

# Region 4 Education Service Center (ESC)

Technology Solutions, Products and Services

Submitted by: Iron Bow Technologies, LLC 2303 Dulles Station Blvd. Suite 400 Herndon, VA 20171

Solicitation No. 21-04

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Submitted to: Crystal Wallace 7145 West Tidwell Road Houston, TX 77092

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# Glossary

Acronym	Definition		
ABC	Alcoholic Beverage Control		
Agency	Participating Public Agency		
Al	Artificial Intelligence		
ANSI	American National Standard Institute		
ATO	Authority to Operate		
ATS	Apptis Technology Solutions LLC		
AV	audio/visual		
AWS	Amazon Web Services		
B2B	business-to-business		
B2C	business-to-consumer		
BEAR	Billed Entity Applicant Reimbursement		
BI	business intelligence		
BOM	bill of materials		
BPA	Blanket Purchase Agreement		
CaaS	Communications-as-a-Service		
CAD	computer-aided design		
CCIE	Cisco Certified Internetwork Expert		
CCNA	Cisco Certified Network Associate		
CCNP	Cisco Certified Network Professional		
CEO	Chief Executive Officer		
CEVN	Clinical Enterprise Videoconferencing Network		
CFO	Chief Financial Officer		
CIO-CS	Chief Information Officer – Commodities and Solutions		
CO	Contracting Officer		
CONUS	Contiguous United States		
C00	Chief Operating Officer		
COOP	continuity of operations		
COR	Contracting Officer Representative		
COTS	commercial off-the-shelf		
COV	Commonwealth of Virginia		
CPAR	Contractor Performance Assessment Reports		
CPO	Chief Procurement Officers		
CSC	Client Service Center		
CSE	Consulting System Sales Engineer		
СТО	Chief Technology Officer		
DaaS	Device-as-a-Service		
DBaaS	Database-as-a-Service		
DBE	Disadvantaged Business Enterprise		
DM	Digital Media		
DNS	Domain Name System		
DoD	Department of Defense		
DOS	Department of State		

Acronym	Definition		
DOT	Department of Transportation		
DR	disaster recovery		
DRaaS	Disaster Recovery-as-a-Service		
DSP	digital signal processor		
EBS	Oracle E-Business Suite		
EDI	electronic data interchange		
EHR	Electronic Health Records		
ElTaaS	Enterprise IT as a Service (EITaaS)		
EMS	energy management system		
EOL	end-of-life		
EOS	end-of-service		
EPA	Environmental Protection Agency		
EPEAT	Electronic Product Environmental Assessment Tool		
ERP	Enterprise Resource Planning		
ETA	estimated time of arrival		
EUC	End User Services – Computing		
FAA	Federal Aviation Administration		
FBI	Federal Bureau of Investigation		
FCC	Frederick Community College		
FFP	firm fixed price		
FTE	full time employee		
GCC	Government Community Cloud		
GSA	General Services Administration		
GWAC	Government Wide Acquisition Contracts		
HDMI	High-Definition Multimedia Interface		
HII	Huntington Ingalls Incorporated		
HPE	Hewlett Packard Enterprise		
HR	Human Resources		
HUB	Historically Underutilized Business		
HUBZone	Historically Underutilized Business Zone Enterprise		
laaS	Infrastructure-as-a-Service		
IDIQ	Indefinite Delivery/Indefinite Quantity		
loT	Internet of things		
IP	Internet Protocol		
ISMS	Information Security Management System		
ISO	International Organization for Standardization		
ISR	Inside Sales Representative		
IT	information technology		
ITAP	Information Technology Acquisition Program		
ITES	Information Technology Enterprise Solutions		
ITIL	Information Technology Infrastructure Library		
ITISP	IT Infrastructure Services Program		
ITSM	IT Service Management		

Acronym	Definition		
MaaS	Monitoring-as-a-service		
MS	Microsoft		
NaaS	Network-as-a-Service		
NASA	National Aeronautics and Space Administration		
NETCENTS	Network-Centric Solutions		
NIC	Network Interface Cards		
NIH	National Institutes of Health		
NITAAC	NIH Information Technology Acquisition and Assessment Center		
NNS	Newport News Shipyard		
O&M	operation and maintenance		
OEM	original equipment manufacturer		
OLAO	Office of Logistics and Acquisition Operations		
OS	operating system		
OSHA	Occupational Safety and Health Administration		
PaaS	Platform-as-a-Service		
PM	Project Manager		
PMBOK	Program Management Body of Knowledge		
PMG	ProMedia Group		
PMI	Program Management Institute		
PMO	Program Management Office		
POE	Power over Ethernet		
PPDIOO	Prepare, Plan, Design, Implement, Operate, and Optimize		
PR	Public Relations		
PRI	Primary Rate Interface		
PSA	public service announcement		
PSS	Professional Support Services		
PTZ	pan-tilt-zoom		
QA	quality assurance		
QAM	quadrature amplitude modulation		
RFP	Request for Proposal		
RMA	Return Merchandise Authorizations		
SaaS	Software-as-a-Service		
SAVES	Strategic Sourcing for the Acquisition of Various Equipment and Supplies		
SBA	Small Business Administration		
SBE	Small Business Enterprise		
SBLO	Small Business Liaison Officer		
SDB	Small Disadvantaged Business		
SDM	Service Delivery Methodology		
SDVOSB	Service Disabled Veteran Owned Small Business		
SEM	Search Engine Marketing		
SEO	Search Engine Optimization		
SEWP	Solutions for Enterprise-Wide Procurement		
SIP	Session Initiation Protocol		

Acronym	Definition	
SLED	State/Local/Education	
SME	subject matter expert	
SMO	Social Media Optimization	
SOP	standard operating procedure	
SOW	Statement of Work	
SPIN	Service Provider Identification Number	
SSA	Social Security Administration	
StaaS	Storage-as-a-Service	
SWOT	strengths, weakness, opportunities, and threats	
TAG	Technical Assistance Group	
UC	unified communications	
UCaaS	Unified Communications as a Service	
UCC	Unified Communication and Collaboration	
UCM	Unified Communications Manager	
VA	Department of Veterans Affairs	
VAR	Value-Added Resellers	
VITA	Virginia Information Technologies Agency	
VLAN	virtual local area network	
VoIP	Voice over Internet Protocol	
VOSB	Veteran Owned Small Business	
VTC	video teleconference	
WOSB	Woman-Owned Small Business	
XaaS	Anything as a service	

# TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)

# APPENDIX A

#### **DRAFT CONTRACT**

This Contract ("Contract") is made as	of, 2020 by and between
. ,	("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase	of Technology Solutions, Products and Services_("the
products and services").	

# **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

- sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

# **OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Iron Bow Technologies, LLC	
Address	2303 Dulles Station Blvd., 4th Floor	
City/State/Zip	Herndon, VA 20170	
Telephone No.	(703) 279-3000	
Email Address	Katie.Barton@ironbow.com	
Printed Name	Katie Barton	
Title	Sr Account Manager	
Authorized signature	Katis Barton	
Accepted by Region 4 ESC	<b>:</b>	
Contract No.		
Initial Contract Term	to	
Region 4 ESC Authorized Bo	pard Member Date	_
D: (N		
Print Name		
Region 4 ESC Authorized Bo	pard Member Date	_
Print Name		

#### APPENDIX B

#### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

# Check one of the following responses:

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

# TAB 2PRODUCTS/PRICING AND MARKET BASKET (APPENDIX E)

# 2.1 Proposed Pricing (i, ii)

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
- · Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

The Technology Solutions Catalog is provided on a flash drive as part of our response.

In addition to the pricing for our Technology Solutions and Services, Iron Bow is providing pricing for Value-Added Services. We have fixed price micro-assessments, IronTarget, Telehealth solutions, 24 X 7 X 365 Service Desk, Microsoft (MS) Teams and Cisco WebEx Integration Services, and Anything as a service (XaaS).

# 2.2 Pricing Availability (iii)

#### iii. Is pricing available for all products and services?

Pricing is available to any Participating Public Agency (Agency) for the products and services proposed. The Agency will receive direct access to the Iron Bow Account Team, which provides solution development, configuration generation or validation, and quotes, as requested.

#### 2.3 Leasing/Rental Options (iv)

# iv. Describe leasing/rental options available including financing information

Iron Bow has extensive experience structuring and securing a variety of leasing options for our customers. We have experience in the commercial and public sectors, operational and capital leasing, and other flexible financial structures that our customers may demand, such as the consumption-based X-as-a-Service model. We have long-term relationships with financial institutions, such as HP Financial Services, Dell Financial Services, Cisco Capital, Key Bank, etc. that give our customers flexibility in selecting the best partner to support such needs.

Agencies gain access to a variety of leasing and financing structures with direct support from Iron Bow. As your partner, we can work to structure financial packaging that meets your goals, as opposed to partners that just lay out a monthly payment structure.

# 2.4 Shipping (v)

# v. Describe any shipping charges.

Standard shipping will not be charged to the Agency unless it has unique delivery requirements (e.g., inside delivery).

# 2.5 Warranty (vi)

#### vi. Provide pricing for warranties on all products and services.

Iron Bow offers equipment maintenance through original equipment manufacturer (OEM)-branded warranty/maintenance SKUs for the products purchased under this contract and via our own Iron Bowbranded maintenance support packages (Iron Bow Professional Support Services [PSS]). Regardless of the maintenance purchased, Iron Bow's Client Service Center (CSC), located in Chantilly, VA, can also provide first-call support for all warranty issues. The CSC Team currently fields about 500,000 calls per year.

Iron Bow offers maintenance and warranty support that leverages key components of the traditional OEM-branded maintenance, including:

- Global, 24-hour access to our U.S.-based CSC for covered devices
- Advanced hardware replacement, including next-business day options
- Access to operating system software updates and upgrades
- 24-hour access to online technical resources accessible via web, email, or phone
- Support capabilities that provide product lifecycle information, service coverage, and alerts
- Proactive diagnostics and immediate alerts on devices enabled by our monitoring services
- Monitoring of equipment and hardware for a comprehensive view of the entire infrastructure
- Ability to complement PSS services with additional managed services customized to unique requirements

As with any of the other services requested under a task order, Iron Bow will review and provide a proposal in response to the participating Agency's specific request. Our maintenance proposal will show defined levels of service available and the associated prices for the Agency's consideration.

#### 2.6 Return/Restocking Fees (vii)

#### vii. Describe any return and restocking fees.

Return/restocking fees may apply depending on the product and whether it is sourced directly from the OEM and/or through an OEM's distribution partner. We will clearly identify whether any such fees apply at the time of quoting.

#### 2.7 Discounts/Rebates (viii)

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts may be offered to the Agency at the time of order placement; they are negotiated on a case-by-case basis. Iron Bow's decades of experience can be leveraged by customers to level set expectations around how, and to what additional levels, alternative discounting strategies can be deployed. We have intimate knowledge of what OEM is capable and, to some extent, willing to entertain as it relates to deeper discount levels.

# 2.8 Contract Pricing Verification (ix)

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Participating Agencies can verify they are receiving accurate contract pricing and have the flexibility to purchase according to actual need by using Iron Bow's quoting and order management process. The participating Agency will receive the best possible price, never exceeding the proposed contract price, using Iron Bow's core order management business system, which consists of:

- Oracle E-Business Suite (EBS) Provides data on catalog, contract, project, order, supply chain, and financial management, and our quote tool, within one database.
- Oracle iStore Provides secure, web-based access to EBS functionality for authorized Agency personnel, including contract-specific catalog browsing.
- Iron Bow Service Desk Provides toll-free customer support and trouble ticketing.

Agencies will receive an integrated data repository for all contract activity with Iron Bow's order management system. Our Account Team uses EBS for all quoting, ordering, tracking, and reporting activities. In addition, secure web portals can be opened to provide contract-limited customer access to iStore and the Iron Bow Service Desk, as required. All quotes and orders are captured in EBS and can be linked to Iron Bow. Therefore, all order and delivery tracking and all contract reporting are based on the full scope of all contract activities regardless of the originating source.

A key Iron Bow module is the Iron Bow quote tool, which is an internally customized and automated quoting system that enables easy, consistent, and secure creation and management of customer quotes across all agency interaction channels. Integrated into Iron Bow in 2013, the current evolution of the quote tool is built on the industry-proven Oracle EBS. Iron Bow account teams leverage this tool to generate product quotes for thousands of federal, state, local, and commercial customers annually. Contract information, such as approved catalog products, product compliance, and pricing, are loaded into the database and managed throughout the contract lifecycle.

Iron Bow accepts all methods of payment. Other means of ordering include fax, email (with attachments in one of the prescribed formats), and paper copies (via U.S. mail or private courier), as well as electronic data interchange (EDI). Iron Bow will capture and incorporate all required information for order acceptance from all types of orders.

#### 2.9 Update Frequency (x)

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Iron Bow proposes a catalog contract with discounts by product category that we will hold steady for the life of the contract. Upon request for quote under the contract, we will meet the minimum discounts and provide additional discounts as appropriate and when capable of doing so. We will follow a technology refresh process (detailed in **Section 2.10**) to add new product categories and new proposed minimum discounts to the catalog.

# 2.10 Product Introductions (xii)

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

# 2.10.1 Technology Planning

The primary objective of the Iron Bow Account Team is to help Agencies make informed technology acquisition decisions that satisfy near-term requirements while supporting long-range goals.

Iron Bow leverages our close relationships with all industry-leading OEMs to provide Agencies with product roadmaps, advanced technology briefings, equipment for in-house evaluation, and access to Iron Bow and OEM lab and test facilities. This ensures Agencies have multiple options to consider and the technical support required to make informed purchasing decisions.

In addition to in-depth OEM information and resources, Iron Bow provides pragmatic, OEM-independent information, recommendations, and services, including:

- Periodic Technology Assessments tailored to each Agency's environment and requirements
- High-level analyses by Technology Consultants experienced with the Agency's environment
- Interoperability lab capable of testing hardware and software products prior to their consideration for integration into the Agency's environment
- Insight into emerging technologies that may become available soon

Our OEM and distributor partnerships provide us access to virtually every OEM and product available. This enables us to quickly add products to the contract, ensuring they are priced and aligned with the proposed Technology Solutions Catalog, which are requested by the Agencies. This makes the contract more appealing to Agency members and helps increase adoption of the contract.

# 2.10.2 Technology Additions

Iron Bow introduces new product offerings to the Technology Solutions Catalog as soon as they are commercially available from the OEMs and evaluated by our program team as applicable to the scope of the Technology Solutions contract. Iron Bow's Partner Alliance Team and Advanced Technology Group maintain a close working relationship with every OEM, supplier, and subcontractor we engage.

The Iron Bow Program Management Office (PMO) will respond quickly to customer requests for product additions so Agency needs can be met. We are currently performing this service for many customers, such as the Virginia Information Technologies Agency (VITA), Federal Aviation Administration (FAA), Department of State (DOS), and Department of Veterans Affairs (VA). We provide mutually agreed upon encryption capabilities for secure documentation as required. Our process includes the following steps to enable timely evaluation for transmitting, receiving, and processing technology refresh quotes and other reports:

- Update pricing regularly, ensuring compliance with Technology Solutions Catalog, based on supplier websites or pricing documents
- Ensure price changes are forwarded to PMO
- Check pricing for errors and resolve any data issues

Figure 1: Iron Bow Product Lifecycle
Management

Identify
Requirements

Add to
Contract

Evaluate, Test
and Validate

Training &
Education

# 2.11 Additional Information (xiii)

xiii. Provide any additional information relevant to this section.

# 2.11.1 Service Delivery Methodology

Regardless of the composition of the technical team for any given customer project, all Iron Bow projects are run by a certified Project Manager (PM) and follow our Project Management Methodology and Service Delivery Methodology (SDM), which incorporate best practices from the Project Management Institute (PMI); Cisco's Prepare, Plan, Design, Implement, Operate, and Optimize (PPDIOO) approach; and Information Technology Infrastructure Library (ITIL), and serve as our governance structure, as depicted in **Figure 2.** These methodologies are supported by International Organization for Standardization (ISO) 9001:2015-certified processes and procedures, as well as our ISO 27001:2003 Information Security Management System (ISMS). The SDM was designed to ensure that Iron Bow manages each project consistently and with complete customer satisfaction. While some simple services for some products can be ordered as a contract line item, most of our supporting professional services work is done by creating a Statement of Work (SOW), negotiating it to the customer's satisfaction, and then executing the project according to the SOW. These projects frequently require unique pricing and customer-specific terms.



Figure 2: Iron Bow Service Delivery Methodology

# TAB 3 PERFORMANCE CAPABILITY

# 3.1 Company Information (Appendix D, Exhibit A, Section 3.1)

# 3.1.1 Iron Bow Technologies, LLC (A)

A. Brief history and description of Supplier to include experience providing similar products and services.

Iron Bow was founded in 1983 and has 37 years of experience delivering professional services and technology solutions to federal, state, and local governments and commercial clients. We have gained extensive expertise in critical areas of information technology (IT) lifecycle management, and developed mature technical practices to support design, implementation, and management efforts for network infrastructure, computer systems, collaboration, data center architecture, continuity of operations (COOP), data management, audio-visual (AV), client and mobile utilization and optimization, and cyber security. Iron Bow is a unique organization in the market, possessing those skillsets while maintaining the highest level of corporate certifications with many OEMs. Our performance has provided us extensive knowledge of the overall technology environment as well as issues encountered in daily operations.

As a Prime contractor, Iron Bow successfully manages more than 15 active Indefinite Delivery / Indefinite Quantity (IDIQ), Government-Wide Acquisition Contracts (GWAC), and Blanket Purchase Agreement (BPA) contracts with high-volume deliveries of product orders. The following are just some of those contracts: Region 4 ESC Cyber Security Solutions; FAA Strategic Sourcing for the Acquisition of Various Equipment and Supplies (SAVES) Hardware, National Aeronautics and Space Administration (NASA) Solutions for Enterprise-Wide Procurement (SEWP) V, National Institutes of Health (NIH) Chief Information Officer – Commodities and Solutions (CIO-CS). Additional details on these contracts can be found in Section 3.3.9 and Section 4.2.

Iron Bow has much experience delivering products and services similar to what we are proposing for this contract. The following are just some of the state, local, and commercial customers for which we have deployed products and services: Fairfax County, VA (remote workforce/laptops); Plant City, FL (AV/video teleconference [VTC]); Maryland-National Capital Park and Planning Commission (networking); Jackson Health System (AV/VTC); VITA (Device-as-a-Service [DaaS]); VA Alcoholic Beverage Control (ABC) Authority (DaaS); C2 Technologies (storage consolidation); DLA Piper (managed network services); Huntington Ingalls Industries (end-user device support); McCormick Company (AV/VTC); NHIC Corporation (security); Queen's Health Systems (collaboration, telehealth); Frederick Community College (FCC) (managed Unified Communications as a Service [UCaaS]); Kaiser Permanente (telehealth); Airbus (program management), Under Armour (disaster recovery [DR]); Navy Federal Credit Union (networking); MedStar Health (AV, VTC, wireless).

