
52.224-3	Privacy Training	JAN 2017	Applies if Company employees will have access to a system of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records
52.224-3	Privacy Training, ALT I	JAN 2017	Applies if FAR 52.224-3 applies
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016	Applies to Purchase Orders that will be performed outside the United States in areas of combat operations, as designated by the Secretary of Defense; or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area
52.227-14*	Rights in Data - General	MAY 2014	
52.227-14*	Rights in Data – General, ALT IV	DEC 2007	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023	
52.237-3	Continuity of Services	JAN 1991	
52.240-91	Security Prohibitions and Exclusions		Excluding paragraphs (d)(1) and (i)(1)
52.240-91, ALT I	Security Prohibitions and Exclusions, Alternate I		Excluding paragraphs (d)(1) and (i)(1)
52.240-92	Security Requirements		Applies if Company requires

			access to classified information under the Purchase Order
52.240-92, ALT II	Security Requirements, Alternate I		Applies if Company requires access to classified information under the Purchase Order
52.244-6	Subcontracts for Commercial Products and Commercial Services (Deviation 26-10, Revision 1)	NOV 2025	
52.245-1*	Government Property	SEP 2021	
52.245-9	Use and Charges	APR 2012	Applies if FAR 52.245-1 applies to the Purchase Order
52.246-25	Limitation of Liability - Services	FEB 1997	
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021	Not applicable to Purchase Orders for commercial products or commercial services unless an exception in paragraph (e)(4) of the clause applies
52.251-1	Government Supply Sources	APR 2012	

HSAR Clause	Title	Date	Applicability
3052.203-70	Instructions for Contractor Disclosure of Violations	SEP 2012	
3052.204-71	Contractor Employee Access	JUL 2023	Applies if Company may have access to government facilities, Controlled Unclassified Information (CUI), or information resources
3052.204-71, ALT I	Contractor Employee Access, Alternate I	JUL 2023	Applies if Company will have access to information resources
3052.204-72	Safeguarding of Controlled Unclassified Information	JUL 2023	Applies to Purchase Orders when Company employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by Company; or a Company information system(s) will be used to process, store, or transmit CUI; Company is required to include this clause in lower-tier subcontracts when

			required by the clause
3052.204-72, ALT I	Safeguarding of Controlled Unclassified Information, Alternate I	JUL 2023	Applies to Purchase Orders when Federal information systems, which include contractor information systems operated on behalf of the agency, are used to collect, process, store, or transmit CUI
3052.205-70	Advertisements, Publicizing Awards, and Release – Alt I	SEP 2012	
3052.209-73	Limitation of Future Contracting	JUN 2006	Applies if stated on the Purchase Order
3052.215-70	Key Personnel or Facilities	DEC 2003	Applies if key personnel or facilities are identified in the Purchase Order
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003	
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003	
3052.228-70	Insurance	DEC 2003	Applies if the Purchase Order requires work on a Government installation

CLAUSES IN FULL TEXT

1.0 Travel

Company may be required to travel to support Purchase Order requirements. All travel required by Reseller, when the travel destination is beyond a 50-mile radius of Company's primary work location (either the assigned DHS onsite facility or Company's corporate office) will be reimbursed to Company in accordance with the Federal Travel Regulations and FAR 31.205-46 FAR Class Deviation 25-12 for FAR Part 313. Company shall be responsible for obtaining advance Reseller approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event. The travel requirement will be either in the contiguous United States (CONUS) or outside the contiguous United States (OCONUS).

2.0 Other Direct Cost (ODC) - Other than Travel

Materials and supplies are separate and distinct from those items included in the fixed rate or fixed price portions of the Purchase Order or included in Company's indirect rates.

Company shall not charge Reseller for materials/supplies that are priced in the fixed rates or fixed price portions of the Purchase Order or included in the indirect rates.

3.0 Qualified Contractor Personnel

Company shall be responsible for employing technically qualified personnel to perform the work specified in the Purchase Order. Company shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets Reseller's and the Government's specifications and requirements. Each Company employee must possess knowledge and experience directly related to the tasks required to perform under this Purchase Order.

