



**FAA SAVES VTC CONTRACT NO. 692M15-18-D-00004**  
**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.**

**G – Clauses**

**G.12 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

(a) The Government provides notice and Contractor acknowledges receipt that Government personnel observe the listed days as holidays:

New Year’s Day  
Martin Luther King’s Birthday  
President’s Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Day Veteran’s Day  
Thanksgiving Day  
Christmas Day

(b) In addition to the days designated as holidays, the Government observes the following days: Any

other day designated by Federal Statute  
Any other day designated by Executive Order  
Any other day designated by the President’s Proclamation



## Section H – Clauses

### H.1 ACCESS TO GOVERNMENT FACILITIES

Access to all Government facilities must be coordinated with the COR. While contractor personnel are at Government facilities, they must comply with all rules and regulations of the site.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will, however, be scheduled to permit timely performance of contract requirements.

While on a Government facility, all contractor personnel must wear badges which clearly identify the wearer as a contractor (non-Government) employee. Such badges are to be provided by the Contractor, unless otherwise provided by the Government facility.

## Section I - Clauses

### 3.1-1 Clauses and Provisions Incorporated by reference (July 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 (August 1997)
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.7-4 Organizational Conflict of Interest – Mitigation Plan Required (April 2012)
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)
- 3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2014)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (April 2014)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)
- 3.2.2.3-33 Order of Precedence (March 2009)
- 3.2.2.3-83 Prohibition Against Contracting with Inverted Domestic Corporations (October 2015)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 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 2010)
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-7 Limitation on Withholding of Payments (May 1997)
- 3.3.1-8 Extras (May 1997)
- 3.3.1-9 Interest (September 2009)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (April 2012)
- 3.3.1-20 Providing Accelerated Payment to Small Business Subcontractors (October 2012)
- 3.3.1-34 Payment by Electronic Funds Transfer- Systems For Award Management



- (August 2012)
- 3.3.1-38 Unenforceability of Unauthorized Obligations (April 2014)
- 3.4.1-12 Insurance (July 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 2013)
- 3.5-1 Authorization and Consent (January 2009)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
- 3.5-3 Patent Indemnity (January 2009)
- 3.5-13 Rights in Data - General (October 2014)
- 3.5-18 Commercial Computer Software License (January 2009)
- 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (August 2012)
- 3.6.1-6 Liquidated Damages – Subcontracting Plan (January 2010)
- 3.6.1-7 Limitations on Subcontracting (April 2016)
- 3.6.1-9 Mentor Protégé Program (April 2016)
- 3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)
- 3.6.1-11 Mentor-Protégé Requirements and Evaluation (April 2016)
- 3.6.1-15 Post-Award Small Business Program Representation (April 2011)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-4 Walsh-Healey Public Contracts Act (October 2014 )
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)
- 3.6.2-12 Equal Opportunity for Veterans (January 2011)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (October 2014)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (October 2014)
- 3.6.2-39 Trafficking in Persons (October 2015)
- 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (January 2012)
- 3.6.3-14 Use of Environmentally Preferable Products (October 2016)
- 3.6.3-16 Drug Free Workplace (March 2009)
- 3.6.3-17 Efficiency in Energy-Consuming Products (October 2016)
- 3.6.3-23 Delivery of Electronic and Paper Documents (October 2016)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
- 3.9.1-1 Contract Disputes (October 2011)
- 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)
- 3.10.1-12 Changes - Fixed-Price Alternate II (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
- 3.10.1-26 Contractor Performance Assessment Reporting System (April 2013)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
- 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)
- 3.13-5 Seat Belt Use by Contractor Employees (October 2001)
- 3.13-11 Plain Language (July 2006)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (October 2012)



### **3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

- (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 names of all former FAA employees, retained by the Contractor who were employed by FAA during the two year period immediately prior to the date of:
    - (i) the award; or
    - (ii) their retention by the Contractor; 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 RELATIONSHIP**



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

(End of clause)

**3.2.2.8-8 Liquidated Damages - Supplies, Services, or Research and Development (October 2014)**

- (a) If a Contractor fails to deliver the supplies or perform the services within the time specified in this Contract, the Contractor shall, in place of actual damages, pay the Government liquidated damages of \$100.00 per calendar day of delay.
- (b) If the FAA terminates this Contract in whole or in part under the applicable Default clause, the Contractor is liable for liquidated damages accruing until the FAA reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Default clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default clause in this Contract.