# 3.1.2 Sales Organization (B, C)

- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

Iron Bow's sales staff is 123-strong nationwide. This includes a total of 41 outside or externally facing Account Managers, who are supported by 41 Inside Sales Representatives (ISR). Account Managers are also supported by our 26 pre-sales Consulting Sales Engineers (CSE). Our 15 Sales Managers round out the total sales organization.

Iron Bow is capable of providing all required services to Agencies nationwide. We will leverage our experience supporting all 50 states and 3 territories, as well as 12 countries in South America, Africa, Europe, and Asia. Our sales staff resides in Alabama, Arizona, California, Colorado, Delaware, Florida, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maryland, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Texas, Virginia, Washington, West Virginia, and the District of Columbia. We also have a presence in Guam and the Republic of Korea, and are continually expanding to additional locations.

Iron Bow has six office locations; addresses and numbers of employees are provided in Table 1.

Location Address **Phone** Sales Persons Virginia Headquarters 2303 Dulles Station Boulevard, Suite (703) 279-3000 32 400 Herndon, VA 20171 (800) 338-8866 Virginia - PMO, Test and Integration Lab 1015 Technology Park Drive (703) 279-3000 3 Glen Allen, VA 23059 Washington - Remote Sales/Engineering Office 20415 72nd Avenue South, Suite 410 (253) 867-1800 7 Kent, WA 98032 Virginia - 24x7x365 CSC 3635 Concorde Parkway, Suite 700 (703) 279-3000 3 Chantilly, VA 20151 Hawaii - Remote Sales/Engineering Office 737 Bishop Street, Suite 2040 (800) 338-8866 1 Honolulu, HI 96813 Maryland - Remote Sales/Engineering Office 1401 Mercantile Lane, Suite 300 (240) 487-1400 14 Largo, MD 20774

**Table 1: Iron Bow Locations** 

# 3.1.3 Annual Sales (D)

- D. Annual sales for the three previous fiscal years.
- a. Submit FEIN and Dunn & Bradstreet report.

Annual sales for the past 3 years are provided in **Table 2**.

**Table 2: Iron Bow Annual Sales** 



Iron Bow's FEIN is 26-1615129.

A copy of Iron Bow's latest Dun & Bradstreet report can be found in Appendix A.

#### 3.1.4 Green Initiatives (E)

E. Describe any green or environmental initiatives or policies.

Iron Bow is often required to provide products that comply with environmental standards such as Energy Star and the Electronic Product Environmental Assessment Tool (EPEAT). In addition to these national standards, Iron Bow has supported California's Electronic Waste Recycling Act of 2003 by providing compliant products to customers there.

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As a solution provider, we identify products that comply with our customers' environmental requirements. We also capture and maintain this information, such as Energy Star compliance or EPEAT certification levels, in our central database system. We can provide this data to customers as part of the ordering/purchasing process, and can provide contract reporting that shows purchases of environmentally sound products.

According to the U.S. Environmental Protection Agency (EPA), the largest contributor to greenhouse gas emissions is transportation. Iron Bow supports telework, reducing the number of cars on the road and thus reducing fossil fuel consumption and greenhouse gas emissions. Our headquarters building in Herndon, VA, has an automated energy management system (EMS) to turn off lights and adjust temperature in unoccupied areas, reducing energy use. Recycling bins and water bottle filling stations are located throughout the office, reducing the amount of waste sent to landfills.

# 3.1.5 Diversity Programs (F)

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Iron Bow is committed to providing an equitable opportunity for small business, Small Disadvantaged Business (SDB), Woman Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), and Service Disabled Veteran Owned Small Business (SDVOSB) concerns to participate in subcontracting opportunities on our contracts. We continually seek to add diverse suppliers and subcontractors. This is demonstrated by our Individual Subcontracting Reports and Summary Subcontracting Reports, which Iron Bow is required to provide on several of our GWACs.

Iron Bow's Subcontracting Program is intended to use existing, as well as develop new relationships, with small business concerns to meet the small business goals of our clients. Our outreach efforts include:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from SAM and the Small Business Administration (SBA)
- Attending small and minority business trade fairs and procurement conferences

Internal efforts to guide and encourage purchasing personnel include:

- Presenting workshops, seminars, and training programs to sales and program management personnel
- Establishing, maintaining, and encouraging use of small business, SDB, WOSB, HUBZone, VOSB, and SDVOSB concern source lists, guides, and other data for soliciting partners
- Monitoring activities to evaluate compliance with participation and subcontracting plans

Iron Bow has established a Small Business Liaison Office (SBLO) that is responsible for promoting use of small business, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns. The SBLO coordinates events for staff to reinforce the requirements regarding utilization of small businesses and opportunities to work with Iron Bow. The SBLO maintains a list of small business, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns in our Oracle database. These are available to all Iron Bow staff for review when seeking partners. The SBLO meets personally with representatives of small businesses that have the potential to do business with Iron Bow. This one-on-one contact surpasses the simple provision of information on a website from which we can later pursue relationships. This is the first step in building a long-term successful relationship.

Discounts off product and categories do not change when we partner with a small business.

# 3.1.6 Supplier Classification (G)

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

Iron Bow is a large business. Our socio-economic status for each diversity category requested is provided in **Table 3.** 

Socio-Economic Category	Certification – Yes or No?
Minority Women Business Enterprise	No
Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	No
Historically Underutilized Business (HUB)	No
HUBZone	No
Other recognized diversity certificate holder	No

**Table 3: Iron Bow Socio-Economic Status** 

# 3.1.7 Subcontractor Relationships (H)

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Iron Bow has existing relationships with outside subcontractors, consultants, and specialists. If necessary, we will engage them when surge requirements occur or a specialized skill is needed for a project. Our policy is to obtain prior written approval by the Agency prior to adding a subcontractor, consultant, or specialist to our team.

Iron Bow has extensive working experience partnering with small businesses within each socio-economic classification as a result of our federal contracting work. We maintain an SBLO, headed by Ms. Jodie Vaughn, who is also our GWAC Service Center Manager. Ms. Vaughn will be actively involved in managing the Technology Solutions contract, which is very similar in scope to federal government vehicles, and so will be well positioned to incorporate small businesses under the contract.

The best way to utilize small businesses under this contract is to provide local "related services" for installation, implementation, and ongoing technical support. It is important to note that in any scenario where Iron Bow subcontracts any work to another company, we recognize our responsibilities as the Prime contractor and party ultimately responsible for complete customer satisfaction. In addition, any work by small businesses would be performed under the direction of an Iron Bow PM.

### 3.1.8 Iron Bow Discriminators (I)

I. Describe how supplier differentiates itself from its competitors.

# The Iron Bow Way

Customer First and Mutual Respect for all Members of our Community. Not just our motto, but words we live by in our daily interactions. This phrase encapsulates our approach with our customers, employees, and partners. Our key focus is ensuring our customers meet their goals and services are performed at a high-quality level.

To enable "Customer First," Iron Bow first and foremost invests in our employees. We understand that maintaining a base of employees who enjoy their environment and are excited to come to work each day

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results in a satisfied customer with results exceeding expectations. Our investment begins with multiple channels of consistent and transparent communication and includes clearly defined missions and objectives, celebration and reward of individual or team success, charitable events, social gatherings, employee wellness, and many other programs designed for employee fulfillment. As an organization, we promote team unity and invest in processes, events, and trainings to enable the cohesion of teams. Finally, all employees participate in an annual review process as well as periodic meetings throughout the year to support development and achievement of their personal and professional goals.

Iron Bow's objective is to expand customer service to customer experience. Customer experience is the interactions and experiences Agencies have with Iron Bow's team throughout the entire process—from submission of this bid to contract closeout. Customer service is typically a single event and is a subset of customer experience. With over 825 employees, more than 81 percent are client-facing.



Figure 3 Enhancing Customer Service and Ensuring Quality Levels of Performance

Iron Bow's greatest resource is our people. To ensure high-quality performance, we rely on our greatest resource. The combined talents and dedication or our employees make Iron Bow one of the strongest, most versatile solution providers in technical knowledge and innovation. The superior, specialized abilities of our employees range from in-depth and customer-specific services knowledge to advanced integration of complex systems. Our employees work constantly to advance their skills through individual and industry certifications. This is evidenced in the recognition illustrated in **Table 4**, which Iron Bow continues to receive year-over-year within the industry.

Table 4 non-zon madely recognition		
2020 Industry Recognition	2019 Industry Recognition	
Washington Post Top Workplaces	Washington Post Top Workplaces	
Washington Technology Top 100	Washington Technology Top 100	
Cisco U.S. Federal Civilian Partner of the Year	Cisco Americas U.S. East – Commercial Mid-Atlantic Partner of the Year	
Cisco Public Sector Architecture Excellence	Cisco Americas U.S. Public Sector: Architecture Excellence Award	
CRN Managed Service Provider 500: Security 100	CRN Solution Provider 500	
CRN Tech Elite 250	Cisco Architecture Excellence – Public Sector	
CRN Solution Provider 500	Cisco Execution Excellence Regional Partner of the Year – Americas U.S. East	
HPE Pointnet Federal Partner of the Year	CRN Tech Elite 250	
Washington Business Journal Largest Cyber Security Companies in Greater D.C.	CRN Managed Services Provider: Elite 150	

**Table 4 Iron Bow Industry Recognition** 

2020 Industry Recognition	2019 Industry Recognition
Washington Business Journal Largest Private Companies in Greater D.C.	Dell EMC Data Protection Solutions Partner of the Year
Becker's Hospital Review: 260+ telehealth companies to know	Dell EMC #1 Federal DPS Sales Second Half of 2019
	Washington Business Journal Largest Cyber Security Companies in Greater D.C.
	Washington Business Journal Largest Government Technology contractors in Greater D.C.

# **Contract Management**

Customer agencies will benefit from Iron Bow's experience managing federal, state, and local government contracts whose structure and function are very similar to this Technology Solutions contract. Iron Bow has proven performance directly relevant to the Technology Solutions program in terms of size, scope, and complexity. As a Prime contractor, Iron Bow successfully manages more than 15 active IDIQ, GWAC, and BPA contracts with high-volume deliveries of product orders to federal end users across a disparate geography. We leverage our experience in administration and management of these types of vehicles to develop the information, tools, and services needed to ensure this contract's success.

# **Nationwide Support**

The Iron Bow Account Team has access to our national sales organization to market and support the contract to Agencies nationwide. Iron Bow is capable of providing all required services to any Agencies. We will leverage our experience supporting all 50 states and 3 territories. In addition, we maintain partnerships with over 200 professional service subcontractors, enabling a complete solution offering in every conceivable market segment. Significant buying power, worldwide support capabilities, and senior technical resources enable Iron Bow to hold the highest certifications with top-tier OEMs. We leverage our internal resources, in addition to our distributor and OEM partners, to ensure we can serve any Agency regardless of location.

#### 3.1.9 *Litigation (J, K, L)*

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

Iron Bow, like most contractors, from time to time is involved in disagreements, payment issues, and disputes (e.g., we are not paid after providing products and/or services). However, we do not reasonably anticipate that any such issues could hinder our ability to perform under the contract.

Iron Bow is not owned or operated by anyone who has been convicted of a felony, and there are no current or pending debarment or suspension actions against us.

# 3.2 Distribution, Logistics (Appendix D, Exhibit A, Section 3.2)

# 3.2.1 Iron Bow Offerings (A)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Iron Bow is a trusted source for a vast array of IT products and services for our customers, including:

- **Products** Iron Bow is directly and formally authorized as a reseller by over 200 major OEMs. Many other OEMs do not require formal reseller authorization. All together, Iron Bow sold the products of over 1,200 unique OEMs last year. We have access to over 2,000 additional OEMs through our partnerships with 10 major IT distributors.
- Professional Services Our services are performed by experienced, OEM-certified engineers who support the full product lifecycle, from analysis and design through implementation and operational support.
- Complex Solutions Our staff is experienced in design, integration, deployment, and sustainment of complex multi-technology solutions that include computer systems, networking, unified communications (UC), Voice over Internet Protocol (VoIP), data center, wireless, AV, VTC, and security components.
- CSC Our CSC provides X-as-a-service, cloud computing, and managed services solutions.

# 3.2.2 Nationwide Distribution (B)

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Headquartered in Herndon, VA, Iron Bow maintains sales and engineering offices across the continental United States and the Pacific Rim, and supports customers around the world. Our strategic approach to distribute products and services on the Technology Solutions Catalog includes long-standing agreements with numerous distribution partners, helping to ensure we are able to fulfill the requirements of participating Agencies under this Master Agreement. We leverage our distribution partners such as Synnex, Ingram Micro, ScanSource, Tech Data, and the OEMs themselves to support product fulfillment requirements. Having numerous options to secure constrained products ensures more timely delivery, and can result in cost savings for Agencies by leveraging promotions offered by our partners.

# 3.2.3 Pricing Distribution and Verification (C)

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Iron Bow has several resources responsible for validating, measuring, and monitoring customer cost. Our Account Team is supported by ISRs, Customer Service, and Order Management to ensure customer orders are placed in an accurate and timely manner and tracked through delivery. These teams handle communication with our OEM/distribution partners to take advantage of bulk purchase discounts, rebates, and handle all invoicing.

# Iron Bow Technical Practice Areas

- AV/VTC
- Cloud Computing
- Collaboration (UC & AV)
- Cyber Security
- Data Center
- Enterprise Mobility
- Network Infrastructure

As detailed in **Section 2.8**, Iron Bow will ensure Agencies receive contract pricing by using the Oracle EBS. The Iron Bow quote tool, which is an internally customized and automated quoting system, enables easy, consistent, and secure creation and management of customer quotes across all agency interaction channels. Our Account Teams leverage the tool to generate product quotes for thousands of federal, state, local, and commercial customers annually. Contract information, such as approved catalog products, product compliance, and pricing, are loaded into the database and managed throughout the contract lifecycle.

# 3.2.4 Processing, Handling, and Shipping (D)

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Items in the Technology Solutions Catalog and/or the Value-Add Catalog that require shipping will be drop-shipped directly from one of our OEMs or distribution facilities listed in **Section 3.2.5.** Standard shipping will not be charged to the Agency unless it has unique delivery requirements (e.g., inside delivery).

# 3.2.5 Distribution Facilities (E)

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Iron Bow utilizes the following distribution partners as part of our business model:

- Synnex: Distributes over 30,000 technology products from 300 of the world's leading and emerging manufacturers, and provides complete solutions to more than 20,000 resellers and retail customers in the U.S., Canada, and Japan. Synnex has warehouses in Northern and Southern California, Texas, Mississippi, Illinois, Ohio, Virginia, and New Jersey.
- Ingram Micro: Represents more than 1,700 suppliers/OEMs with nearly 200 logistics centers worldwide. In the U.S., major offices include Miami, FL; Annapolis Junction, MD; Williamsville, NY; Plainfield, IN; Scottsdale, AZ; and Irvine, CA.
- ScanSource: Has headquarters in Greenville, SC, and 48 locations in North America, Latin America, and Europe. This includes 26 locations in North America alone.
- ImmixGroup, Inc.: Has a partner ecosystem that includes more than 300 manufacturers and 1,200 solution partners.
- Tech Data: One of the world's largest technology distributors. They help OEMs bring their products to market, and offer a wide range of technical and business support services.
- Polaris: A leading provider of logistics and related services whose prime vertical markets are in healthcare logistics, federal government project support, aerospace and defense, and retail and consumer logistics.
- Sealing Technologies: A leader in cutting edge research, products, engineering, and integration services in the Internet of Things (IoT), Edge, Machine Learning, Artificial Intelligence (AI) and Cloud Industries.

#### 3.3 Marketing and Sales (Appendix D, Exhibit A, Section 3.3)

#### 3.3.1 Master Agreement Go to Market Strategy (A, B)

#### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market

strategy within first 10 days; ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: i. Creation and distribution of a co-branded press release to trade publications; ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days; iii. Design, publication and distribution of co-branded marketing materials within first 90 days; iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement; v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners; vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement; vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.); viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: OMNIA Partners standard logo, Copy of original Request for Proposal, Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier, Summary of Products and pricing, Marketing Materials, Electronic link to OMNIA Partners' website including the online registration page, A dedicated toll-free number and email address for OMNIA Partners

# First 10 Days - Executive Buy-In

As part of our proposal development process, Iron Bow proactively obtains leadership's buy-in to pursue a contract of this type and size. For the past 7 years, our leadership has worked to mature our offering. An opportunity to market our tailored offering to the public sector through the OMNIA Master Agreement has already been well-received by the Executive Team. Upon award, Iron Bow's Transition Tiger Team, which includes resources from Sales, Marketing, Partner Alliance, PMO, Engineering, and our Managed Services departments, will deliver a contract briefing to our executive leadership outlining the 30, 60, 90-Day Marketing Plan in addition to our concept of operations for managing a contract of this size and importance. The transition team will work hand-in-hand with Region 4 ESC, OMNIA Partners, and our OEM partners to ensure the success of the contract.

#### First 30 Days – Planning and Marketing Material Development

During the first 30 days, several planning activities occur concurrently and will all be managed by our Transition Tiger Team.

Our PMO works with our Contracts and Legal Department to develop a Master Agreement Guide. The guide includes high-level, pertinent contract information for our end users. It includes sales and delivery point-of-contact information, and details of the contract parameters (i.e., period of performance, list of authorized users, and payment terms). The guide also includes ordering and invoicing instructions with a link to the product/service catalog. We will market the Master Agreement on Ironbow.com and social media outlets, posting relevant past performance and links to contract-specific usage and ordering guides and other custom-developed collateral to support the end-user community.

Sales and Marketing collaborate to perform a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis and competitor analysis to tailor our messaging to our target audience. We will work with OMNIA Partners to define and document a list of top public sector clients. This information is incorporated into our marketing and training materials.

Our Marketing Team develops a press release in conjunction with OMNIA Partners. The press release is placed on our external corporate website and applicable trade publications. When Iron Bow was awarded

the Region 4 ESC Cyber Security Solutions contract, we released the following press release: <a href="https://ironbow.com/media-center/iron-bow-technologies-extends-sled-reach-with-cyber-security-solutions-contract-award-available-through-omnia-partners/">https://ironbow.com/media-center/iron-bow-technologies-extends-sled-reach-with-cyber-security-solutions-contract-award-available-through-omnia-partners/</a>. In addition, the team works with Sales, Engineering, and OMNIA Partners to develop, publish, and distribute co-branded marketing materials. This includes items such as white papers, brochures, and postcards. Iron Bow created the following materials, in conjunction with OMNIA Partners, for the Cyber Security Solutions contract: <a href="https://public.omniapartners.com/suppliers/iron-bow-technologies/overview">https://public.omniapartners.com/suppliers/iron-bow-technologies/overview</a>.

