

NASA SEWP VI - MASTER MANDATORY FLOWDOWNS

NASA SEWP VI - Iron Bow Technologies, LLC IDIQ Contracts:

Category A –80TECH26D2051 & Category B - 80TECH26D1073

September 2026

FLOWDOWN PROVISIONS

BETWEEN

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

AND

Iron Bow Technologies, LLC
2121 Cooperative Way, Suite 500
Herndon, VA 20171

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

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.

1. SEWP VI-Specific Mandatory Subcontract Flowdowns

A.1.30 SUPPLY CHAIN RISK

Definition. “Supply chain risk” means the risk that an adversary may sabotage, maliciously introduce an unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) to survey, deny, disrupt, or otherwise degrade the function, use, or operation of such system.

The Contractor shall implement appropriate safeguards and countermeasures in the provision of supplies and services to the Government to minimize supply chain risk.

In order to manage supply chain risk, the Government may use the appropriate authorities (such as those provided by section 806 of Pub. L. 111-383 for Department of Defense orders and section 514 of the Consolidated Appropriations Act). In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a contractor’s supply chain. The Government reserves the right to require third party audits to validate compliance.

If the Government exercises the appropriate authority such as that provided in section 806 of Pub. L. 111-383 (for Department of Defense orders) to limit disclosure of information, no action undertaken by the Government under

such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts involving the development or delivery of any information technology whether acquired as a service or as a supply.

The contractor shall be aware and following the latest standards and guidelines of the following key practices:

Open Trusted Technology Provider™ Standard (O-TTPS) – Mitigating Maliciously Tainted and Counterfeit Products Part 1: Requirements and Recommendations, Version 1.1.1 (technically equivalent to ISO/IEC 20243-1:2018). Available at <https://publications.opengroup.org/standards/trusted-technology/c185-1> and

<https://www.iso.org/standard/74399.html>; National Institute of Standards and Technology (NIST) publication NIST 800-161 Rev.1, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations (May 2022). Available at <https://doi.org/10.6028/NIST.SP.800-161r1>; NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry (February 2021). Available at: <https://doi.org/10.6028/NIST.IR.8276>; and

NIST publication SP 800-218, Secure Software Development Framework (SSDF) Version 1.1: Recommendations for Mitigating the Risk of Software Vulnerabilities (February 2022). Available at:

<https://csrc.nist.gov/pubs/sp/800/218/final> ; and Other Government and Industry requirements, standards and guidance centered on Supply Chain Risk Management, such as NISTIR 7622, Executive Order 14028, NIST Software Supply Chain Security Guidance, ANSI/ASIS SCRM 1.2014, ISO 28000:2007, ISO 31000.

(End of text)

A.1.31 NFS 1852.225-70 EXPORT LICENSES (FEB 2000)

The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120- 130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.

The Contractor shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions/exceptions. The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

A.1.33 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

Definitions. As used in this clause –

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

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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 audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls: Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems). Limit information system access to the types of transactions and functions that authorized users are permitted to execute. Verify and control/limit connections to and use of external information systems. Control information posted or processed on publicly accessible information systems. Identify information system users, processes acting on behalf of users, or devices. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks. Identify, report, and correct information and information system flaws in a timely manner. Provide protection from malicious code at appropriate locations within organizational information systems. Update malicious code protection mechanisms when new releases are available. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

2. FAR 52.212-5(e)(1) - Commercial Product / Commercial Service Flowdowns

The following is the controlling commercial-product/commercial-service flowdown list from FAR 52.212-5(e)(1) as included in the SEWP VI master terms. Unless otherwise indicated, the extent of each flowdown is governed by the individual clause. Applicability must be evaluated for each subcontract.

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract

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for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower- tier subcontracts that offer subcontracting opportunities.

52.222-21, Prohibition of Segregated Facilities (APR 2015).

52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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) (41 U.S.C. chapter 67).

52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

3. FAR 52.212-5 Alternate II (NOV 2024) - Additional Records Requirement

Alternate II is retained here without repeating the full clause list already stated in Section 2. If Alternate II applies to the applicable SEWP VI order/subcontract, the following additional/modified requirements must be addressed:

Alternate II (NOV 2024) As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G 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 the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

Unique Alternate II clause not repeated in Section 2: 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

4. Task Order-Specific Flowdowns

Each subcontract or purchase order issued in support of SEWP VI shall be reviewed against the applicable Government task or delivery order. Any additional agency-specific, security, labor, export-control, supply-chain, data-rights, privacy, or other clauses required by the Ordering Contracting Officer shall be incorporated when applicable. The SEWP VI master contract terms control in the event of a conflict with order-level terms.