(End of clause)

**3.2.4-16 Ordering (October 2011)**

- (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 Contract. Such orders may be issued from date of award through 60 months thereafter.
- (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 issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the Contract.

(End of clause)



### **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 \$10.00 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 item in excess of TBD

(2) Any order for a combination of items in excess of TBD or

(3) A series of orders from the same ordering office within two 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 one 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.

(End of clause)

### **3.2.4-20 Indefinite Quantity (July 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 sixty-six months from date of award.

(End of clause)

**3.2.4-34 Option to Extend Services (October 2014)**

The Government may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

**3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of clause)

**3.2.5-15 ATTORNEY-CLIENT PRIVILEGE (January 2016)**

(a) During performance of the contract, the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA.

(b) During performance of this Contract, the Contractor also may encounter, come into possession of or otherwise become aware of documents or other communications and/or their contents which reflect legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA.

(c) Employees of the Contractor may be asked to participate as witnesses in judicial or administrative meetings, litigation or other proceedings where Contractor employees participation is necessary. In such proceedings involving third parties to which the Contractor is not a named party, the Contractor must support the FAA by promptly providing to the FAA any documents requested which the Contractor may have in its possession and by making Contractor employees available to assist FAA attorneys. This clause does not preclude the Contractor or the Contractor employees from being represented by Counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the FAA.

(d)The contractor must consider any and all other communications between attorney and client it encounters, however denominated, as communications that are part of the FAA deliberative process, attorney-client or attorney-work product, all of which are privileged and not subject to disclosure outside the Agency or to the public.

(e)If the Contractor believes it cannot or will not comply with the obligations set forth in this clause, it has an affirmative obligation immediately to notify the Contracting Officer. Any failure by the Contractor to ensure compliance by its employees with this clause will be considered by the FAA to be a material breach of the contract. The obligations set forth in this clause survive the contract.

(end of clause)

### **3.3.1-33 System for Award Management (October 2016) (a)**

Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information: (i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.



- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

### **3.6.2-14 Employment Reports on Veterans (January 2011)**

- (a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:
- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
  - (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.3-20 IEEE 1680 Standards for Environmental Assessment of Electronic Products (October 2016)**

(a) Definitions. As used in this clause:

"Computer monitor" means a video display unit used with a computer.

"Desktop computer" means a computer designed for use on a desk or table, including integrated desktop computers.

"Imaging equipment" means a copier, digital duplicator, fax machine, mailing machine, multifunction device (MFD), printer or scanner.

"Notebook computer" means a portable-style or laptop-style computer system, including two-in-one products.

"Personal computer product" means a notebook computer, a desktop computer, computer monitor, slate/tablet, thin client, or workstation, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

"Slate/tablet" means a computing device designed for portability that meets all of the following criteria: (1)

Includes an integrated display with a diagonal size greater than 6.5 inches and less than 17.4 inches;

(2) Lacking an integrated, physically attached keyboard in its as-shipped configuration; (3)

Includes and primarily relies on touchscreen input; (with optional keyboard);

(4) Includes and primarily relies on a wireless network connection (e.g., Wi-Fi, 3G, etc.); and

(5) Includes and is primarily powered by an internal battery (with connection to the mains for battery charging, not primary powering of the device).

"Television" or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. Televisions with computer capability (e.g. computer input port) may be considered a TV as long as they are marketed and sold to consumers primarily as TVs.

"Thin Client" means an independently-powered computer that relies on a connection to remote computing resources (e.g., computer server, remote workstation) to obtain primary functionality.