Our Sales and Operations teams establish the mechanisms by which end users will place orders, receive status, and pay invoices. They support all our sales teams and customers to ensure information is timely, relevant, and consistent, and answer certain questions as they relate to the services they provide. The teams also work with customers on Return Merchandise Authorization (RMA) requests, missing information requests, and software licensing.

# First 60 Days - Master Agreement Training and Education

To ensure our sales force and support teams understand the terms, conditions, value, strategy, and construct of the contract, Iron Bow prepares a training for Sales, Engineering, and Operations. The purpose of the training is to provide information on contract background, period of performance, authorized users, terms and conditions of use, scope of services, pricing construct, reporting requirements, EBS configuration, and any other topics of relevance to the roles leveraging it.

With our recent Cyber Security Solutions contract award, we worked with OMNIA Partners to develop a customized agenda to provide training to our sales engineering, and operations teams. We extended this training to all account managers in our State, Local, and Education (SLED); commercial; and healthcare organizations. We have conducted both live (web) and self-paced training that is available to all new employees and business units. All contract training documents and links to the prerecorded trainings are contained on an internal SLED SharePoint site.

#### First 90 Days - Proactive Outbound Communications

Iron Bow takes a proactive, multiprong approach to marketing demand generation. Seventy percent of potential customers perform research online before reaching out to a sales representative. We will seek to work with our OEM partners on planning and hosting end-user facing events such as web-based and/or in-person technology briefings, executive roundtable discussions, webinars, solution-oriented public events, trade shows, and other state-run technology forums, conferences, and events.

Iron Bow has a robust social media program that in the past year gained 14,800 engagements on Twitter, drove 1.8 million Twitter impressions, and 1.0 million LinkedIn impressions. We garnered over 9,000 page visits on Facebook, 7,000 engagements on Facebook, and 19,500 clicks via LinkedIn in support of partners and TechSource blog content. Iron Bow's TechSource is a blog about the issues facing the government and industry today and the technologies being adopted to help overcome them. Our contributors have created 41 pieces of original content on the blog (https://ironbow.com/techsource/) year to date, which have received 72,500 visits.

Our proactive Public Relations (PR) program will assist our sales force in building relationships with media outlets/reporters for OMNIA Partners education users. Our Communications Team will assist with development and publication of press releases, technical white papers, media pitching, and engagement around product/solution announcements. We will also increase Iron Bow's exposure by targeting top publications read by our customers. Finally, we will leverage any opportunity to increase participation in

speaking opportunities, positioning our top subject matter experts (SME) to evangelize the solutions we can provide on the Master Agreement.

For our Region 4 ESC Cyber Security Solutions contract, we have set up a robust marketing campaign, provided training to the Iron Bow team, and have sold over \$2 million in products and services.

We commit to ensuring this Master Agreement is properly positioned in the market and given ample opportunity to grow and succeed through a broad and diverse marketing program. We will consistently work with OMNIA Partners on refining content, messaging, advertising, and branding efforts to ensure we are in line with and/or exceeding expectations.

# Post - 90 Days

To achieve an effective collaborative environment, Iron Bow's Program Manager schedules semi-annual planning meetings. These meetings will focus on pending opportunities, joint marketing activities, any issues being experienced by the team, and lessons learned. We will support subcontractor participation in all open discussions to ensure issues are raised early and resolved promptly. This approach ensures clear lines of communication among our partners and encourages process improvement.

# 3.3.2 Transition Plan (C)

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Iron Bow will work hand-in-hand with our dedicated program managers at OMNIA Partners to create a list of Chief Procurement Officers (CPO) at all major accounts throughout the U.S. We will then begin scheduling meetings with the CPOs to ensure they know about our Master Agreement and understand the advantages such a contract brings to them. Our nationally oriented account management teams will then continue educating all our Agency customers on the benefits of this new contract.

Iron Bow earned the Region 4 ESC Cyber Security Solutions contract in October 2020. To lead business development for the contract, we hired a SLED expert who is a dedicated lead on business development. He brings 5 years of experience selling technology on his previous company's OMNIA Partners contract, as well as a large client base. He has experience selling a multitude of technology solutions and large-scale projects.

In terms of other cooperative contracts, Iron Bow currently holds a contract with VITA whereby we provide DaaS to all its participating agencies in the Commonwealth of Virginia. The End User Services, Computing Devices, and Hardware contract involves delivery and servicing of about 58,000 devices across 86 agencies. We will work with all those agencies to position technology solutions that this Master Agreement can bring to them. We believe there is a tremendous advantage we can bring to this contract and the customers and prospects we can get it in front of.

Aside from the above, Iron Bow is not currently a prime owner of any other cooperative agreements. We utilize cooperative agreements through our distributor partnerships who hold similar contracts as an Agent. We would transition all that business where applicable to this Master Agreement.

# 3.3.3 Iron Bow Logo (D)

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Iron Bow will provide our logo and permission for reproduction to OMNIA Partners for marketing communications and promotions. A request for the material along with file requirements can be sent to our Account Team at any time post-award. The team will provide OMNIA Partners with any organizational marketing material requested.

Iron Bow advertises current clients who request to be advertised on our webpage, www.ironbow.com. With permission, we would be happy to advertise the OMNIA Partners logo on this site. We acknowledge that permission is required to use the OMNIA Partners logo in promotional and marketing material.

# 3.3.4 Proactive Direct Sales (E)

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Iron Bow leverages a variety of traditional and digital outreach tactics to engage agencies using effective messages, materials, and channels to use the Master Agreement for solution sales. External outreach to the agencies includes digital outreach, public relations activities, and content creation and distribution. Digital outreach blends website development and enhancement, social media engagement, online advertising, and OMNIA Partners publications. All outreach programs Iron Bow uses for this Master Agreement will display the OMNIA Partners logo. Advantages will be communicated to Public Agencies nationwide and will include, at a minimum, that the Master Agreement is:

- Solicited and publicly awarded by a Principal Procurement Agency
- Offers best pricing to Public Agencies
- Free to participate
- Non-exclusive

Additional details on our overall Marketing Plan appear in Section 3.3.1.

# 3.3.5 Sales Training (F)

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Successfully training internal audiences requires engaging stakeholders to serve as intermediaries and champions, promoting the changes through internal communication channels and outreach products, and delivering timely training. Iron Bow creates the tools needed to ensure staff are aware of the contracts available to them, comfortable using them, and capable of promoting them to others.

To ensure proper promotion of the Master Agreement, Iron Bow trains our national sales force in several ways. Some examples of training methods are outlined in **Table 5.** 

**Table 5: Examples of Iron Bow Training Methods** 

Training Type	Description
Master Agreement Literature	We will provide OMNIA Partners Master Agreement literature, including key features and benefits, that can be distributed to participating Public Agencies and the national sales force.
Lunch and Learn	We hold regular Lunch and Learn briefings to provide information to the sales team that includes the solicitation process, new contract features, and technology trainings.
Contracts One-on-One	Our Contracts Team members often lead sessions directly with new employees and interested account managers in a one-on-one setting to discuss the range of Public Agencies that can use the Master Agreement.
OMNIA Partners	Working in conjunction with OMNIA Partners, we set up live and self-paced training sessions available to SLED, commercial, and healthcare teams to discuss how to market the contract to customers, who can use it, and features and benefits to Agencies.
Weekly Sales Meeting	We hold weekly sales meetings via Webex to discuss issues, progress, and contract status.
Contracts Guide	We develop a Contract Guide for our national sales force available on the Sales intranet.

# 3.3.6 Key Resource Contact Information (G)

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
i. Executive Support, ii. Marketing, iii. Sales, iv. Sales Support, v. Financial Reporting, vi. Accounts Payable, vii. Contracts

Key resources and their contact information are provided in **Table 6.** 

**Table 6: Key Resource Contact Information** 

Department	Contact Information
Executive Support	Bill Saltenberger, Commercial General Manager Bill.Saltenberger@ironbow.com
	(703) 279-3060
Marketing	Josie Smoot, Director, Marketing
	Josie.Smoot@ironbow.com (703) 293-6718
Sales	Katie Barton, Senior Account Manager
	Katie.Barton@ironbow.com (703) 234-5665
Sales Support	Taylor Murphy, Inside Sales Representative
	Taylor.Murphy@ironbow.com (703) 279-3088
Financial Reporting	Yvonne Rogers, Senior Manager, Business Operations Manager
	Yvonne.Rogers@ironbow.com (703) 462-6302
Accounts Payable	Mike Jumilla, Accounts Payable Manager
,	Mike.Jumilla@ironbow.com
	(703) 462-6430
Contracts	Jodie Vaughn, Senior Contracts Manager
	Jodie Vaughn@ironbow.com
	(703) 674-5283

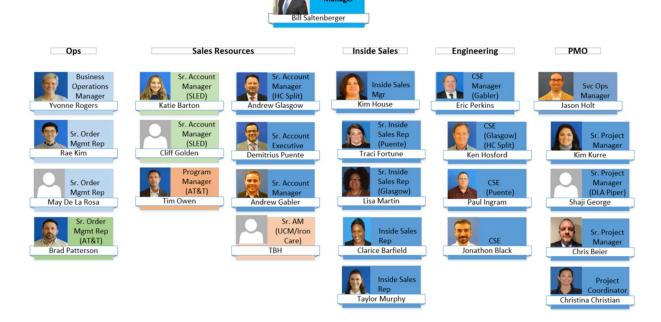
# 3.3.7 Iron Bow National Sales Team (H)

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

#### **Account Team**

OMNIA Partners will have a dedicated Account Team that includes an Account Manager, ISR, and CSE. The team will provide the core program support for the Agency. It will be supported by Iron Bow's technology consultants to provide technical solutions for the Agency. **Figure 4** provides further detail on the SLED sales team, contact information for key resources can be found in **Table 6**. Additional information on the background and experience of the proposed key resources can be found in **Section 4.1.2 Key Employee Experience.** 

Figure 4: SLED/Commercial Sales Team



#### **Engineering Support**

Our engineering teams have been strategically grouped to provide pre-sales, deployment, managed services, and SME support to our sales team and customers nationwide.

Advanced Technology Consultant Group: Providing subject matter expertise in their fields, these engineers are responsible for continuously identifying technology trends and adding the appropriate portfolio of products to support our competencies. The group includes 11 SMEs, 4 of whom are Cisco Certified Internetwork Experts (CCIE), some holding dual CCIE certifications. Of note: Mr. Logan Gaffney is responsible for Cisco Collaboration, including Unified Communications Manager (UCM) Cloud; Mr. Rob Chee is a dual CCIE and leads our Cyber Security Practice; Mr. Greg Stemberger (a previous triple CCIE) manages our Next Generation Networking practice; Mr. Dan Klanderman leads Video and Healthcare solutions; and Mr. Brandon Lockhart manages Data Analytics and Risk Management Framework (RMF) solutions.

Solutions Architecture Group: This group leads design and architecture activities for our clients. Members are senior-level experts in their fields and are brought in to solve the most complex technology challenges. The group is managed by a dual CCIE (Data Center and Collaboration) and team leads who align with our core competencies, including AV, Wireless, Collaboration, Security, Next Generation Networking, and Data Center. The team is comprised of 13 engineers, 5 of whom hold either dual or triple CCIE certifications in Voice, Route/Switch, Collaboration, Security, and/or Data Center.

**Technical Assistance Group (TAG):** Our TAG is responsible for assisting our sales teams with configuring everyday run-rate quotes. The team is made up of three engineers who all have strong Cisco backgrounds.

Consulting Sales Engineers: Aligned with each of our business units (Healthcare, SLED/Commercial, Department of Defense [DoD], and Civilian), our CSEs are part of a 1:1 or 1:2 CSE-to-Account Manager team ratio. The CSE is responsible for all pre-sales activities, including initial customer meetings, identifying potential solutions, bill of materials (BOM) development, scope of work development, and management of transitional responsibilities when handing projects over to a delivery team. Five CSEs directly support the Commercial/SLED team.

**Engagement (Delivery) Engineering Team:** The team represents the talent responsible for implementation, configuration, and training for our customers. It includes 14 engineers and one manager.

Cloud and Managed Services Team: Located in our CSC in Chantilly, VA, this team is responsible for product management, including product development and daily operations of our managed service center and portfolio of offerings. Our CSC staff is composed of over 120 Tier 1–3 Help Desk engineers who manage our Telehealth, Cloud and Managed Services, and Warranty Services offerings. Nearly all these individuals have some level of Cisco certification, such as Cisco Certified Network Associate (CCNA) and Cisco Certified Network Professional (CCNP).

## **Management Structure**

Iron Bow's executive, account, and key engineering leadership teams, outlined in **Figure 5**, provide the vision and expertise required to consistently deliver leading IT solutions and services that help customers excel in their missions. We use simple, well-defined interfaces to facilitate interaction throughout the organization, focusing on clear lines of communication and control.

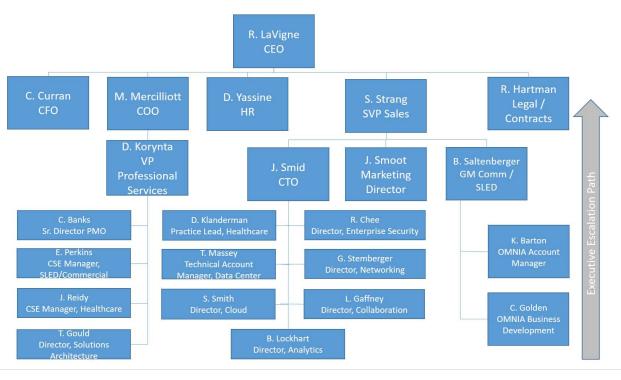


Figure 5: Iron Bow Leadership Team

With the depth and breadth of requisite experience, our Executive Leadership Team provides strategic oversight in their areas of focus:

- President and Chief Executive Officer (CEO) Rene LaVigne is responsible for driving Iron Bow's strategic initiatives to align with the dynamic technology landscape and customer requirements, while also creating a top workplace culture for our employees. His forward-thinking and motivation are behind the Iron Bow "customer first" culture that keeps us at the forefront of the IT industry.
- With more than 25 years of experience at leading IT solutions providers, Chief Operating Officer (COO) Marc Mercilliott is a versatile technology leader with expertise in large-scale IT operations and technology services. He designs and implements business strategies, sets comprehensive goals for performance and growth, oversees daily operations of the company, and evaluates performance by analyzing and interpreting data and metrics.
- Chief Technology Officer (CTO) Jim Smid aligns our technology vision and business strategy by
  integrating our company processes with the appropriate technologies. He is also responsible for all
  aspects of developing and implementing technology initiatives. He provides direction in all technologyrelated areas, such as cloud, collaboration, data center, mobility and end-user devices, networking,
  cyber security and digitization, and the IoT.
- Our Vice President of Professional Services, Darryl Korynta, is responsible for Iron Bow's Customer Assurance Program, which focuses on engineering and program management to effectively meet our customers' requirements.
- Our Chief Financial Officer (CFO), Charlie Curran, performs effective risk management and plans
  and oversees our financial strategy. The CFO is a critical function, ensuring cash flow is appropriate
  for operational expenses. He also supervises all finance personnel in the execution of their duties, and
  manages vendor relationships.

Iron Bow's other organizational units—Sales, Finance, Professional Services, Contracts, and Human Resources (HR)—will provide critical resources to ensure COOP for our OMNIA Partners project team.

# 3.3.8 National Program Implementation and Expansion (I)

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Upon contract award, the Iron Bow Marketing Department will work with OMNIA Partners to create the materials/programs to publicize the Master Agreement to the appropriate end users. Current marketing strategies include radio and print advertising, joint telemarketing campaigns, marketing via local area sports franchises, and development and distribution of customized sales collateral. We currently use techniques such as direct mailers, seminars, and webinars to promote the latest technology to our clients. Direct mailers can be sent to Public Agencies that showcase available products and benefits of the Master Agreement. We can also issue the mailers as products are refreshed or added to the Master Agreement. The Marketing Department holds regular seminars and webinars on the newest and most popular technologies we provide. Public Agencies will be able to take full advantage of these marketing services. Additional details on our social media reach, PR program, training, and positioning can be found in Section 3.3.1, First 90 Days.

Iron Bow takes these types of contracts very seriously. We ensure all our Commercial, SLED, and Healthcare sales teams are aware of the contracts, understand the marketing that supports them, where to continue pushing them, and provide them the necessary training and continuing education to be successful. In addition, we continually work with our sales teams to develop stronger marketing strategies in the markets where they work based on their direct experiences and street-level understanding of what is important to their customer bases, whether that is customized collateral development to help their own sales, branding and marketing strategies, or broader campaign development that leverages landing pages, white papers, lead generation sources, etc.

Iron Bow is also constantly assessing and evolving our own Search Engine Optimization (SEO), Social Media Optimization (SMO), and Search Engine Marketing (SEM) strategies to further promote our brand, capabilities, contracts, and overall expertise. This has shown great benefit to not only our own brand but those of our partners. This is an overarching corporate strategy and will continue to evolve to best support our growth and continued success in the addressable markets where OMNIA Partners' contracts are utilized.

## 3.3.9 National Program Management (I)

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Iron Bow currently supports several major federal procurement vehicles that serve the same purpose as the OMNIA contract and are structured in a similar manner. Using these contracts enables ordering agencies to receive the best possible pricing even for smaller orders that normally would not carry deep discounts. The purpose and structure of these vehicles is identical to the goals and structure of the OMNIA contract, and Iron Bow will provide OMNIA Partners with strong support to grow the use of the contract across the nation.

Recently, Iron Bow was awarded the Region 4 ESC Cyber Security Solutions contract. Although Iron Bow has held the contract just over 90 days, we have developed a Master Agreement Guide, performed a

SWOT and competitor analysis, and developed and published a press release. We also set up a robust marketing campaign, provided training to the Iron Bow team, and have sold over \$2 million in products and services.

Iron Bow's GWAC, IDIQ, and BPA contracts are listed in Table 7.