Reseller and the Government reserves the right, during the life of this Purchase Order, to request work histories on any Company employee for the purposes of verifying compliance with the above requirements; additionally, Reseller and the Government reserves the right to review and approve resumes of Company key personnel proposed to be assigned to any Purchase Order. In addition, Company shall have the demonstrated ability to reach out to a wide variety of subject matter experts in relevant fields, retain the services, and productively engage them in support of government requirements.

4.0 Employee Identification

Company shall ensure that its employees identify themselves as employees of its respective company while working on the Purchase Order. For example, Company personnel shall introduce themselves in person and in voicemail, and sign attendance logs as employees of their respective companies, and not as DHS employees. Company shall ensure that its personnel use the following format signature on all official e-mails generated by DHS computers:

Name
Position or Professional Title
Company Name
Supporting the Component / Component Office of DHS
Phone
Fax
Other contact information as desired

5.0 Security Requirements

All Company personnel under this IDIQ shall be required to complete DHS Entry on Duty (EOD) and will not be permitted access to DHS facilities, systems and information until EOD status is approved.

The procedures outlined below will be used by the DHS Office of the Chief Security Officer (OCSO), Personnel Security Division (PSD) to process background investigations,

EOD determinations, and Fitness determinations, as required, in a timely and efficient manner.

Company employees (to include applicants, temporary, part-time and replacement employees) under the Purchase Order, requiring access to sensitive information, shall undergo a position-sensitivity analysis based on the duties each individual will perform on the Purchase Order. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS OCSO/PSD. Prospective Company employees shall submit the below completed forms to the DHS OCSO/PSD. The Standard Form (SF) 85-P must be completed electronically through the Office of Personnel Management's e-QIP SYSTEM. The SF-85P signature pages and other completed forms must be given to the OCSO/PSD no less than thirty (30) calendar days before the start date of the Purchase Order or thirty (30) calendar days prior to the requested entry on duty date, for all Company employees whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form (SF) 85-P, "Questionnaire for Public Trust Positions"
 - i. SF-85P Certification
 - ii. SF-85P Authorization for Release of Information
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS OCSO/PSD. Specific instructions on submission of packages will be provided upon award of the Purchase Order. The DHS OCSO/PSD may, as it deems appropriate, authorize and grant a favorable EOD decision based on preliminary checks. A favorable EOD decision allows a Company employee to commence work temporarily prior to the completion of the full background investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable Fitness determination will follow. In addition, a favorable EOD or Fitness determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, at any time during the term of the Purchase Order. No employee of Company shall be allowed unescorted access to a Government facility without a favorable EOD or Fitness determination by the DHS OCSO/PSD.

Limited access to Government buildings is allowable without an EOD decision if the contractor is escorted by a Government employee and the purpose of the visit is to attend a limited number of required briefings or non-recurring meetings in order to facilitate the transition of a contract. The intent of this statement is to allow a minimum amount of meeting/transition attendance to prepare for the new contract.

The DHS OCSO/PSD shall be notified of all terminations/resignations within five (5) calendar days of occurrence. Company shall return to the COR all DHS issued identification cards and building passes that have either expired or have been collected

from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to whom it was issued and the last known location and disposition of the pass or card.

When sensitive Government information is processed on Department telecommunications and automated information systems, Company shall provide for the administrative control of sensitive data being processed. Company personnel must have a favorable EOD or Fitness determination by the DHS OCSO/PSD, to access this information. If the Company fails to comply with Department security policy, Company is subject to having its access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Requests for Exception to U.S. Citizenship Requirement

Special procedures apply for exception to the requirement that persons accessing DHS systems be U.S. citizens. Under normal circumstances, only U.S. citizens are allowed access to DHS systems and networks; but there is a need at times to grant access to foreign nationals. Access for foreign nationals is normally a long-term commitment, and exceptions to citizenship requirements are treated differently from security policy waivers. Exceptions to the U.S. citizenship requirement should be requested by completing a Foreign National Visitor Access Request, DHS Form 11052-1, which is available online or through the DHS Office of the Chief Security Officer (OCSO). Components who have access may file the request via the Foreign National Vetting Management System (FNVMS), a part of the DHS OCSO Integrated Security Management System's (ISMS). For further information regarding the citizenship exception process, contact the DHS OCSO. All exception requests must go through Reseller.