"Workstation" means a high-performance, single-user computer typically used for graphics, CAD, software development, financial and scientific applications among other computer intensive tasks.

(b) Under this contract, the Contractor shall deliver, furnish for FAA use, or furnish for contractor use at an FAA-owned facility, only electronic products (e.g., personal computers, imaging equipment and televisions) or services that meet or exceed specifications, standards, or labels recommended by EPA (e.g., Electronic Product Environmental Assessment Tool (EPEAT) Bronze, Silver, or Gold electronic products) and follow the latest version of EPA's Recommendation of Specifications, Standards, and Ecolabels for electronics.

In the performance of this contract, the Contractor must:

(1) Report to the CO, with a copy to the Contracting Officer's Representative (COR), the number (by product type) of environmentally sustainable electronic products provided by the Contractor during the previous Federal government fiscal year quarter.

(2) Submit this report quarterly no later than the 15th of the month following the closing of a quarter; and

(3) Contact the CO to obtain the preferred submittal format, if that format is not specified in this contract. (End of

clause)

### **3.14-2 Contractor Personnel Suitability Requirements (July 2016)**

1. No contractor employee, subcontractor, or consultant will be granted unescorted access without possessing a valid FAA Identification Card.

2. Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) must approve designated risk levels for the positions under the contract. Those risk levels are:

#### **\*Designated Risk Level- Tier 1**

3. For all contractor employees, subcontractors, or consultants requiring a FAA Identification Card, the contractor will:

a. Submit to the SSE a point of contact (POC) who will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov))

b. The Contractor's VAP POC is responsible for entering all contractor employee information into the system.

4. Authorization for the contractor to begin work will be an interim or final suitability notification from the SSE.

5. If an employee has had a previous U. S. Government conducted background investigation which meets, at the minimum, the investigative requirements FAA Order 1600.72 and Federal Information Processing Standards Publication 201 (FIPS-201) series, it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary.

a. If a prior investigation exists and there has not been a two-year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

b. The contract may include positions that are temporary, seasonal, or under escort only as defined by FAA Order 1600.72. [In such cases, an OPM Position Designation Tool (PD Tool) for each specific position will be established as the minimum investigative requirements may differ from the NACI.]

6. If no previous investigation exists, the SSE will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

b. Instruct the applicant how to enter and complete the eQIP form;

c. Provide where to send/fax signature and release pages and other applicable forms;

d. Provide instructions regarding fingerprinting.

e. The applicant must complete the eQIP form and submit other required material within 15-calendar-days of receiving the e-mail from the SSE.

f. For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, as follows:

For Headquarters Contracts:

Manager, Contractor Operations Branch, AIN-420  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

7. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with any security related contract requirements, any security related FAA Order, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

8. The contractor must immediately comply with the CO direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action via the VAP within the timeframe prescribed in paragraph 10 of this clause.

9. No contract employee will work in a high, moderate, or low risk position unless the SSE has authorized the contractor employee to begin work. This authorization comes only in the form of an Interim or Final Suitability e-mail/letter notification from FAA/ASH/SSE.

10. The Contractor must update the VAP within twenty-four (24) hours after any contractor employee is terminated/transferred from performance on the contract. If the FAA issued the contract employee an identification card, the contractor must collect the card and return it to the SSE within five-business-days of the employee's termination or transfer.

11. Monthly, the Contractor's VAP POC will request a report within the VAP that provides a list of all contractors for each contract the POC oversees. Within twenty-four (24) hours, the Contract VAP POC must correct the VAP to address any discrepancies identified in the monthly report.

12. After coordination with the SSE, the CO may 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 must provide, or cause each of its employees to provide, such security information to the SSE.

13. The contractor and/or subcontractor(s) must contact the CO, COR, SSE (Regional and/or Center Security Divisions) or AIN-420 at Headquarters within one-business-day in the event an employee is arrested (i.e., taken into custody 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.

14. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

15. 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 will be subject to an equitable adjustment.

16. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72 do not apply.