Table 7: Iron Bow GWAC and IDIQ Contracts

Contract Name	Contract Number	PoP (w/ Option Years)	Туре	Revenue to Date
Region 4 ESC/OMNIA Cyber Security	R200802	10/01/2020 – 09/30/2023	IDIQ	\$2M
U.S. Army Information Technology Enterprise Solutions – 2 Hardware (ITES-2H)	W91QUZ-07-D-0010	2/09/2007 – 07/23/2016	IDIQ	\$2.1B
U.S. Army ITES-3H	W52P1J-16-D-0014	2/22/2016 – 02/21/2021	IDIQ	
U.S. Army ITES-3 Services (ITES-3S)	W52P1J-18-D-A061	9/25/2018 – 9/24/2027	IDIQ	\$2.4M
NIH CIO-CS	HHSN316201500058W	5/01/2015 – 05/30/2025	GWAC	\$31.4M
NASA SEWP IV	NNG07DA39B/NNG07DA39B	5/01/2007 – 04/30/2015	GWAC	\$620.0M
NASA SEWP V	NNG15SC41B	5/01/2015 – 04/30/2025	GWAC	\$223.1M
General Services Administration (GSA) IT Schedule 70	GS-35F-0251V	2/24/2009 – 02/23/2029	GWAC	\$239.7M
U.S. Air Force Network-Centric Solutions (NETCENTS) 2	FA873-13-D-0017	11/06/2013 – 11/5/2019	IDIQ	\$593.6M
DOS VTC	19AQMM18D0035	4/10/2018 – 04/15/2023	IDIQ	\$22.4M
VA Clinical Enterprise Videoconferencing Network (CEVN)	VA119-15-A-0131	9/30/2015 – 09/29/2020	BPA	\$593.1M
Federal Bureau of Investigation (FBI) Information Technology Acquisition Program (ITAP)	DJF-15-1200-V-001531	1/23/2015 – 01/22/2020	IDIQ	\$437.4M
FAA SAVES Hardware	692M15-19-D-00015	8/1/2019 – 07/31/2024	IDIQ	\$2.2M
FAA SAVES VTC	692M15-18-D-00004	2/21/2018 – 2/20/2023	IDIQ	\$4.8M
Huntington Ingalls Incorporated (HII) Newport News Shipyard (NNS) End- User Device Support	4600003109	12/9/2015 – 12/8/2020	IDIQ	\$48.4M
NIH GSA BPA	HHSN263200900348B	9/29/2009 – 1/31/2020	BPA	\$232K
Smithsonian BPA	16-BPA-410-0000350497	6/6/2016 – 6/5/2020	BPA	\$8.9M
Social Security Administration (SSA) GSA BPA	SS00-14-40023	9/29/2014 – 3/28/2020	BPA	\$12.3M

# 3.3.10 Iron Bow Public Agency Sales (J)

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Iron Bow has worked with public sector clients for many years. Such education clients include Johns Hopkins University, The Catholic University of America, George Mason University, Georgetown University, University of Maryland Medical System, Carmel School District, Miami-Trace High School, Frederick Community College, and University of Colorado. In terms of local government entities, Iron Bow has worked with Fairfax County, VA; Plant City, FL; City of Winchester, VA; City of Tampa, FL;

the Orange County, CA, Comptroller's Office; North Carolina departments of Information Technology, Revenue, and Health and Human Services; and West Virginia Office of Technology.

**Table 8** is a list of Iron Bow's top 10 Public Agency customers, along with the total purchases for each for 2020. A key contact for each will be provided upon request.

**Table 8: Public Agency Sales** 



## 3.3.11 Information Systems Capabilities (K)

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Iron Bow Order Management System was developed as a complete product provisioning solution with an emphasis on the unique support requirements inherent in product procurement contracts. The system has been proven over the last 10 years to achieve these goals. We continually re-evaluate capabilities, efficiencies, and system accuracy, taking into consideration technology improvements that may enhance our existing support features.

## **Iron Bow Quote Tool**

A key Iron Bow module is our quote tool, which is an automated quoting system that enables easy, consistent, and secure creation and management of customer quotes across all customer interaction channels. The quote tool is an internally customized quoting application. Integrated into Iron Bow in 2013, the current iteration of the tool is built on the industry-proven Oracle EBS platform. Iron Bow account teams leverage this tool to generate product quotes for thousands of federal, state, local, and commercial customers annually. Contract information, such as approved catalog products, product compliance, and pricing, is loaded into the database and managed throughout the contract lifecycle.

The Iron Bow Account Team will use the quote tool to support Participating Agencies. The team will provide solution development, configuration generation or validation, and quotes as requested. The team can be reached by phone or email. Contact information will be provided to the Agency upon award.

# eCommerce / Shopping Cart Capabilities

Iron Bow's eCommerce capabilities are based on the Oracle iStore platform. iStore is an electronic commerce application that enables us to build, manage, and personalize powerful, global, and scalable internet storefronts. Iron Bow has seamlessly integrated iStore with Oracle's Enterprise Resource Planning (ERP) applications to create powerful internet store sites for selling products and services in a secure and

personalized environment. Our iStore supports both business-to-business (B2B) and business-to-consumer (B2C) selling models. We currently support multiple federal customers with unique storefronts built on the iStore platform.

#### **Order Placement**

Oracle EBS serves as the primary mechanism for placing and entering orders. Iron Bow accepts all forms of Purchase Orders. Other means of ordering include fax, email (with attachments in one of the prescribed formats), and paper copies (via U.S. mail or private courier), as well as EDI capabilities. We will capture and incorporate all required information for order acceptance from all types of orders.

# **Order Tracking**

Iron Bow has implemented iSupport and Install-Base as additional modules within our instance of EBS to provide a web-based interface where our Account Team or authorized customer buyers have access to tracking numbers and delivery status.

Order tracking from receipt to final delivery is captured by Iron Bow via secure connections to our vendors, OEMs, and logistics partners, and added to the database. All order tracking information is made available to the purchasing Agency and our Account Team. Agencies will be able to access up-to-date information on the status of all orders by either contacting the team or via the customer portals.

#### **Credit Card Orders**

Iron Bow currently accepts credit card orders via phone or the web portal in our iStore module, and can extend this support to the participating Public Agency, if applicable. Purchasing thresholds can be set as desired. We will capture all information necessary to provide the Agency with full and detailed reporting of credit card use. This automation will help limit any errors that may occur from human intervention. Orders will be screened and only accepted when found to be in accordance with the order requirements established by the Agency for credit card use.

#### **Order Modifications**

Should the need arise for order modifications or delivery change requests, Iron Bow will follow our ISO-certified change management process that is based on PMI Program Management Body of Knowledge (PMBOK) best practices. This process focuses on controlling changes to the baseline order to ensure order delivery success, and provides all parties with a recorded trail of changes made to the baseline order or delivery schedule. Once a change is proposed, it is reviewed and its impact on the current order status is assessed. Alignment of the proposed change with delivery objectives is validated and either approved or rejected, and the decision is communicated to all affected stakeholders. Adjustments reflecting the changes are then made to the order.

#### **Order Invoicing**

Once equipment has been delivered and accepted at the customer site, invoices will be exported from the system in accordance with contract terms and submitted to the Agency for payment. Iron Bow accepts all methods of payment. Credit card fees incurred are not directly passed on to customers.

## 3.3.12 Guaranteed Contract Sales (L)

L. Provide the Cont	ract Sales (as defi-	ned in Section 10	of the OMNIA	A Partners A	dministration A	greement) that Su	pplier will
guarantee each yea	r under the Master	Agreement for the	he initial three	years of the	Master Agreen	nent ("Guaranteed	Contract
Sales").							

- \$\_\_\_\_\_.00 in year one
- \$\_\_\_\_\_.00 in year two
- \$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Iron Bow will pay a 3 percent Administration Fee based on the actual contract sales as outlined in the Administration Fee, Reporting & Payment section of Exhibit B, Administration Agreement. Iron Bow does not guarantee contract sales.

## 3.3.13 Responding to Formal Solicitations (M)

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

In cases where a Public Agency releases its own solicitation without utilizing the Master Agreement, Iron Bow will reach out to the issuing/procurement office and notify them we hold the OMNIA Technology Solutions contract and educate them on the strength of such a contract. We will provide collateral regarding the contract's terms and conditions, and will respond to the solicitation with Technology Solutions Catalog pricing, if authorized/approved by the Public Agency. In this situation, contract sales would be reported by our program office to OMNIA Partners.

If we find ourselves facing competitive conditions requiring pricing lower than what we have as the standard Technology Solutions Catalog not-to-exceed pricing, Iron Bow will respond with lower pricing. We will report such sales as contract sales to OMNIA Partners under the terms of the Master Agreement.

In the unlikely event the Public Agency refuses to utilize the Technology Solutions Catalog, Iron Bow will respond with pricing higher than the agreement. In these situations, contract sales will not be reported to OMNIA Partners. If alternative or multiple proposals are permitted, we will respond with pricing higher than our Technology Solutions Catalog, and include the agreement as the alternative or additional proposal with the better pricing.

#### 3.3.14 OMNIA Partners Documents (ii, iii)

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's

response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Iron Bow understands that Appendix D, Exhibit B, OMNIA Partners Administration Agreement must be signed prior to contract award. We have reviewed and do not have any exceptions to the OMNIA Partners Administration Agreement. Appendix B, Terms and Conditions Acceptance Form is inserted at the end of Tab 3.

In addition, we have included completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. These forms are inserted at the end of Tab 3.

## 3.3.15 Emergency Order Response (iv, v)

iv. Describe how Offeror responds to emergency orders.

v. What is Offeror's average Fill Rate?

With staging and integration expertise, access to product inventories, and priority relationships with all commercial shippers, Iron Bow can meet any emergency order with virtually no impact to our standard operating procedures (SOP). Every supplier has experience with, and an understanding of, priority status for large and/or emergency orders.

Because Iron Bow holds more than 15 IDIQs, GWACs, and BPAs, we already have an organization in place to receive and process orders, including expedited emergency orders. Iron Bow is dedicated to providing high-quality products to participating agencies in a timely manner. We fully leverage our ISO 9001:2015 approved internal systems and processes to manage our business and support customer contract management requirements, ensuring consistent and reliable results. We also coordinate with our OEM partners to ensure 100 percent compliance with all expedited delivery order requirements.

Iron Bow has a staff of sales, engineering, and operations personnel who will be dedicated resources for the Region 4 ESC Technology Solutions contract. If needed, Iron Bow management will redirect internal resources (sales, operations, order processing, and partner services staff) to ensure priority/emergency orders are given immediate attention and processed with urgency.

#### 3.3.16 On Time Delivery Rate/Standard Delivery Timelines (vi)

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Iron Bow has SOPs in place to ensure orders are shipped and received as expected. Our database retains complete shipping records of each order. Tracking information (delivery method by carrier, tracking number, ship date, and estimated time of arrival [ETA]) is available to the Agency 24x7.

# 3.3.17 Return/Restocking Policy (vii)

# vii. Describe Offeror's return and restocking policy.

Under Iron Bow policy, return/restock fees may apply depending on the product and whether it is sourced directly from the OEM or through a distribution partner. We will clearly identify whether any return/restock fees apply at the time of quoting.

# 3.3.18 Service and Warranty Capabilities (viii)

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

Iron Bow's support services are founded on ITIL best practices and are available 24x7x365.

Iron Bow offers Tier 1–3 remote help desk support from our Help Desk Depot. Participating Agencies have the option of purchasing Tier 1–3 or just Tier 2–3 support in conjunction with the service.

We will help the Participating Agency's support organization diagnose and resolve technical problems related to performance of our services that originate with Agency infrastructure or MPLS networks.

## 3.3.19 Fulfillment Process (ix)

#### ix. Describe Offeror's customer fulfillment process

Iron Bow's order processing and operations staff oversee cradle-to-grave order management, including order acknowledgement, order review and quality assurance (QA), purchasing, invoicing, and contributing to the Monthly Activity Report. This group is further responsible for ensuring all information regarding the order will achieve accurate reporting; confirming an automatic tax exemption, where applicable, for all purchases under this contract; purchasing from OEMs and distributors; providing shipping/tracking information to the Agency; processing invoices; and preparing RMAs.

Iron Bow uses a series of tools to automate as much of the order management process as possible; this includes the IronCare Service Portal. The portal (an IT Service Management [ITSM] tool) is a user-friendly solution that provides flexible portal capabilities based on customer needs, including ticket tracking, robust dashboards, and reporting. The Service Portal will be designed to provide easy access to a wide range of supporting information (i.e., technical literature and training options/materials) without cluttering the screen or interfering with basic purchasing functionality. We use IronCare where possible to provide transparency of the ordering process to the participating Public Agency.

**Purchasing Procedures:** Iron Bow will have the IronCare<sup>TM</sup> portal in place and ready to accept delivery orders and purchase card orders within 21 calendar days of contract award. Orders will be accepted via EDI using the American National Standard Institute (ANSI) X 12 standard or by fax, web portal email, or telephone.

Part of the responsibilities of the order processing/operations staff is to review all orders received. They also ensure the unique account number for each customer is accurate and tag each item that is unavailable due to back order, end-of-life (EOL), or end-of-service (EOS), and provide an availability date.

## 3.3.20 Customer Service/Problem Resolution Process (x)

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

#### **Customer Service**

Iron Bow's OEM-certified service technicians are responsible for providing customer service for the daily operation of our customers' computer systems and networking systems. They will be the first line of support for all support calls and are available 24x7. Their responsibilities include:

• Telephone support to the participating Agency on complex hardware, software, and network-related problems, questions, and use

- First-tier resolution over the telephone by diagnosing, troubleshooting, and attempting problem reproduction to classify nature, level, and priority of problems
- Opening, tracking, and closing trouble tickets
- Ensuring problem ownership and promoting end-user satisfaction
- Escalating issues to internal Tier 2 or Tier 3 resources as needed
- Dispatching and tracking activities of service technicians assigned when trouble tickets are escalated, when necessary
- Tracking any additional support from OEM technical support organizations
- Providing regular and ad hoc reports to customers as required

#### **Problem Resolution**

As a result of proactive monitoring, the Iron Bow can detect and begin troubleshooting some incidents before the Participating Agency becomes aware of a problem or notices any performance issue. We will contact the Agency's support organization upon discovery of a degradation or fault that may require corrective action. If on-site collaborative troubleshooting is required, the Iron Bow specialist will work remotely with the Agency's on-site support organization at a time convenient to the Agency.

We have established formal escalation procedures to facilitate resolution of complex incidents. We coordinate incident escalation, enlisting appropriate Iron Bow technical resources and operational managers to assist with problem solving and Agency communication. Incidents will be escalated based on severity and the amount of time open without resolution. Agencies may elect to escalate their incidents with our Service Desk at any time. The Service Desk operates 24x7 and features experienced and highly qualified certified staff.

## 3.3.21 Invoicing Process (xi)

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Once equipment has been delivered and accepted at the customer site, invoices will be exported from the system in accordance with contract terms and submitted to the Participating Agency for payment. Iron Bow accepts all methods of payment. Credit card fees incurred are not directly passed on to customers.

## 3.3.22 Implementation Transition Plan (xii)

## xii. Describe Offeror's contract implementation/customer transition plan.

Iron Bow strategically selects our Transition Management Team from experienced, senior members of our current staff. Members of the team, listed in **Table 9**, have an average of more than 10 years with Iron Bow, and are keenly aware of our processes/procedures and program management methodologies. This combination of experience and knowledge greatly benefits OMNIA Partners with increased effectiveness and efficiency of transition.

**Table 9: Iron Bow Transition Management Team** 

Team Member	Transition Duties
_	General Manager, Commercial/SLED Sales – Activates all required contractual paperwork, serves as escalation point as needed.
	Senior Account Manager – Works with Mr. Saltenberger to interface with OMNIA Partners. Identifies and mitigates issues/concerns. Responsible for quoting and ordering process.

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Team Member	Transition Duties
Mr. Jarrod Miller	Contracts Manager – Responsible for all contract startup activities and COOP. Coordinates with OMNIA Partners. Has authority to represent Iron Bow on all contract matters.
Mr. Jonathon Black	Consulting Systems Engineer – Primary technical resource available to provide corporate reach-back into senior solution architects and other engineering SMEs.
Ms. Trina Marlowe	Senior Director of Quality Improvement – Assists Program Manager in contract startup, leveraging extensive experience managing similar transitions.
Ms. Debbie Yassine	Director of Human Resources – Responsible for all HR-related activities, recruitment, re-badging of incumbent personnel (when required), coordinating background checks.
Ms. Josie Smoot	Director of Marketing – Engages with OMNIA Partners' PMO to coordinate training, education, and marketing campaign.

## **Contract Startup Period**

Iron Bow has two overall goals for transition into the Master Agreement. The first is to set the stage for optimal performance of the services and support for the requirements, ensuring OMNIA Partners and Region 4 ESC can continue to efficiently support the agencies they serve. The second is to solidify our relationships with the OMNIA Partners contractual and technical organizations and further familiarize our PMO with the customers this contract will support.

Upon award, Iron Bow will conduct:

- First Conference Call / Initial Kickoff Meeting
- Executed Legal Documents
- Program Contact Requirements
- Second Conference Call
- Marketing Kickoff Call
- Initial NAM and Staff Training Meetings
- Senior Management Meeting
- Review Top Joint Target Opportunities
- Web Development
- Sales Training and Rollout
- Monthly Status Reports
- Quarterly Reports

## 3.3.23 Financial Condition (xiii)

#### xiii. Describe the financial condition of Offeror.

Iron Bow has had annual revenues of \$1 billion for the last three years. Iron Bow's corporate financial resources are significant, and we will apply them, as appropriate, to deliver successful outcomes for the OMNIA Partners Master Agreement. Having been in business for 37 years, Iron Bow provides the long-term financial stability critical to successfully delivering on all our commercial and government contracts. We have proven to be consistently profitable and have established ample lines of credit, ensuring the capability to deliver at all times.

# 3.3.24 Website Capabilities and Functionality (xiv)

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Iron Bow will provide OMNIA Partners secure access to a web portal within 21 calendar days after contract award through our Iron Bow Service Portal, which can support purchasing and help desk functions. This full-service system manages and tracks all orders. Agencies can directly contact an Iron Bow ISR to place and execute orders. Our flexibility enables our ordering interface to accommodate any key data elements that must be tracked. The system ensures that when agencies make purchases from the website, the website does not retain credit card information. The purchaser must re-enter this data with each purchase.

Our secure, web-based Service Portal can be used by Iron Bow and the Agency to initiate and track orders, review delivery and installation activities, manage incident and trouble tickets, and access customized reports. Iron Bow can provide the following support for the OMNIA Partners Master Agreement via our website:

- Display all contract line items, a subset of items, or any other items related to full product solutions
- Show special promotions and/or promotional pricing
- Provide EOL/EOS reporting
- Show fax, TTY, and toll-free phone numbers, and customer service email address
- Provide Contracting Officer (CO) and Representative (COR) names and phone numbers
- Provide contract information (e.g., contract number, scope)
- Offer access to training materials (e.g., user guides, manuals, FAQs) and the Ordering Guide
- If required, there will be an administrative area accessible only to OMNIA Partners and designated
  contract administrators that will provide details on webpage hits, purchase histories and data, software
  licenses, meeting minutes, contract reports, and any other contractual data required by OMNIA Partners

The portal can also provide the current status of the service tickets requested (open, dispatched, service technician en route, delivered). From the portal, the Agency can have direct access to the support documentation area of OEM web pages specifically for the proposed products. OMNIA Partners can define roles and level of access to the portal for help desk users.