This Policy Directive and the DHS 4300A Sensitive Systems Handbook apply to all DHS employees, contractors, detailees, others working on behalf of DHS, and users of DHS information systems that collect, generate, process, store, display, transmit, or receive DHS information unless an approved waiver has been granted. This includes prototypes, telecommunications systems, and all systems in all phases of the Systems Engineering Life Cycle (SELC).

Failure to follow these instructions may delay the completion of background investigations, EOD and Fitness determinations. Note that any delays in this process, which are not caused by the Government, do not relieve Company from performing under the terms of the Purchase Order.

6.0 Disclosure of Information

Company is reminded that information incorporated into the Purchase Order may be subject to disclosure under the Freedom of Information Act (FOIA).

Any information made available to Company by the Government must be used only for the purpose of carrying out the provisions of this Purchase Order and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Purchase Order.

In performance of this Purchase Order, Company assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of Company or Company's responsible employees.

Each officer or employee of Company or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by Company that information disclosed to such officer or employee can be used only for a specific purpose and to the extent authorized herein

7.0 Information Technology Security Awareness Training (JULY 2023)

(a) Applicability. This clause applies to Company, its subcontractors, and Company employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2)The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

8.0 Employee Identification

Visiting Company employees shall comply with all Government escort rules and requirements. All Company employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

Company employees working on-site at Government facilities shall wear a Government issued identification badge. All Company employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

9.0 Employee Conduct

Company's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. Company shall ensure Company employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Program Manager shall ensure Company employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

Removing Employees for Misconduct or Security Reasons

Reseller or the Government may, at its sole discretion, direct Company to remove any Company employee from DHS facilities for misconduct or security reasons. Removal does not relieve Company of the responsibility to continue providing the services required under the Purchase Order. Reseller or the Government will provide Company with a written explanation to support any request to remove an employee.

10.0 Disclosure of “Official Use Only” Information Safeguards

Any Government information made available or to which access is provided, and which is marked or should be marked “Official Use Only”, shall be used only for the purpose of carrying out the provisions of this Purchase Order and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Purchase Order. Disclosure to anyone other than an officer or employees of the Company or subcontractor at any tier shall require prior written approval of the Government. Requests to make such disclosure should be addressed to Reseller.

Each officer or employee of Company or subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by Company that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

11.0 Training

The Government will not allow costs, nor reimburse costs associated with Company training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this SOW.

12.0 Intellectual Property Records and Data Rights

Records and data shall be documented in deliverable reports (electronically). Any databases/codes shall that reside on DHS equipment shall be delivered electronically and become the sole property of the United States Government.

Company shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of personnel information. Company agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Company or employee of the Company to whom information may be made available or disclosed shall be notified in writing by Company that such information may be disclosed only for a purpose and to the extent authorized by this Purchase Order.

Performance of this effort may require Company to access and use Government contractor proprietary data and information whose dissemination or use, other than for the intended performance of this effort, would be adverse to the interests of the DHS. Company personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the DHS, except to authorize government personnel or upon written approval from DHS COR, obtained through Reseller. Company shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort.

This Purchase Order does preclude the use of any data independently acquired by Company without such limitations or prohibits an agreement at no cost to DHS between Company and the data owner that provides for greater rights to Company.

DHS, for itself and such others as it deems appropriate, will have unlimited rights under this Purchase Order and subsequent orders to all information and material developed under this Purchase Order and furnished to Reseller for furnishing to the Agency and documentation thereof, reports and listing, and all other items pertaining to the work and services pursuant to this Purchase Order including any copyright. Unlimited rights under this Purchase Order are rights to use, duplicate, or disclose data, and information, in whole or part in any manner and for any purpose whatsoever without compensation to or approval from Company.

DHS will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above mentioned items. All digital files and data, and other products processed, evaluated, loaded, and/or created as a result of this Purchase Order, shall become the sole property of the DHS unless specific exception is granted by the Contracting Officer, through Reseller.

13.0 Protection of Information

Company access to proprietary information is required under this Purchase Order. Company employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. Company shall ensure that all Company personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6). Company shall in the act of transferring and or purging data be in compliance with NIST Special Publication 800-88 (Guidelines for Media Sanitization).