(End of Clause)

### **3.14-4 Access to FAA Systems and Government Issued-Property (November 2016)**

1. It may become necessary for the Government to grant access to FAA systems or issue government property to contractor employees. Prior to or upon completion or termination of the work under the contract, the contractor must return all such government issued property to the Contracting Officer's Representative (COR).

2. When contractor employees who have been issued such items are terminated or no longer required to perform the work, or will not be accessing FAA systems for 30 or more calendar days, the government- issued property must be returned to the Government and the employee status in the Vendor Application Process (VAP) System must be updated within 24-hours after the Contractor employee no longer needs access.

3. Improper use, possession or alteration of government-issued property is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

4. In the event such government issued property is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each item of government issued property not returned. If the government issued property is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the contractor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operations Center (phone 1(866)-580-1852(Option 1) or email [9-AWA-SOC@faa.gov](mailto:9-AWA-SOC@faa.gov)).

5. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

6. The Government retains the right to inspect inventory, or audit government property issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (4) of this clause apply.

7. All government-issued property must be approved by the COR who will require the Contractor employee to sign a receipt for each item. Lost or stolen government-issued property must immediately be reported concurrently to the Contracting Officer (CO), COR, and the FAA SOC at the telephone number and email address listed under section (4) above.

8. Each Contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid FAA Identification card on the front portion of his/her body between the neck and waist. Each FAA Identification cardholder must not affix pins, stickers, or other decorations to the card.

9. Prior to any contractor employee obtaining a FAA Identification Card or other government property, IAW FAA Order 1600.78 the contractor is required to:

- a. Enter data for each employee into the VAP as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements.
- b. The Servicing Security Element (SSE) will determine whether final suitability can be granted due to:
  - i. Existence of a previous investigation, or:
  - ii. Initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.
- c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE.
- d. Authorization for the contractor employee to begin work will be an Interim or Final Suitability notification from the SSE.

10. To obtain a FAA Identification Card, IAW FAA Order 1600.78 Contractor employee must:

- a. Submit an identification Card Application (DOT 1681) using the automated system located at <https://idms.faa.gov/1681>. The application must be approved by the CO or to the COR.
- b. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator).
- c. The contractor must contact the SSE to obtain the procedures for obtaining their FAA Identification Card.

11. The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees:

- a. Final out-processing must be accomplished by close of business the final workday of the contractor employee.

b. The COR must be notified in writing and ensure that all government issued property is returned to the COR within 30 calendar days.

c. VAP is updated within twenty-four (24) hours for the departing employee.

12. All contractors and subcontractor employees with access to FAA systems must have a FAA-issued Personal Identity Verification (PIV) card and must use the PIV card to authenticate to the FAA system. Approved contractor equipment or software in accordance with clause 3.10.3-9 "Use of Contractor Equipment or Software - Permitted" that connects to FAA systems must be configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the FAA will furnish and configure the PIV software.

13. The contractor must insert this clause in all subcontracts under the contract (End

of Clause)

### **Section J – Clauses**

- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)
- 3.2.5-2 Independent Price Determination (October 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

### **Section L – Clauses**

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offerors (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-72 Announcing Competing Offerors (July 2004)
- 3.6.2-7 Pre-award On-Site Equal Opportunity Compliance Review (July 2011)

### **ADDITIONAL FLOWDOWN CLAUSES**

#### **3.1.9-1 Electronic Commerce and Signature (July 2013)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:

- (1) Contracts written on paper and contracts in electronic form; (2) Pen-and-ink signatures and electronic signatures; and
- (3) Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) Certain documents may need to be provided or maintained in original form, such as large scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology [CO to enter the means of electronic signature technology authorized to include PIN numbers or passwords, digital signatures, smart cards, etc.].

(End of Clause)

### **3.13-15 Confidentiality of Data and Information** (November 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 publically 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 publically 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)

AMS Clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2019) is incorporated as full text and reads as follows: (a) Definitions. As used in this clause-- Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear

equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or 5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments including subcontracts for the acquisition of commercial items.

(End of Clause)