In addition, the Service Portal can manage hardware and software obsolescence, which includes a process to notify the Agency when any item nears EOL/EOS. It can track pending replacement components/devices that will be proposed by the sales engineering teams that mitigate the impact on standard solution configurations and/or the OEM list of products. When new products are added to the catalog, OEM maintenance dates are loaded to track renewal and expiration of support under the subscription. This method is also useful for tracking and managing EOL/EOS notifications. Our OEM partners, in concert with our Partner Alliance Team, are responsible for notifying the PMO when a product on the catalog has been announced as going EOL.

## 3.3.25 Safety Record (xv)

#### xv. Describe the Offeror's safety record.

The personal safety and health of each employee is of primary importance to Iron Bow. Our policy is to maintain a safe and healthy work environment at all times, and to comply with Occupational Safety and Health Administration (OSHA) regulations and state and local safety requirements. Prevention of work-

related injuries and illnesses is treated as a priority by management and employees, and is given precedence in all operational matters. Iron Bow does not knowingly allow unsafe conditions to exist or permit employees to participate in unsafe activities.

# 3.3.26 Additional Information (xvi)

xvi. Provide any additional information relevant to this section.

Iron Bow does not have any additional information relevant to this section at this time.

## APPENDIX B

## TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

# Check one of the following responses:

	(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
П	Offeror takes the following exceptions to the RFP and draft Contract. All exceptions mus

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

# EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

# FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### **DEFINITIONS**

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
  - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest:
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

party.	WILID	
Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror
(B) Termination for cause and effected and the basis for settle		ne grantee or subgrantee including the manner by which it will be excess of \$10,000)
	eement in excess of \$10	Agency expends federal funds, the Participating Agency reserves the right 0,000 resulting from this procurement process in the event of a breach or as of the contract.
Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.		
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror		
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.		
contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.  Does offeror agree? YES		
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.		
Does offeror agree? YESInitials of Authorized Representative of offeror		
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.		
Does offeror agree? YESInitials of Authorized Representative of offeror		
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)		

term of an award for all contracts by Participating Ago to comply with all applicable requirements as referenced	s are expended by Participating Agency, the offeror certifies that during the ency member resulting from this procurement process, the offeror agrees in Federal Rule (G) above.
Does offeror agree? YES WHB	Initials of Authorized Representative of offeror
made to parties listed on the government wide excluthe Executive Office of the President Office of Man Executive Orders 12549 (3 CFR part 1986 Comp., Suspension." SAM Exclusions contains the names	12549 and 12689)—A contract award (see 2 CFR 180.220) must not be usions in the System for Award Management (SAM), in accordance with agement and Budget (OMB) guidelines at 2 CFR 180 that implement p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and of parties debarred, suspended, or otherwise excluded by agencies, as a regulatory authority other than Executive Order 12549.
term of an award for all contracts by Participating Agen it nor its principals is presently debarred, suspended, participation by any federal department or agency. If a debarred, suspended, proposed for debarment, decla department or agency, the offeror will notify the Participa	s are expended by Participating Agency, the offeror certifies that during the acy resulting from this procurement process, the offeror certifies that neither proposed for debarment, declared ineligible, or voluntarily excluded from any time during the term of an award the offeror or its principals becomes ared ineligible, or voluntarily excluded from participation by any federal ating Agency.
Does offeror agree? YESWHB	Initials of Authorized Representative of offeror
must file the required certification. Each tier certifies funds to pay any person or organization for influence member of Congress, officer or employee of Cong obtaining any Federal contract, grant or any other	2)—Contractors that apply or bid for an award exceeding \$100,000 s to the tier above that it will not and has not used Federal appropriated sing or attempting to influence an officer or employee of any agency, a gress, or an employee of a member of Congress in connection with award covered by 31 U.S.C. 1352. Each tier must also disclose any in connection with obtaining any Federal award. Such disclosures are rd.
term and after the awarded term of an award for all cor offeror certifies that it is in compliance with all applicab undersigned further certifies that: (1) No Federal appropriated funds have been paid or a attempting to influence an officer or employee of any a employee of a Member of Congress in connection with t of a Federal loan, the entering into a cooperative agreen of a Federal contract, grant, loan, or cooperative agreen (2) If any funds other than Federal appropriated fa attempting to influence an officer or employee of any employee of a Member of Congress in connection with a and submit Standard Form-LLL, "Disclosure Form to Re (3) The undersigned shall require that the language of	unds have been paid or will be paid to any person for influencing or agency, a Member of Congress, an officer or employee of congress, or an this Federal grant or cooperative agreement, the undersigned shall complete
RECORD RETENTION REQUIREM	ENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
that it will comply with the record retention requiremen retain all records as required by 2 CFR § 200.333	acy for any contract resulting from this procurement process, offeror certifies to detailed in 2 CFR § 200.333. The offeror further certifies that offeror will for a period of three years after grantees or subgrantees submit final rts, as applicable, and all other pending matters are closed.
Does offeror agree? YES WHB	Initials of Authorized Representative of offeror
	WITH THE ENERGY POLICY AND CONSERVATION ACT
vinch randopading Agency expends lederal fullos to a	any contract resulting from this procurement process, offeror certifies that it

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror
CER	TIFICATION OF COM	MPLIANCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certification or application or appl	es that its products co able waiver with resp	y Administration, Federal Railroad Administration, or Federal Transit omply with all applicable provisions of the Buy America Act and agrees to ect to specific products to any Participating Agency upon request. ct must still follow the applicable procurement rules calling for free and
Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror
C	ERTIFICATION OF A	ACCESS TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other reco purpose of making audits, exam	ords of offeror that are inations, excerpts, ar	cy or any of their duly authorized representatives shall have access to any e pertinent to offeror's discharge of its obligations under the Contract for the nd transcriptions. The right also includes timely and reasonable access to ussion relating to such documents.
Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror
	CERTIFICATION OF	APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it a	awards pursuant to th	e Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	WHB	Initials of Authorized Representative of offeror
further acknowledged that offer noted above.	or certifies compliar	local laws, rules, regulations and ordinances, as applicable. It is not with all provisions, laws, acts, regulations, etc. as specifically
Offeror's Name: Iron Bo	w Technologie	s, LLC
Address, City, State, and Zip Code	e: <u>2303 Dulle</u>	s Station Blvd., Suite 400
Phone Number: (703) 279-3	3000	Fax Number: <b>(703) 793-0662</b>
Printed Name and Title of Authoriz	ed Representative:	William Bentley / Associate Corporate Counsel
Email Address: Willia	m.Bentley@ird	onbow.com
Signature of Authorized Represen	tative Willia	m Bentley Date: 1/12/2021

#### **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value, 2 C.F.R. § 200.318(c)(1), d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

## **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

#### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

- contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once aweek.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply. neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

## "Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### 5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### "Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

# 6. Rights to Inventions Made Under a Contract or Agreement.

a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
  - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

#### "Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

#### 8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at <a href="https://www.sam.gov">www.sam.gov</a>. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
  - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

## "Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### 9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

## "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

#### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Iron Bow Technologies, LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

William Bentley
Signature of Contractor's Authorized Official

William Bentley / Associate Corporate Counsel

Name and Title of Contractor's Authorized Official

1/12/2021 Date"

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>."

# 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

## b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See\_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

#### "Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

# 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

# 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

#### Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions

Section of this solicitation.

Offeror's Name: \_\_\_\_\_ Iron Bow Technologies, LLC

Address, City, State, and Zip Code: \_\_\_\_\_ 2303 Dulles Station Blvd., Suite 400

Phone Number: \_\_\_\_ (703) 279-3000 \_\_\_\_ Fax Number: \_\_\_\_ (703) 793-0662

Printed Name and Title of Authorized Representative: \_\_\_\_ William Bentley / Associate Corporate Counsel

Email Address: \_\_\_\_\_ William.Bentley@ironbow.com

Signature of Authorized Representative: \_\_\_\_\_ William Bentley \_\_\_\_\_

Date: \_\_\_\_\_ 1/12/2021

#### **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value, 2 C.F.R. § 200.318(c)(1), d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

## **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

#### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

- contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once aweek.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply. neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

# "Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### 5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

## "Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

# 6. Rights to Inventions Made Under a Contract or Agreement.

a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
  - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

# "Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

## 8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at <a href="https://www.sam.gov">www.sam.gov</a>. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
  - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

# "Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

# 9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

# "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

# APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Iron Bow Technologies, LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

William Bentley
Signature of Contractor's Authorized Official

William Bentley / Associate Corporate Counsel

Name and Title of Contractor's Authorized Official

1/12/2021 Date"

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>."

# 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

# b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See\_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

## "Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

# 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

# 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

# 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

# 15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

# Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions

Section of this solicitation.

Offeror's Name: \_\_\_\_\_ Iron Bow Technologies, LLC

Address, City, State, and Zip Code: \_\_\_\_\_ 2303 Dulles Station Blvd., Suite 400

Phone Number: \_\_\_\_ (703) 279-3000 \_\_\_\_ Fax Number: \_\_\_\_ (703) 793-0662

Printed Name and Title of Authorized Representative: \_\_\_\_ William Bentley / Associate Corporate Counsel

Email Address: \_\_\_\_\_ William.Bentley@ironbow.com

Signature of Authorized Representative: \_\_\_\_\_ William Bentley \_\_\_\_\_

Date: \_\_\_\_\_ 1/12/2021

# EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

# **NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

# DOC #1

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Iron Bow Technologies, LLC

Organization Address: 2303	Dulles Station Blvd., Suite 400 Herndon, VA 20171
Part I Check the box that repr	esents the type of business organization:
Sole Proprietorship (skip Part	s II and III, execute certification in Part IV)
Non-Profit Corporation (skip F	Parts II and III, execute certification in Part IV)
For-Profit Corporation (any ty	pe) Limited Liability Company (LLC)
Partnership Limited I	Partnership Limited Liability Partnership (LLP)
Other (be specific):	
Part II	
corporation who own 10 p partners in the partnershi members in the limited lia	e names and addresses of all stockholders in the percent or more of its stock, of any class, or of all individual p who own a 10 percent or greater interest therein, or of all ability company who own a 10 percent or greater interest be. (COMPLETE THE LIST BELOW IN THIS SECTION)
	OR
class, or no individual par interest therein, or no me	e corporation owns 10 percent or more of its stock, of any other in the partnership owns a 10 percent or greater or the limited liability company owns a 10 percent or s the case may be. (SKIP TO PART IV)
(Please attach additional sheets if mor	re space is needed):
Name of Individual or Business Entit	y Home Address (for Individuals) or Business Address
Iron Bow Holdings, Inc.	2303 Dulles Station Blvd., Suite 400 Herndon, VA 20171

Name of Organization:

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

# Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William Bentley	Title:	Associate Corporate Counse
Signature:	William Bentley	Date:	1/12/2021

# DOC #2

# NON-COLLUSION AFFIDAVIT

STA	ANDARD BID DOCUMENT REFERENCE
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

# NON-COLLUSION AFFIDAVIT

State of New Jersey	
County of	ss:
William Bentley I,	and State of Virginia of full
I am Associate Corporate Counsel (title or position)	of the firm of Iron Bow Technologies, LLC (name of firm)
,	the bidder making this Proposal for the bid
full authority to do so that said bidder has participated in any collusion, or otherwise connection with the above named project; affidavit are true and correct, and made w East Texas Region 4 relies upor (name of contracting unit) and in the statements contained in this affiding contract upon an agreement or understand fee, except bona fide employees or bona for lron Bow Technologies, LLC	, and that I executed the said proposal with not, directly or indirectly entered into any agreement, e taken any action in restraint of free, competitive bidding in and that all statements contained in said proposal and in this with full knowledge that the Education Service Center in the truth of the statements contained in said Proposal didavit in awarding the contract for the said project.  Agency has been employed or retained to solicit or secure such ling for a commission, percentage, brokerage, or contingent dide established commercial or selling agencies maintained by
Subscribed and sworn to	
before me this day	Signature
, 2	(Type or print name of affiant under signature)
Notary public of	
My Commission expires	
(Seal)	

# DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:	Iron Bow Technologies, LLC
Street: 2303 Dulle	es Station Blvd., Suite 400
City, State, Zip Code:	Herndon, VA 20171
<b>Proposal Certification</b>	<u>:</u>
proposal will be accept	y's compliance with New Jersey Affirmative Action regulations. Company's ted even if company is not in compliance at this time. No contract and/or assued, however, until all Affirmative Action requirements are met.
<b>Required Affirmative</b>	Action Evidence:
Procurement, Profession Vendors must submit	nal & Service Contracts (Exhibit A) with proposal:
1. A phot	o copy of their Federal Letter of Affirmative Action Plan Approval
OR	
2. A phot OR	o copy of their <u>Certificate of Employee Information Report</u>
3. A com	plete Affirmative Action Employee Information Report (AA302)
Public Work - Over \$5	50,000 Total Project Cost:
A. No approved Federa AA201-A upon rec	al or New Jersey Affirmative Action Plan. We will complete Report Form eipt from the
B. Approved Federal o	r New Jersey Plan – certificate enclosed
I further certify that the the best of my knowledg	e statements and information contained herein, are complete and correct to be and belief.
	Authorized Signature and Title

# DOC #3, continued

# P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

# PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

William Bentley
Signature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

# **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# DOC #4, continued

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information	1		
Vendor Name: Iro	n Bow Technologies, LLC		
Address: 2303 Du	lles Station Blvd., Suite 400		
City: Herndon	State: VA Zip:	20171	
ompliance with the provisions o ccompanying this form.	d to certify, hereby certifies that the f N.J.S.A. 19:44A-20.26 and as rep	_	_
William Bentley _ ignature	William Bentley Asso Printed Name Title	ociate Corporate	<u>Co</u> unsel
Part	II - Contribution I	Disclosure	
political contributions (more	than \$300 per election cycle) over ment entities listed on the form provided in electronic form	r the 12 months pr	ior to submission to
Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			<del> </del>
	_		
	+		+
			+
Check here if the information	on is continued on subsequent page(s	3)	

# DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

# DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
I certify that the list below contains the nar holding 10% or more of the issued and out <b>OR</b>	mes and home addresses of all stockholders standing stock of the undersigned.
I certify that no one stockholder owns 10% the undersigned.	or more of the issued and outstanding stock of
Check the box that represents the type of busin	ess organization:
Partnership Corporation	Sole Proprietorship
Limited Partnership	Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necess	ary, complete the stockholder list below.
Stockholders:	
Name: Iron Bow Holdings, Inc.	Name:
Home Address: 2303 Dulles Station Blvd., Ste 400 Herndon, VA 20171	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this day of,	
2 day of,	(Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

# DOC #6

# Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

# STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**Quote Number:** 

RFP 21-04

Bidder/Offeror:

Iron Bow Technologies, LLC

# **PART 1: CERTIFICATION** BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chanter 25 list is found on the Division's website at http://www.state.ni.us/treasury/purchase/ndf/Chanter25l ist ndf. Bidders

must non- by la	review this list prior to completing the below certification. <b>Failure to complete the certification will render a bidder's proposal responsive</b> . If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided w, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in ult and seeking debarment or suspension of the party
LEAS	SE CHECK THE APPROPRIATE BOX:
	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
	OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

# PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL **ACTIVITIES ENTRY" BUTTON.** 

Name Iron Bow	/ Technologies, LLC	Relationship to Bidder/Offeror	Employee	
Description of Activities	Technology Products and	and Services		
Duration of Engagement	5 years Anticip	pated Cessation DateJune 2	2026	
Bidder/Offeror Contact Na	me William Bentley	Contact Phone Number (57	1) 585-0682	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and

Full Name (Print	: William Bentley	Signature:	William	Bentley	
Title: A	ssociate Corporate Counsel	Date:	1/12/2021	0	

# DOC #7

# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

# **DOC** #8

# **EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

# **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: <a href="http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf">http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf</a> for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _	William Bentley	Title: _	Associate Corporate Counsel
Signature	William Bentley	Date: _	1/12/2021

# DOC #9 MCBRIDE-PRINCIPLES



# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	RFP 21-04	VENDOR/BIDDER:	Iron Bow Technologies, LLC
DID SOLICITATION #;		VENDOR/DIDDER:	=

# VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX			
The Vendor/Bidder has no business operations in Northern Ireland; or			
<i>OR</i> The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.			

# **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

William Bentley	1/12/2021
Signature	Date
William Bentley / Associate Corporate Counsel Print Name and Title	<u> </u>

# TAB 4QUALIFICATION AND EXPERIENCE

# 4.1 History (i)

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Iron Bow was founded in 1983 as Intellisys Technology Corporation, a small business providing services-based solutions to the federal government. Our headquarters is in Herndon, VA.

Over the years, and through multiple acquisitions, Intellisys became Apptis, Inc., offering a wide range of IT products and networking services. In 2008, Apptis established Apptis Technology Solutions LLC (ATS) to focus on industry-leading products and services. This strategic move repositioned ATS as a technology provider and systems integrator, leveraging our manufacturing partnerships and top-tier engineering staff to provide advanced, turn-key IT solutions for federal and commercial customers.

Rebranded as Iron Bow in 2010, we have achieved rapid growth over the past decade. We launched our Healthcare Solutions Division in 2014, and in the last 5 years have tripled in size and reached \$1 billion in annual revenue. Today we employ more than 800 IT professionals nationwide and have offices in Chantilly and Glen Allen, VA; Largo, MD; Honolulu, HI; and Kent, WA.

# 4.1.1 Iron Bow Reputation (ii, iii)

- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.

Iron Bow's reputation in the marketplace is demonstrated by accolades from objective third parties, such as Washington Technology magazine consistently naming us among its Top 100 companies (2012-2020). We earned the Washington Business Journal's 2017 Innovation Award for our CLINiC telehealth solution. Virginia Business and The Washington Post have named Iron Bow among the best workplaces in recent consecutive years, indicating employee satisfaction, retention, and corporate stability, all benefitting our customers.

The marketplace reputation of Iron Bow products and services is demonstrated by reviews of our work by our customers, such as in Contractor Performance Assessment Reports (CPAR) by federal agencies. For example, for a 2017 video integration project under our CEVN contract, the VA said, "The contractor delivered an exceptional product on-time and within the budget allocated by the Government...The function, performance and aesthetics of the application have exceeded all expectations."

Our help desk services have earned very high praise. For instance, the VA noted in a 2019 CPAR that one of our desks had achieved its SLAs 100% of the time, and customer surveys were returned as extremely satisfied 99% of the time. After we revamped and added services to the help desk in 2018, the VA said, "The amount of time for testing and working with the VA COR/PM on these tasks was excellent. The Contractor definitely made a difference here and it showed." And finally, "Customer satisfaction levels above 95% for a national help desk of this size to include the scope of the complexity of services provided are unheard of in the industry."

