



FAA SAVES IT HW CONTRACT NO. 692M15-19-D-00015
PRIME CONTRACT FLOWDOWNS

BETWEEN

SUBCONTRACTOR

(Also Referred to as **Subcontractor, Offeror** or **Seller**)

AND

Iron Bow Technologies, LLC

2303 Dulles Station Blvd, Suite 400

Herndon, VA 20171

(Also Referred to as **Prime Contractor** or **Buyer**)

WHERE THE WORDS “CONTRACTING OFFICER” AND “CONTRACTOR” APPEAR IN THE TEXT OF SUCH PROVISIONS, SUCH REFERENCE SHALL MEAN “IRON BOW” AND “SUBCONTRACTOR” RESPECTIVELY. REFERENCES IN SUCH PROVISIONS TO THE “GOVERNMENT” SHALL REMAIN AS STATED EXCEPT WHERE IT IS CLEAR THAT “IRON BOW” SHOULD BE SUBSTITUTED ACCORDINGLY. ALL REFERENCES IN SUCH PROVISIONS TO “CONTRACT” SHALL MEAN THIS SUBCONTRACT. ADDITIONAL OR DIFFERING TERMS, CONDITIONS OR LIMITATIONS OF LIABILITY PROPOSED BY SELLER, WHETHER IN A QUOTE, ACCEPTANCE OR DELIVERY DOCUMENT SHALL HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY BUYER. IN PARTICULAR, ANY LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY IS EXPRESSLY REJECTED.

3.10.1-9 STOP-WORK ORDER (OCT 1996)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled, and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at



the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (NOV 2016)

(a) In performance of this contract, the contractor and any of its subcontractors, may need access to and use various data and information in the possession of the Government. This data and information may have been obtained under conditions which restrict the Government's right to use and disclose this data and information or which may be adverse to the interests of the Government or other parties if it is disseminated or used in a capacity other than in performance of this contract. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless it is already publicly available; or (2) use for any purpose other than the performance of this contract any data or information which bears a restrictive marking or legend which the contractor has gained access to through the performance of this contract, or information that should be marked according to FAA Order 1600.75 "Protecting Sensitive Unclassified Information (SUI)". For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form.

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

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information as required above. The contractor must obtain from each employee in connection with this contract a signed Non-Disclosure Agreement. This agreement must provide that the employee will not, during employment or anytime thereafter, disclose or use for current or future benefit of any party any of the data (to include any form of Sensitive Unclassified Information (SUI) described in FAA Order 1600.75) or information not publicly available received in connection with the work under the contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third-party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information described above obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed. The FAA reserves the right to audit the



deletion. The FAA must provide notice of the audit 10 calendar days prior to the audit.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

H.02 ASSET TAGS

The Contractor must apply a Government designated bar code label, and/or other Government-approved identification mechanism to the items listed below. The Government may add or remove items from the list, as required. Labels provided by the Contractor must not duplicate numbers on any orders going to the same Government organization, either via this Contract or any other purchasing method.

*Items requiring asset tags:

- i. All personal computing devices purchased by the FAA to include, Laptops, Desktops, Servers and Tablets, or
- ii. Any item with an acquisition value over \$5,000.

*The purchasing customer cannot opt out of the SAVES barcoding of these specific devices.

The Asset Identification Specification document provides detailed information on the format, content, materials, and placement of the FAA's bar code labels.

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the 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://conwrite.faa.gov>.

(End of clause)

- 3.1.7-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (JUL 2018)
- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2018)
- 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST - MITIGATION PLAN REQUIRED (APR 2012)
- 3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (JUL 2018)
- 3.1.8-1 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (OCT 2014)
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (OCT 2014)
- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (JUL 2004)
- 3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)
- 3.2.2.3-83 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (OCT 2015)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
- 3.2.2.8-1 MATERIAL REQUIREMENT (APR 2009)



- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)
- 3.2.5-4 CONTINGENT FEES (OCT 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2010)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)
- 3.2.5-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 3.3.1-1 PAYMENTS (JUL 2018)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (JUL 2018)
- 3.3.1-7 LIMITATION ON WITHHOLDING OF PAYMENTS (JUL 2018)
- 3.3.1-8 EXTRAS (JUL 2018)
- 3.3.1-9 INTEREST (JUL 2018)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)
- 3.3.1-17 PROMPT PAYMENT (JUL 2018)
- 3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCT 2012)
- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2018)
- 3.3.2-1 FAA COST PRINCIPLES (JAN 2016)
- 3.4.2-6 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APR 2013)
- 3.5-1 AUTHORIZATION AND CONSENT (JAN 2019)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)
- 3.5-3 PATENT INDEMNITY (APR 2017)
- 3.5-13 RIGHTS IN DATA - GENERAL (OCT 2014)
- 3.5-17 RIGHTS IN DATA - EXISTING WORKS (JAN 2009)
- 3.5-18 COMMERCIAL COMPUTER SOFTWARE LICENSE (JAN 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (MAR 2009)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (APR 2018)
- 3.6.1-6 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 2010)
- 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (APR 2016)
- 3.6.1-9 MENTOR PROTEGE PROGRAM (APR 2018)
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (OCT 2016)
- 3.6.2-4 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2018)



- 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
- 3.6.2-10 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (NOV 1997)
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (OCT 2018)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2018)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (OCT 2018)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)
- 3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)
- 3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (OCT 2016)
- 3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)
- 3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (OCT 2018)
- 3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (OCT 2016)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.9.1-1 CONTRACT DISPUTES (OCT 2011)
- 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
- 3.10.1-7 BANKRUPTCY (APR 1996)
- 3.10.1-12 CHANGES - FIXED-PRICE (APR 1996)
- 3.10.1-12 CHANGES - FIXED-PRICE (APR 1996) - ALTERNATE II (APR 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)
- 3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (APR 2013)
- 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)
- 3.10.4-19 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JAN 2018)
- 3.10.5-1 PRODUCT IMPROVEMENT/ TECHNOLOGY ENHANCEMENT (APR 1996)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)
- 3.13-11 PLAIN LANGUAGE (JUL 2006)
- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JAN 2018)

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JAN 2019)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:



- (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or
 - (iii) are used during performance; and
- (2) The name of each individual, retained in any capacity by the contractor, who was employed by FAA during the five-year period immediately prior to the date of award; and
- (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
- (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(h) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The



Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that:

- (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract;
- (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why;
- (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and
- (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(End of clause)