The marketplace reputation of our products and services is also seen in the high-level certifications and partnerships we have earned from our top-tier OEM partners. To name a few: Amazon Web Services (AWS), Select Consulting Partner (among others); Cisco, Gold; Dell EMC, Premier; Intel, Elite; Microsoft, Gold; NetApp, Platinum; Poly, Gold. Finally, Iron Bow has earned Partner of the Year and similar awards multiple times from many of these OEMs.

# 4.1.2 Key Employee Experience (iv)

## iv. Describe the experience and qualification of key employees.

One of Iron Bow's greatest resources is our people. Their combined talents and dedication make Iron Bow one of the strongest, most versatile IT solution providers in technical knowledge and innovation. Our employees specialized skills range from in-depth and customer-specific solution development to advanced integration of complex, multi-discipline systems. They work constantly to advance their skills through individual and manufacturer certifications in the latest technological developments.

The Iron Bow Account Team has a long track record of providing excellent account management, partnership development, customer support, and problem solving for a wide variety of government, education, and commercial customers. Individuals on the team include:

- Katie Barton, Senior Account Manager Ms. Barton brings nearly 20 years of experience in the IT industry, including 15 years working with cooperative contracts, and will be managing and developing the OMNIA Partners Master Agreement. She works closely with a dedicated team that includes a CSE, ISR, and post-sales order management to design, build, and manage delivery of hardware, software, and service solutions.
- Taylor Murphy, ISR Ms. Murphy will work closely with Ms. Barton and Mr. Black to build, track, and manage all hardware and service quotes under this contract. She began her tenure with Iron Bow as an Associate ISR and was promoted to ISR in November 2018 in recognition of her technical, sales, and customer communication skills. She has 3 years of IT industry experience and 7 years of customer support, account maintenance, and problem solving.
- **Jonathon Black**, **CSE** As the CSE and Pre-Sales Solutions Architect, Mr. Black will support the OMNIA Partners Master Agreement as the primary technical advisor for our Account Team. He will actively drive and manage technology and solution evaluations, as well as articulate technology and product positioning to both business and technical evaluators. Mr. Black will identify any technical issues to ensure complete customer satisfaction through all stages of solution development. He has been in the IT industry for 16 years, and has been a solutions architect for the past 2 years.
- Rae Kim, Order Management Representative Mr. Kim will support the Account Manager and ISR by managing all orders to ensure timely delivery in accordance with contract requirements. He will work with suppliers to expedite product shipments and process returns as necessary.

The Iron Bow staffing model is a matrixed organization of technical resources. Specifically, we have trained and certified engineers to support the three main areas, as detailed in **Table 10**.

Resource Group / Location	Responsibilities
Pre-Sales Engineers Nationwide	Responsible for requirements gathering, initial system design in accordance with functional requirements, communicating, and transitioning projects from proposal to execution.
Practice Area Leads Nationwide	SMEs in core technology competency areas (AV/VTC/Collaboration, Secure Mobility, Data Center, Networking, and Information Security). Responsible for assisting with enterprise architecture and design, documentation, training, troubleshooting.
Deployment Engineers Nationwide	Responsible for executing Iron Bow designs, knowledge transfer to clients, and preparing key project deliverables. Perform installation, configuration, testing, and remediation tasks.
CSC Chantilly, VA	Certified technical resources responsible for providing Tier 1–3 support to our managed service customers. Team is comprised of over 25 technical engineers who handle day-to-day managed service operations for over 30 customers.

**Table 10: Resource Groups** 

# 4.1.3 Government Sector Experience (v)

v. Describe Offeror's experience working with the government sector.

Eighty-five percent of Iron Bow's recurring \$1 billion annual business is with the government sector. We deliver products and services to the government similar to those we are proposing for this contract. The following are just some of the customers for which Iron Bow has deployed products and services:

- State, Local, and Commercial: Fairfax County, VA (remote workforce/laptops); Plant City, FL (AV/VTC); Maryland-National Capital Park and Planning Commission (networking); C2 Technologies (storage consolidation); DLA Piper (managed network services); Huntington Ingalls Industries (enduser device support); McCormick Company (AV/VTC); NHIC Corporation (security); Queen's Health Systems (collaboration, telehealth); FCC (managed UCaaS); Kaiser Permanente (telehealth); Airbus (program management), Under Armour (DR); Navy Federal Credit Union (networking); MedStar Health (AV, VTC, wireless).
- Federal Civilian Agencies: VA (products, services, support, and development for past 10 years); Department of Justice / FBI (end-user devices, storage, printers, UC, help desk); IRS (compute/store, collaboration, networking); Administrative Office of the U.S. Courts (Layer 1 / physical plant, networking, security, collaboration); Department of Homeland Security / Coast Guard (end-user device provisioning, deployment, maintenance); Department of Labor (collaboration, networking); NIH (optical network, collaboration); SSA (end-user device provisioning and maintenance); FAA (collaboration/VTC, hardware commodity procurement, asset management/installation); DOS (security, collaboration/VTC, networking); Equal Employment Opportunity Commission (IT help desk); U.S. Tax Court (security, data center, collaboration, managed VoIP, networking).
- DoD: Air Force District of Washington (networking, cloud, storage, collaboration); Air Combat Command (VDI, collaboration); Army National Guard (networking); Army Corps of Engineers (communication kits, hardware provisioning and deployment); Pacific Air Forces (collaboration); Space and Naval Warfare Systems Command (networking, security); Army and Air Force Enterprise (Enterprise IT as a Service [EITaaS]); USAF (Windows 10 migration); USAF Europe (VDI, networking); U.S. Naval Ships Mercy and Comfort (on-board technical engineering support, data center, security, networking); Defense Threat Reduction Agency (data analytics); Defense Language Institute (wireless, VDI); Aberdeen Proving Ground (wireless, AV, VTC); Defense Health Agency (telehealth).

# 4.1.4 E-Rate Funding (vi)

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

Iron Bow is an active service provider in the federal E-rate program (Service Provider Identification Number [SPIN] 143035445) and has a dedicated E-rate SME who can support our customers looking to leverage the Schools and Libraries Funding Mechanism. We have a very strong understanding of E-rate program rules, the products that are eligible under it, and routinely meet with our partner distributors and manufacturers to hear the latest they can bring to the table. We can help organizations navigate the program to bolster their network infrastructures and prepare for future needs through careful planning and strategic use of E-rate funding to help subsidize the costs of such technology rollouts.

The types of E-rate services we are prepared to offer our customers include:

• Application planning, program application filing, compliance and post-approval support services (e.g., Form 471 filing support, help customers submit Item 21 attachments, and support for E-rate

reimbursement invoicing (Billed Entity Applicant Reimbursement [BEAR] or Service Provider Invoice [SPI]).

- Comprehensive list of covered technologies and team of experienced and certified engineers who can work with our customers to design a solution that best leverages such E-rate dollars.
- Support for design and technology planning services, ensuring customers have access to the most current information on technology, products, services, and solutions.
- Plan and support permissible demonstrations.
- Extensive experience as a systems integrator in the public sector space, thus benefitting our customers as they seek qualified E-rate solutions.
- Numerous account teams focused on supporting our dedicated public sector practice.
- Significant experience in not only E-rate, but many other facets of supporting the education space.
- We will document activities to prove compliance by maintaining correspondence, keeping copies of Requests for Proposals (RFP) / promotional materials, and retaining documents for 10 years.
- We can provide post-procurement support such as site survey work, technology installation, project management, test and acceptance, assistance with warranty fulfillment, assistance with accessing manufacturer support, ongoing help desk support, managed services, and personnel training.

# 4.1.5 Past Litigation, Bankruptcy, and Reorganization (vii)

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Iron Bow, like most contractors, from time to time is involved in disagreements, payment issues, and disputes (e.g., we are not paid for the products and/or services we provided). However, we do not reasonably expect that any past litigation or related issues could impact our ability to perform under the contract. In addition, we have not been involved with any bankruptcy, major reorganization, or state investigations of either our corporation or current officers and directors.

# 4.2 References (viii)

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Iron Bow is providing five IDIQ and seven project references. The IDIQ references exhibit our capability to market, promote, and manage large contracts for several federal, state, and local customers. The seven project references show our experience implementing small- and large-scale projects. Each project reference exhibits different technology solutions, demonstrating our ability to implement solutions over several technology areas. Overall, the 12 references show Iron Bow has the qualifications, experience, and resources to successfully promote, execute, and manage the Technology Solutions Catalog.

# 4.2.1 Region 4 ESC Cyber Security Solutions and Associated Products & Services

# Description of Services In October 2020, Iron Bow earned a contract to provide cyber security solutions to public agencies nationally, including state

Iron Bow Technologies, LLC

and local government, education, and nonprofit entities. Although Iron Bow has held the contract less than 75 days, we have

developed a Master Agreement Guide, performed a SWOT and competitor analysis, and developed and published a press release. We also set up a robust marketing campaign, provided training to the Iron Bow team, and have sold over \$2 million in products and services.

#### **Marketing Campaign**

The marketing campaign began by issuing a press release to announce the contract award (<a href="https://ironbow.com/media-center/iron-bow-technologies-extends-sled-reach-with-cyber-security-solutions-contract-award-available-through-omnia-partners/">https://ironbow.com/media-center/iron-bow-technologies-extends-sled-reach-with-cyber-security-solutions-contract-award-available-through-omnia-partners/</a>). This press release was released on all of Iron Bow's social media platforms for additional traction. Our next step was to develop and launch our microsite on the OMNIA website (<a href="https://public.omniapartners.com/suppliers/iron-bow-technologies/overview">https://public.omniapartners.com/suppliers/iron-bow-technologies/overview</a>), which is directly linked on the Iron Bow webpage. We have created contract collateral cobranded with OMNIA Partners and including an overview of OMNIA. All this documentation can be found on the OMNIA website.

#### **Training and Education**

Working in conjunction with Iron Bow to customize the agenda, OMNIA Partners provided training to our sales, engineering, and operations teams to outline the terms, conditions, and structure of the contract. During this time, we developed an understanding of the agencies that are authorized to use the contract, what products are in scope, reporting requirements, and the Iron Bow value and strategy.

# **Contract Sales**

Since being awarded the contract in October, Iron Bow has sold over \$2 million in products and services to four public agencies in three states: Maryland, Virginia, and Florida. We also registered this contract with Fairfax County and had the information added to its website to promote usage within the county government and public schools (https://www.fairfaxcounty.gov/cregister/ContractDetails.aspx?contractNumber=4400010179).

## Post 90-Day Plan

Iron Bow's marketing team has an aggressive approach to promote the Region 4 ESC Cyber Security Contract nationwide during the first half of 2021. During the first quarter, we will focus on brand awareness by concentrating on content creation, cobranding materials with cyber security OEMs, promotion of our partnership via LinkedIn and Twitter, paid social promotion, target advertising, and SEO. During the second and third quarters, we will focus on lead generation by hosting webinars, kicking off a call campaign, and using our call agency to follow up on the captured leads and set meetings.

# 4.2.2 VITA - DaaS

#### **Description of Services**

Iron Bow is currently performing under a 5-year (with two 2-year options) program, valued at \$340 million, providing cradle to grave end-user device support for nearly 60,000 devices at over 2,100 sites covering 86 agencies and spanning 97 cities throughout the Commonwealth of Virginia (COV).

The End User Services – Computing (EUC) program is a component in the VITA's overall strategy to implement a new IT Infrastructure Services Program (ITISP). Iron Bow provides VITA with a managed service solution to include acquisition of end-user devices and peripherals, field services and technical support, software services (distribution, client image engineering, patching and updating), as well as hardware services (product selection and refresh and replacement). Iron Bow is responsible for maintaining an online catalog of all services and products available to VITA; catalog details include technical specifications, costs, inventory availability, delivery time and options to enable End User's the ability to make an informed purchasing choice.

We support city/state employees as well as on-site support contractors by aligning the appropriate service level to duties and objectives. The systems and processes employed in delivering the VITA program can readily scale up or down as customer demands require. Iron Bow's Help Desk, inventory management, and sparing solution was designed specifically around a modular construct that can be deployed to neighboring state, federal, or DoD environments.

For successful delivery of the EUC devices and hardware, Iron Bow uses an approach that has the ITIL methodology at its foundation. Building on this Iron Bow provides a multi-tier support level environment (e.g., VIP, Gold, Silver, Bronze) to deliver

services customized to individual user needs. About full time employees (FTE) deliver a comprehensive managed service solution with onsite support and 24x7x365 coverage options. Support levels can be reduced or enhanced based on evolving needs. We work collaboratively with VITA and their other As-a-Service providers to coordinate continuous service improvement of provisioning our processes and policies.

By conducting a thorough analysis of individual user needs, Iron Bow developed customized user profiles to on which to base device configurations and service levels. This enables us to meet all aspects of service needs while mitigating unnecessary hardware and support costs. In addition, we have made significant investments in management systems and automation to reduce touch points and limit unnecessary headcount.

# 4.2.3 Frederick Community College – UCM

# **Description of Services**

FCC awarded Iron Bow the single contract to replace its telephone system, which consists of 815 total phones—DID, analog, digital, and VoIP—and 463 voicemail boxes, with a modern system that will integrate with and support UC. Iron Bow has begun to assess FCC's telecommunications needs, and will recommend, design, and implement a replacement solution. As part of the UC goal, we will improve the availability, management, capabilities, and security of the phone system.

The contract requires Iron Bow's solution to provide 99.9% availability. The new system must also support 20% growth in use of all services over a 5-year period. We are providing 3-years of 24x7x365 support for users, including on-site support for hardware issues.

Objectives of the project as laid out by FCC include:

- Review existing telecom systems to assess requirements.
- Provide a system that will sustain telecom needs for at least 10 years.
- Solution must be cost effective; any ongoing operational costs must be predictable.
- Solution must be able to expand or contract based on FCC requirements.
- Scaling must not require significant upgrade to add phones, voicemails, etc.
- Replace and integrate phones throughout FCC with phones that work with proposed solution.
- Provide training for system administrators.
- Provide training and documentation for end users of phones and voicemail system.
- Remove existing telecom systems from FCC.
- Provide replacement voicemail system.

Iron Bow will work side-by-side with the FCC Network Infrastructure Team to devise and implement the solution. We will meet with the team weekly throughout the project to discuss risks, schedule, resourcing, and any other concerns. We expect much discussion will revolve around implementation, as we are committed to minimizing downtime and scheduling it outside of FCC hours of operations.

#### **Equipment Acquisition and Disposition**

Per the contract, Iron Bow will acquire, configure, install, and test new equipment and software, also collaborating with the Network Infrastructure Team to do this most efficiently and facilitate knowledge transfer. We will advise FCC on any changes to telecom infrastructure, such as Primary Rate Interface (PRI) circuits, Session Initiation Protocol (SIP) trunks, or upgrades or changes to the Internet circuit. We will acquire and provide any necessary software that FCC does not currently own. Iron Bow will coordinate with OEM and FCC to schedule shipping/receiving dates. We will unbox and inventory equipment, place FCC asset tags on it, and provide an electronic inventory list with serial numbers and asset tags to the Network Infrastructure Team.

Iron Bow will rack equipment in the FCC data center using existing rack space. We will connect devices to the FCC network with recommended interface types and cables. We will configure Network Interface Cards (NIC) with FCC-provided Internet

Protocol (IP) addresses, subnets, Domain Name System (DNS), switching, and virtual local area network (VLAN) configurations, and perform any other configuration to bring devices onto the network.

#### Implementation/Migration/Close-Out

Iron Bow will register equipment and software with their respective OEMs in FCC's name for warranty purposes. We will migrate data from the existing voicemail system to the new system. If downtime is required, we will schedule it outside of FCC hours of operations.

Iron Bow will provide documentation electronically, to include configurations, physical and logical drawings, and other documents created as part of the project. We will conduct a post-implementation meeting with the Network Infrastructure Team to review our solution and identify any follow-up or recommended actions.

# 4.2.4 Fairfax County – Hardware and Warranty

## **Description of Services**

Iron Bow has provided 1,000 Dell laptops and accessories in a project that, with added warranties and services, will extend 5 years. Fairfax County purchased the Dell equipment and services through us to meet COVID-related needs; that is, enabling employees across several departments to work from home.

Iron Bow ensured the equipment—Latitude 5310 2-n-1 laptops, docking stations, and mini display ports—was provided to employees on time, and we will ensure they continue to receive Dell support as purchased by the county. The support comes under the ProSupport Plus package, where Dell technicians will go to employees' homes as needed to service their equipment. Coverage is available for 5 years under the warranty and service provisions of the contract, which Iron Bow recommended to the county. Of note, the purchase was supported by the COVID-related federal CARE stimulus, and we had to act quickly and carefully to meet its requirements, such as installing devices in user hands by December 31, 2020. That service is indicative of our relationships with both Dell and Fairfax County. We have been a Platinum partner with Dell since 1998 and know its offerings intimately. Our key staff have worked with the county for 15 years and know its technology needs, budgets, and forecasts as well. In fact, Iron Bow now primes all Dell business for the county.

# 4.2.5 Jackson Memorial Hospital – AV System

# **Description of Services**

As the Prime contractor working with Innuvo Inc., Iron Bow is responsible for furnishing and installing a new, Crestron-based AV system for the Diagnostic Treatment Center on Jackson Hospital's Main Campus in Miami-Dade County. The system consists of video walls in the main lobby and atrium, and an equipment rack in the building.

For the main lobby, the primary display is a 4x4 video wall comprised of 55" NEC displays, which will produce a 220-inch diagonal image. The video wall can be used in several different configurations that can be preset to meet the most popular applications. The following video sources can be displayed:

- (1) Owner-furnished desktop computer with custom 4-High-Definition Multimedia Interface (HDMI) output card
- (6) Telehealth feeds connected to quadrature amplitude modulation (QAM) tuners
- (1) Owner-furnished digital signage player

Crestron's Digital Media (DM) NVX products are an AV-over-IP encoder/decoder solution designed as a scalable distribution of video signals to the video wall displays. Each video source has an encoder to share it on the network, and each display has a dedicated decoder. The DM NVX decoders can be added to any display in the building for future distribution or overflow of video signals from the equipment rack. Using Crestron's DM-NVX-DIR-80 virtual switching appliance for up to 80 endpoints, the Iron Bow team established configuration, control, and management of NVX appliances, such as a matrix switcher. JHS is providing a Power over Ethernet (POE) network switch that meets Creston's minimum requirements. The switch distributes the video signal to each video wall as desired. We are providing two desktop monitors that can receive preview feeds of the PC or telehealth sources.

Iron Bow is further responsible for testing the system and providing training to end users and otherwise demonstrating system functionality. Our team will provide up to three training sessions to both DTC staff and IT support staff. Our solution includes a 1-year installation warranty, standard manufacturer's warranty on all new products, and an additional 2-year warranty and service and support.

# 4.2.6 Fairfax County – Verato Software-as-a-Service (SaaS)

# **Description of Services**

As the Prime contractor working with Verato Inc., Iron Bow is responsible for providing a system that helps the Fairfax County Health Department manage its patient records. Verato is a software company that specializes in patient matching and mastering. Our solution consists of Verato Universal MPI and Verato Enrich. With Verato Universal MPI, the Health Department can manage up to 1.2 million Unique Identities. (The county has also ordered an increment that will take the total to 1.3 million identities.) With Verato Enrich, the Department can return up 1.2 million patient records.

# 4.2.7 Plant City, City Hall – AV

#### **Description of Services**

Iron Bow, in conjunction with The ProMedia Group (PMG), designed, engineered, programmed, installed, documented, tested, trained, and managed an AV system for the City of Plant City in Florida.

#### Chamber

Iron Bow and PMG scheduled an extensive site visit to conduct system engineering, testing, and design. One 18" gooseneck microphone was installed at the podium; this microphone has the ability to be muted by Clerk PC. One USB-C audio interface was installed near the Clerk PC location which allows a laptop to connect to the rooms' audio system when hosting a video call. The audio digital signal processor (DSP) system was updated and adjusted for audio equipment additions. Upon completion of the installation, we provided final testing, commissioning, and training, updated computer-aided design (CAD) system diagrams including our recommendations, and the control system was tested for operational review.

#### Classroom 115

Iron Bow and PMG installed AV systems in Classroom 115. A DSP was installed and integrated to allow the addition of eight microphones to the existing two microphone system. The DSP allows a laptop to connect to the audio system via USB for streaming/recording and also allows the audio stream to be recorded directly to a USB thumb drive. One 30x zoom pan-tilt-zoom (PTZ) camera was connected to a PC for web based video conferencing. Additionally, an 8" touch panel was programmed to control the volume for all microphones, system inputs, and recording capabilities.

## 4.2.8 United States Coast Guard - Telehealth

# **Description of Services**

In just 9 days in August 2020, Iron Bow delivered a solution for USCG that connects healthcare providers with personnel wherever they are stationed or working, and enables them to communicate in multiple ways. IronMed is a commercial off-the-shelf (COTS), government cloud-hosted, vendor-managed, SaaS solution—a new USCG requirement spurred by the COVID-19 pandemic that is now seen as a potential permanent health support resource for the future.

USCG required rapid deployment of the solution—2 weeks from notice of award to availability for actual use—and, working with MicroHealth as the Prime, Iron Bow attained conditional Authority to Operate (ATO) 5 days ahead of that. We have since uploaded 50,000 patients and all 200 providers, established a help desk, and begun training USCG personnel. As of December 1, 2020, about 150 USCG locations have been configured in the system.

Help Desk: Iron Bow is building on our standard help desk services—24x7 Tier 1-3 support from our CSC in Chantilly, VA— to provide added business intelligence (BI) to the USCG. We proactively monitor and manage the video infrastructure and broader solution, and provide complex analytics and reporting from the CSC. We track who has signed up for the system, who uses particular service lines, how many calls are coming from USCG, the quality of the calls, and other factors. All this goes toward determining how well the system is performing and how we may improve it.

Telehealth Software and Applications: USCG had a heavyweight legacy electronic health record (EHR) infrastructure that could not scale. It did not support clinical functions, reporting needs, and could not add lines to accommodate telehealth. USCG chose the MicroHealth–Iron Bow team largely because we offered an agile COTS telehealth product in days. We used MicroHealth's ViiMed platform for physicians and patients to log into and added the Pexip video capability, rebranding it as "IronMed." We host, manage, and maintain the solution in the AWS cloud as a FedRAMP-secure environment. IronMed supports personal mobile devices, personal computers, USCG mobile devices, and USCG work stations. It also provides real-time, secure, private instant messaging between patients and physicians.

Iron Bow met the project scope by providing IronMed as a telehealth system to supplement face-to-face patient/provider meetings. This includes the ability to simultaneously link more than two parties for a video group call. The system is available to providers and patients 99.85% of the time during normal working hours (7:00 a.m. – 10:00 p.m., Monday–Friday). Further meeting USCG's requirements, IronMed is capable of exchanging data, audio, and video communications simultaneously with 10 or more providers and patients on the same call. The system can handle up to 2,000 sessions per day. It can handle a minimum of 100 concurrent providers per day, with a goal of up to 200 per day. It can process 200 simultaneous video conferences. IronMed provides automated scheduling of patient appointments based on provider availability, and provides a virtual space where patients can privately await their appointments.

**Training:** Iron Bow has held multiple live training sessions for providers, often in train-the-trainer formats. Live training generally tracks with go-live dates at the various USCG locations. We have created content and recorded videos for providers, patients, and schedulers on using IronMed. Much of the training promotes clinical adoption of the technology. We also provide live web-based encounters and self-guided virtual user training on system usage.

# 4.2.9 FAA SAVES – Hardware Purchasing Portal and Professional Services



# **Description of Services**

The SAVES program is a strategic sourcing contract managed by the FAA. Its goal is to control costs while delivering high-quality customer service. All U.S. Department of Transportation (DOT) agencies may use it to purchase or lease complete solution sets, including equipment and technical and support services. Iron Bow first earned a SAVES contract, to meet FAA's needs, in 2010.

In 2019, we earned a SAVES IT Hardware contract and began executing on DOs in August. As a longtime VAR with partnerships with hundreds of OEMs, Iron Bow is extremely well-suited to provide the COTS products anticipated in the contract. The hardware falls in product groups including personal computing devices (workstations, laptops, tablets, thin clients, etc.), peripherals/accessories, servers, storage systems, network devices, and miscellaneous (touch screens, scanners, projectors, desktop printers, etc.).

In the first 10 months of the contract, Iron Bow has provided thousands of items from companies including American Power Conversion, Checkpoint Software Technologies, Cisco Systems, Dell, eNet Components, F5 Networks, Gigamon Systems, Hewlett Packard Enterprise (HPE), Hitachi, Juniper Networks, Riverbed Technology, Samsung Group, Sunhillo, Synnex, Tripp Lite, VMware, and Iron Bow itself.

#### **Professional Services**

The contract allows for professional services that can be requested by FAA and other users, such as warranty maintenance or repair, service agreements, training, and installations. For installations, we can provide configuration, integration, and operation and maintenance (O&M) of contract products. These services include project management, where we may provide a PM to plan, budget, oversee, and document all aspects of the DO requirement in close collaboration with the customer; system configuration and integration; physical site analysis; and equipment maintenance. System configuration and integration for products purchased under the contract may include surveying, analyzing, evaluating, and providing technical advice on the performance and functionality of the IT system; and evaluating government application software and its integration into the hardware and/or software (pre-installed operating system [OS]) we provide.

As appropriate, Iron Bow supports the FAA goal to establish standard configurations for select products to ensure a uniform deployment that is fully interoperable and easily maintainable. We deliver relevant items with the correct OS version and application image load as specified in the FAA IT Standards or otherwise designated by the government. We perform engineering testing and receive customer acceptance of the results for the images prior to production.

As a primary goal of the contract, the government seeks to use BI to improve overall management and efficiency. This includes collecting transaction-level data and analysis to support management and operational decisions. We propose only solutions that will enable the government to meet its BI objectives, and more broadly partner with the government to achieve greater efficiencies and taxpayer savings.

# **Purchasing Portal**

Per the contract, Iron Bow facilitated fast and secure IT hardware purchases by creating a website in a secure web portal for exclusive use by personnel with ".GOV" email addresses. The website was operational within the required 21 calendar days after contract award and is available 18 hours per day, 7 days per week. We also developed a users' Ordering Guide in coordination with the government that is posted to the website. The guide contains all the information necessary for geographically dispersed facilities to place orders. Further meeting requirements, we began accepting orders using both government credit card and DOs via the portal, fax, email, and phone within 21 days of contract award.

Iron Bow continues to meet or exceed contract service standards, such as providing quotes within one business day at least 95% of the time and providing "complex" quotes within 4 business days at least 90% of the time.

# 4.2.10NASA SEWP V - Product Purchasing Support for Science and Engineering

# **Description of Services**

SEWP-V is a GWAC run through NASA for IT products and product-based services (e.g., installation, warranty, maintenance). SEWP-V is open to use by all federal agencies and provides highly competitive value and cost savings through

innovative procurement tools and processes, premier customer service and outreach, and support for competition and cooperation within the industry.

By completion of the base year in April 2020, Iron Bow had executed nearly 300 DOs worldwide valued at \$215 million. We currently have "excellent" ratings in all five program performance categories: reports, customer satisfaction, information distribution, contract adherence, and delivery. This continues our tradition of success on the vehicle, as Iron Bow earned a SEWP-IV contract in May 2007 and executed nearly 1,000 DOs (\$172 million) on it and the SEWP-IV Enhanced bridge contract

On SEWP-V, NASA's computer facilities are being systematically enhanced by incorporating the latest in computer system technology. This will enable NASA to remain at the leading edge in scientific and engineering capabilities and performance, and to provide the user community of researchers and engineers with the most advanced and powerful computer tools available. Among other things, Iron Bow is supporting computational and graphics capabilities in the scientific, engineering, and other technical disciplines supporting NASA's core missions.

SEWP-V DOs are firm fixed price (FFP) contracts that offer a wide variety of IT products and related services, including: AV systems, Desktop and laptop computers, High-performance servers and database servers, Mass storage and network devices, Advanced video and visualization solutions, Computer support devices, Security systems and tools, Telecommunications, Sensors, Health IT, Cost-per-copy multifunctional printers, Warranty and maintenance, Implementation and installation, and Product-based engineering and training

The Iron Bow SEWP-V PMO is available to all SEWP-V customers and is staffed with personnel available on all federal workdays during regular business hours. The PMO serves as a centralized point-of-contact for customers to obtain more information about the contract, delivery status, and request quotes. Iron Bow help-desk technicians are available by email or phone for trouble tickets and support.

#### 4.2.11 NIH CIO-CS – IT Product and Services Purchasing

#### **Description of Services**

The NIH Information Technology Acquisition and Assessment Center (NITAAC) CIO-CS program is a 10-year, \$20 billion GWAC open to use by NIH and all other federal agencies for everything ITSM. All awardees are OEMs or Value-Added Resellers (VAR) with on-site and cloud solution capabilities. Iron Bow earned its place on the contract in May 2015. GWACs are intended to streamline the procurement process for IT commodities/products, services, and solutions. The CIO-CS is a mechanism for agencies to procure solutions as they relate to general IT initiatives along with health and life sciences IT capabilities. The commodities and associated services include health and biomedical-related products to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT commodities partly because medical systems are increasingly integrated within a broader IT architecture, requiring a systems approach to implementation and a sound infrastructure for operation.

#### **Delivery Models**

Per the contract, Iron Bow stands ready to deploy commodities using two models: on-premise and managed services. In the on-premise model, we provide products on-site either at the government site or another contractor site. Additional "bundled" services may be required, including provisioning, deployment, installation, warranty and maintenance, engineering and assessment studies, and training.

The managed services model, which includes deployment on the public cloud, is shaped\_by market conditions and trends over the last few years, along with federal policies such as FedRAMP, the Cloud First Initiative, and the 25-point plan and data center consolidation initiatives. Iron Bow deploys IT commodities via managed services and the cloud, to include Infrastructure / Platform / Software as a Service (laaS/PaaS/SaaS). These are managed through SLAs and based on a subscription model.

Value-Added Services

On some DOs, Iron Bow provides "commodity-enabling" services related to operation and sustenance of the IT products. The services include:

<u>Deployment and Installation</u>: Delivery, installation, and relocation of commodities at designated facilities. We coordinate start dates and access with the government.

<u>Warranty and Maintenance</u>: Commercial warranty and commodity maintenance services in conjunction with provisioning of the specific commodity as requested by the customer.

<u>Training</u>: Training for users at the time of the initial installation, and additional training on an "as-needed" basis when requested by the customer.

<u>Engineering, Design, Assessment Studies, and Other Associated Services</u>: Assessments and engineering studies that enable provisioning and enhancements (e.g., technology refreshes) of IT commodities.

#### **Exemplary Work**

Iron Bow's CIO-CS work is well-represented by the 2017 DO we executed for NIH's Office of Logistics and Acquisition Operations (OLAO), where we upgraded phones and headsets as part of the multiyear initiative to implement Unified Communication and Collaboration (UCC) tools across all 27 NIH institutes and centers. We delivered 2,470 IP phones (three models in the Cisco 8800 series), 2,200 wireless headsets (Jabra Pro 900 series), and ancillary equipment within budget at offices in Bethesda and Rockville, MD.

The UCC tools enable NIH staff to work from an office or remote site, and to engage with colleagues across campus, across the country, and around the world from a desktop, laptop, mobile device, or conference room. Our solution includes 3 years of 8x5xNBD hardware support for the provided systems, to include technical support. This includes replacement parts for all the hardware.

Due to the long lead times on Cisco products, Iron Bow worked closely with the Cisco team to get an executive escalation (VP expedite) approved. The expedite covered both the 8845 and 8865 model IP phones, but the 8831 model had been back ordered and could not be fast tracked. Due to the VP expedite, 2,320 phones were consolidated, organized into shipsets, and delivered to both sites 2 months prior to the original estimated ship date. Iron Bow remained in constant contact with both NIH and Cisco until the back-ordered 8831 model phones could be delivered.

#### 4.2.12FBI – Information Technology Acquisition Program (ITAP)

#### **Description of Services**

Iron Bow earned the \$415 million ITAP IDIQ in January 2015 to provide IT products and services, including hardware, software, maintenance, and warranty support, for FBI headquarters and 56 field offices. ITAP is a follow-on contract to a \$289 million IT acquisition contract that Iron Bow was awarded in 2008.

The primary vendors on the contract are Dell for desktops, laptops, and servers; HPI for printers; and Fujitsu for scanners. Value-added services included image loading, asset tagging, electronic transmission of asset data, aggregated shipping, and customized delivery that meets FBI security requirements. Iron Bow also created a website and help desk that are available for FBI product warranty and maintenance support. Our solution includes 5 years of hardware support on storage area networks, and 3 years of support for desktops, laptops, and servers.

By contract end in January 2020, Iron Bow had delivered 3,022 task orders with 505,550 line items.

#### ix. Provide any additional information relevant to this section.

Iron Bow does not have any additional information relevant to this section at this time.

#### TAB 5 VALUE ADD

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

#### 5.1 Iron Bow Micro Assessments

Iron Bow has developed a series of packaged consulting services, referred to as micro-assessments, to help agencies gain critical knowledge about their environment, to scope projects correctly, and determine the appropriate budget for their needs. These micro-assessments are provided at a predetermined fixed price and include travel within Contiguous United States (CONUS). The term "micro" refers to the short and purpose built engagements, structured for ease of execution by both the customer as well as Iron Bow engineers. By pre-packaging these high-demand services there is no need for a large drawn-out statements of work and/or negotiation. We have the ability to also develop custom and more large-scale assessments for our customers at their request. The following sections outline our most popular micro-assessment offerings.

#### 5.1.1 Virtual Desktop Infrastructure (VDI)

The primary reason for VDI deployment failures is the lack of proper design and preparation of the underlying infrastructure. In order to mitigate this risk, Iron Bow has developed our own VDI Readiness Assessment. In this 2-week Assessment, Iron Bow deploys Liquid Ware Labs' Stratusphere Fit on a virtual machine to properly collect the necessary data and to assess the readiness of the underlying infrastructure to meet the requirements for each VDI deployment. Iron Bow collects data during actual usage periods to gauge readiness and work with customers to plan out the required infrastructure changes before deploying VDI to ensure an appropriate and robust user experience post-deployment.

At the conclusion of the data collection, Iron Bow analyzes the data, arrives at an appropriate infrastructure design, develops a recommended Bill of Materials (BOM) and outlines the expected outcomes to ensure compliance with all customer requirements. As a part of this process, Iron Bow delivers all assessment findings, explains rationale behind any infrastructure change recommendations and presents the overarching view of how such a VDI deployment can and will be successful.

#### 5.1.2 Wireless (Passive or Active) Survey

In order to optimize wireless performance and maximize user experience, Agencies need a Passive or Active Wireless Survey of their physical environment. A Passive Survey conveys the current Radio Frequency (RF) coverage and results are used for RF analysis, troubleshooting, or validation wireless moves, adds, or changes. An Active Survey includes spectrum analysis and validates a wireless design by producing optimal placement of wireless access points. This is important in ensuring maximum wireless coverage.

Iron Bow engineers use a tool called Air Magnet Survey Pro to perform the Passive and Active Surveys. The Micro-Service Passive Survey includes a single floor up to 25,000 square feet and is a 3-day engagement and includes the Site Survey and documentation. A Passive Survey is performed on-site, and is used to gather current RF data for RF analysis, troubleshooting, or validation of move, add, or change. The Active Survey includes a single floor up to 25,000 square feet is a 4-day engagement. The Active Survey is also performed on-site, and is used to validate a wireless design and/or build a wireless coverage model and exact access point placement based on Agency requirements. This is done by temporarily placing an access point at a fixed location and taking RF reading with Air Magnet to validate its coverage and signal strength. We also perform a spectrum analysis with a spectrum analyzer to look for interference

sources. The Passive and Active Surveys include the Site Survey and documentation (Passive: heat maps and interference; Active: exact AP location placement for optimal coverage). Larger buildings for both Passive and Active Surveys increase the time and cost.

#### 5.1.3 Network Performance

Network Performance Assessments are best for clients that need to identify trouble spots in their network, capture network inventory, or help plan for the future by identifying possible end of service or end of life (EOS/EOL) devices. This micro-service helps Agencies benchmark their network, identify traffic bottlenecks, establish baseline, and identify EOS/EOL hardware.

This micro-service performs an inventory of the environment, analyzes the lifecycle of network equipment and servers, benchmarks how they compare to other companies, measures performance of network metrics such as jitter, latency, loss, shows top talkers, and maps application dependencies. Iron Bow kicks off the Network Performance micro-service, by performing a physical survey, and then runs the Risk Identification and Site Criticality (RISC) IT HealthCheck tool for 7-10 business days. Once the RISC IT HealthCheck is completed, Iron Bow returns, analyzes the collected data, develops a recommended BOM and Findings Report, and reviews the results with the Agency. This micro-service includes up to 300 Devices, one computer room, and less than five closets. Larger environments are custom priced.

#### 5.1.4 Security Vulnerability

Security is an important factor in every enterprise, you cannot secure what you do not know about. Agencies concerned about vulnerabilities in their enterprise can purchase a Security Vulnerability Assessment. Iron Bow engineers arrive on-site, conduct interviews with Agency stakeholders and set up the Tenable Nessus Pro to perform a Vulnerability Scan. The vulnerability scan is completed in 8 hours, followed by an analysis and delivery of final Findings Report which outlines vulnerabilities, auditing information, and recommendations. This micro-service covers up to 300 network devices.

#### 5.2 24 X 7 X 365 Service Desk

Service Desk operations is the critical central point where we interact daily with customers. To deliver outstanding IT capabilities and service, we ensure our personnel have a varied skill set across technologies to perform at a high level. We leverage ITIL as a base of knowledge for our service delivery model, as well as leverage industry and our own best practices to enable Agency's to improve performance. Iron Bow uses our knowledge and experience gained in supporting federal, state and local, commercial and healthcare customer environments, as well as our experience handling more than 500,000 calls per year in our Chantilly, VA-based CSC.

Iron Bow's CSC was originally established to support our contract with the VA. We have transformed the facility into a 24x7x365 operations center which provides Tier 1 through 3 Service Desk (first call through escalation), network monitoring, server and system monitoring, as well as a variety of other managed services. To achieve and maintain successful Service Desk operations, we provide over 120 Tier 1 through 3 technicians, Managers, and Subject Matter Experts, with vast skills across the systems and tools to assist in systems integration, configuration management testing, baselining and updating configurations, configuration analyses and recommended solutions, documentation, and implementation of solutions. In performance of our duties, Iron Bow's capabilities include:

- Provide and fully staff a managed IT Service Desk supporting Agency staff, including VIP personnel.
- Integrate our tool suite (ServiceNow) with Agency tools to provide single pane of glass.

- Work collaboratively with the Agency to create workflows which meet their business objectives.
- Establish Service Level Agreements to deliver an expected outcome to the Agency.
- Resolve as many requests as possible on first call (Tier 1).
- Prioritize and escalate requests to skilled technicians who can resolve them.
- Own, track, and coordinate requests until they are resolved.
- Monitor service levels and evaluate process flow for continuous process improvement.
- Close requests and maintain a knowledge base that may be used to build additional self-service utilities or databases of frequently asked questions (FAQ) and how-to questions.
- Identify, monitor, and report trends (e.g., performance, metrics, and satisfaction levels).

#### 5.3 Telehealth

Leveraging 35 years of experience delivering and supporting complex information systems integration and 20 years in the healthcare market, Iron Bow has become the leading global provider of telemedicine solutions and North America's largest end-to-end telehealth services provider.

Today, Iron Bow provides telehealth solutions to the U.S. Department of Veterans Affairs, Kaiser Permanente, and Ascension Health, among many other healthcare systems of various size and scope. This success is a direct result of our commitment to serving as a one-stop shop for telehealth solutions and services—from research and development to solution planning, design, implementation and hosting, to ongoing managed services and customer care—for our commercial and government healthcare customers.

Iron Bow's telehealth product suite is the culmination of over 20 years of support and input from some of the nation and federal government's largest and most cutting-edge virtual care programs. The solution is the most robust and comprehensive on the market today. It is purpose built, highly secure, and easy to use—thus ensuring providers and patients have the highest quality telemedicine encounters anytime, anywhere on any device.

**Table 11** below illustrates the inherent capabilities of Iron Bow's telehealth solutions.

#### **Why Iron Bow**

- ✓ Full depth and breadth of innovative, leading-edge digital health solutions and services
- Leading global provider of telehealth solutions and North America's largest endto-end telehealth services provider
- ✓ 20 years of experience in healthcare and 35 in complex information systems integration
- ✓ Deployed digital health technology to more than 100 diverse healthcare clients at more than 2,200 healthcare facilities and 16,000 patient homes
- ✓ Full-service call centers, providing up to and including 24/7/365 support to IT staff, clinicians, data analysts, and patients
- ✓ Full-service telehealth service centers in Chantilly, VA; Largo, MD; and Kent, WA
- ✓ Unique convergence of digital health manufacturing, consulting, hosting, tech support, and managed service solutions
- Strategic partnerships with more than 2,000 technology providers and OEMs, enabling us to provide cost-effective, technologyagnostic solutions

Table 11: Benefits of Iron Bow's Telehealth Solution Portfolio

Benefits of Iron Bow's Telehealth Portfolio		
Integration with Client's Existing Tools and Infrastructure	Iron Bow's telehealth suite of products integrates within our customer's existing infrastructure including current EMR solution, Video Infrastructure and Microsoft Outlook.	
Scope of Products and Services Offered	Iron Bow offers a holistic solution addressing all the telehealth product and service needs.	
Competitive Pricing, Price Protection and Terms	Iron Bow is offering industry-competitive pricing and protection for our industry-leading solution.	

Benefits of Iron Bow's Telehealth Portfolio		
Service Support and Flexibility	Our 24x7x365 Client Service Center offers comprehensive support to all users—doctors, medical staff, and patients alike.	
Trusted Advisory Services	Iron Bow's trusted advisory services—including strategic guidance, knowledge transfer, clinical adoption services, and more—enables clients to significantly increase operational efficiency and program success as well as scale for its telehealth future.	
Reporting capabilities and data availability on summarized and detail encounter levels	Iron Bow offers reporting and data on both summarized and detail encounter levels.	

Iron Bow's telehealth solutions are the only offerings on the market that are totally agnostic—they can integrate within any EMR application, operate on any video network, and can function on any user device—whether that be mobile, desktop, or the Iron Bow purpose built telemedicine endpoints. **Table 12** details the portfolio of Iron Bow telehealth offerings.

Table 12: Iron Bow's Telehealth Solution Portfolio

Component	Description		
Hardware			
Endpoints	Iron Bow's video endpoints, such as the CLINiC™ and MedView™, are designed to perform seamlessly in multiple care settings, and with a wide variety of clinical workflows, including e-ICU, E-Sitting, stroke, behavioral health, and general clinical consults. Unlike other clinical solutions, these endpoints provide unmatched video quality and reliability and crystal-clear audio, with a solid state, to minimize sound disturbance and ensure maximum uptime.		
Endpoint Mounting Options	The CLINiC™ can be interchangeably mounted on a tabletop, wall, extensible arm, or on a medical cart. Details of the cart's features, and functionality can be found in Hardware Components section of the Technical Solution.		
Peripherals	If needed, clients can supplement the proposed solution with optional Iron Bow or third-party peripherals with standard output audiovisual signals (i.e., HDMI, composite, video, and line-level audio) that may be plugged into the CLINiC™. Iron Bow holds strategic partnerships with more than 2,000 technology providers and OEMs, enabling us to provide cost-effective, technology-agnostic solutions across all our lines of business.		
Software			
IronMed Telemedicine Platform	Our telemedicine platform is an intuitive, secure, HIPAA-compliant, enterprise-class telemedicine platform. This proven platform enables healthcare organizations to rapidly configure and securely distribute their virtual health solutions, support limitless clinical use cases, automate the scheduling of patients, offer private virtual meeting rooms, and provide enhanced reporting and analytics—all while optimizing clinical workflows. The platform integrates natively within multiple EMR environments. The platform enables secure highly reliable audio, video point to point or multi-party telemedicine consults on any VTC standards-based environment. The platform is hosted within Amazon Web Service (AWS) within an Impact Level (IL5) secure environment enabling 99.99% availability and uptime.		
Services			
Sustainment	Driven by a service-oriented culture and supported by mature logistics best practices, clients can count on a consistent and reliable service experience. Our ITIL—certified service center is purpose built to support telemedicine. It operates 24/7/365 and is fully staffed with personnel that understand technical, clinical, and patient/parent complexities associated with sustaining and operating a robust telemedicine program.		
Clinical Adoption	Iron Bow brings a vast cadre of clinical expertise to assist in the development and deployment of telemedicine programs. These resources work with the client to ensure specific clinical workflows and requirements are incorporated within the solution and all users are properly trained and comfortable.		

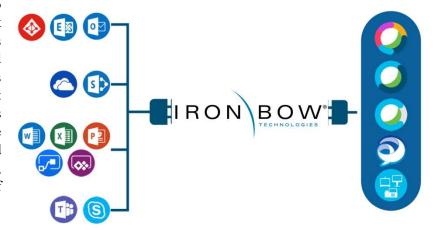
Component	Description
Program Management	Iron Bow will assign a dedicated Program Manager significantly experienced with deploying and managing complex telemedicine solutions. Additionally, our program management methodologies are an integrated set of repeatable processes that leverage industry best practices and serve as a framework to delivers high quality projects on time and within budget.
Communications/ Marketing	Iron Bow's comprehensive service capabilities encompass all facets of communications including: Copywriting and editorial support, branding and design, video production, live event planning/production, focus group planning, public service announcements (PSA's) etc.
Iron Bow offers a wide range of custom and pre-developed training options across multiple delivery methods and formats. We leverage a large digital library, a deep course curriculum, and flexible custom training approaches that range from onsite, live-instructor—led classes to self-guided webin and prerecorded sessions with train-the-trainer, admin-level, and end-user content—all geared around delivering a thorough understanding of the newly deployed solution.	
Implementation	After careful planning and thorough site surveys - Iron Bow engineering teams activate, integrate, provision, deploy and install the solution within the client's unique environment.

We look forward to serving as a strategic partner as your organization updates and evolves its telehealth solution to enable remote physician consultations in your emergency rooms, hospitals, SNFs, and beyond—and continues to grow and mature your telehealth program over the long term.

#### 5.4 MS Teams and Cisco WebEx Integration Services

Collaboration is essential for today's worker, but flexibility to support the mission is key. Whether working remotely, in the office, or in the field with dispersed teams, 24x7 connectivity is required to be

effective, and the toolsets to accomplish it have to work together. For most agencies, this means a combination of Cisco and Microsoft platforms. Iron Bow's Integration Solutions offer the best of both worlds. Finally, there's assurance teams can collaborate securely from their device and client of choice, from any location, to any destination, in support of their mission.



Working in conjunction with

Cisco, Iron Bow provides direct integration of Cisco enterprise calling, video and meeting capabilities with Microsoft Teams. The solution solves the burden for end users to use multiple clients and platforms. Agencies can leverage Microsoft Teams as the desktop content and messaging platform to launch a call directly from Microsoft Teams using a Cisco calling infrastructure hosted in a FedRAMP or DoD IL5 Cloud, or on premises Communications Manager.

Iron Bow's solution and services automate the integration and service provisioning through O365/Teams, including Microsoft's Government Community Cloud (GCC) instances.

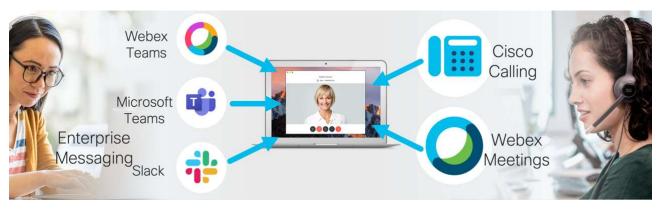


Figure 6: Enterprise Calling & Meetings with your corporate messaging platform

Additional information about our MS Teams and Cisco WebEx Integration can be found in Table 14.

Table 13: MS Teams and Cisco WebEx Integration Additional Information

Why, How, and More Info:	
Tested and Proven for Simplicity Solution is designed for enterprise class utilization leveraging Cisco Collaboration and Microsoft Graph APIs with automated provisioning to eliminate complex administration	Enhanced User Experience Users only need to know and use one App, delivering a streamlined and efficient workflow
Extended Capabilities  By leveraging Iron Bow's integration solutions, agencies can employ the best of both worlds. Microsoft for their desktop client, and Cisco infrastructure for Voice, Video & Meetings	Government Approved Security  Architecture based on FedRAMP and IL5 security requirements for Cisco and Microsoft Clouds* including JITC Certified Session Border Controllers
Ready for Use Iron Bow can demo, pilot and deploy our solutions for customers within Cisco's UCM Cloud for Government, Hosted Collaboration Solutions for Defense (HCS-D) or on Premises Systems	Advanced Capabilities Solution Integration supports softphone and hardphone desk control, and mobile devices (iPhone and Android)
End-to-End Encryption FIPS 140-2 validated cryptography leveraging TLS 1.2 and AES- 256 for secure communications.	Customizable Leveraging Iron Bow services, solution can be customized based on customer needs

#### 5.5 Anything as a Service

Anything as a service (XaaS) describes a general category of services related to cloud, computing, network, access and IT systems. It recognizes the vast number of products, tools, and technologies that are now delivered to users as a service over the internet. Essentially, any IT function can be transformed into a service for enterprise consumption. The service is paid for in a flexible consumption model rather than as an upfront purchase or license.

Because XaaS stands for "anything as a service," the list of examples is endless. Many kinds of IT resources or services are now delivered this way. Broadly speaking, there are three categories of cloud computing models: SaaS, PaaS, and IaaS. Outside these categories, there are other examples such as disaster recovery as a service (DRaaS), communications as a service (CaaS), network as a service (NaaS), database as a service (DBaaS), storage as a service (StaaS), DaaS, and monitoring as a service (MaaS). Other emerging industry examples include marketing as a service and healthcare/telehealth as a service.

IronCare is Iron Bow's comprehensive delivery framework that offers both managed services and as-a-service solutions to clients. Whether its creative financing for equipment and infrastructure, or bundling equipment, software and supporting services into a single monthly expense, IronCare is a flexible financial

approach designed to meet customer technical and fiscal requirements. IronCare is designed to free IT staff from managing commodity equipment and/or services so that they can focus on delivering complex technical solutions and governance to meet their customer's expectations and requirements; IronCare takes on the execution and management of monotonous technical tasks so you don't have to. IronCare also enables organizations to rapidly incorporate new technologies and architectures in an expedited fashion by in-sourcing IronCare technical expertise to drive architectural change service evolution in a scalable and cost efficient manner for a defined monthly recurring expense.

#### 5.6 IronTarget

Iron Bow understands our customers require maximum flexibility and are striving to minimize risks as they transition to a digital environment. Iron Bow's IronTarget is an on-premises cloud platform that accelerates the process, reduces cost, and reduces the overall risk during the digital transformation process. IronTarget can accelerate cost savings for participating Agencies in significant ways:

- IronTarget allows customers to re-utilize legacy infrastructure. After workloads are migrated into IronTarget we can repurpose legacy servers and storage as an integrated part of the architecture until they are end-of-life and replaced with new IronTarget nodes.
- IronTarget is built on a next-generation hardware platform that enables customers to significantly reduce the size of their on-premises infrastructure and associated costs.
- IronTarget does not require massive up-front expense. While Agencies could choose to execute a complete platform refresh, IronTarget is both a scale-up and scale-out solution with which Agencies can grow a single node at a time as it transitions workloads away from the legacy infrastructure.
- Fewer servers and CPU sockets means Agencies will realize a meaningful reduction in software license costs
- IronTarget can be customer-managed or delivered as a managed service, enabling Agencies to move the cost to operational vs. capital expense.
- IronTarget supports cost and performance by monitoring the architecture to aid decisions about where applications should reside.

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- IronTarget can be customer-managed or delivered as a managed service, enabling Agencies to move the cost to operational vs. capital expense.
- IronTarget supports cost and performance by monitoring the architecture to aid decisions about where applications should reside.

IronTarget is more than a software-defined data center. It is an on-premises cloud platform that simplifies the transition to the public cloud, on-premises reference architecture is displayed in **Figure 7**. It supports Agency's virtualized legacy workloads, delivers a Kubernetes management platform to support containers

and micro-services, and is the foundation of a seamless multi-cloud architecture that is managed from a single pane of glass.

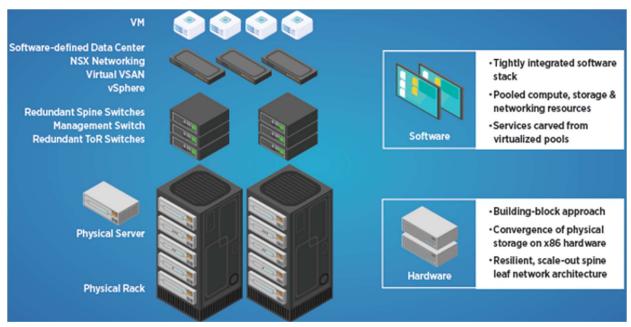


Figure 7: IronTarget Reference Architecture - On-Premises

IronTarget provides many technology advantages:

- Minimized time to value: It is a turn-key solution, up and running in days, not weeks or months.
- Seamless connectivity between data centers and cloud providers.
- Site-to-site layer 2 connectivity that significantly reduces the complexity of DR/COOP.
- Enhanced security: Micro-segmentation is inherent to the solution.
- End-user experience: Hardware architecture provides 3x–10x application performance improvement.
- Infrastructure as Code with application blueprints.
- On-demand Service Catalog.
- Integrated SD-WAN (optional).

Any workload that is or can be virtualized, legacy, or cloud-ready can be run on IronTarget. It can fully support a vision for digital transformation, providing high performance wherever users need it.

**Special Hardware for Special Workloads** – **No Hardware Vendor Lock-In.** IronTarget not only has a modular architecture, it is also hardware vendor–agnostic and can support multiple vendors and server configurations. Software truly drives the solution. This means not every problem is a nail, nor every solution a hammer. Iron Bow can purpose-build any portion of the architecture to support specific workload needs and logically separate those hosts from the rest of the solution.

As Table 14 shows, we instill five core security principles in our solution.

Table 14: IronTarget Security Principles and Approach

Principle	Description	IronTarget Approach
Least Privilege	Ensures people, processes, programs, etc. can only execute code or access data that they have legitimate reason to access	Centralized management of data access and restrictive access on code execution

Iron Bow Technologies, LLC

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January 19, 2021

Principle	Description	IronTarget Approach
Micro-Segmentation	Fine-grained network segmentation; nothing can communicate unless explicitly allowed, even on the same subnet or VLAN	Policies can be applied to individual workloads via the software-defined network.
Encryption	In-transit and at-rest data protection	Provides in-transit encryption via distributed network encryption and encryption-at-rest.
Multi-Factor Authentication	Authentication based on two or more pieces of information	Fully supports multi-factor authentication solutions in use by Agencies today
Patching	Keeping systems and software current with security updates	Reduced risk during patching and upgrades by orchestrating updates to the architecture, both managing their deployment and prohibiting conflicts

Since we can integrate public cloud resources into our architecture and manage all of them from a single pane, legacy workloads become portable and we can simply move them straight to the cloud. This lets customers shift their mindset from modernize/migrate to building the next generation of applications.

IronTarget saves Agencies two precious resources: time and money. It puts in place an on-premises cloud architecture that is multi-cloud ready and supports legacy applications. The modular nature of the solution enables Agencies to start small and replace hardware as necessary, use the platform to make decisions about where applications should reside, build cloud native applications, and grow over time.

#### 5.7 Additional Contract Value-Added Services

In addition to the site surveys and solution sets for small, medium, and large rooms, Region 4 ESC, OMNIA Partners, and Participating Public Agencies will benefit from:

- A Dedicated Account Manager to service and support this OMNIA Master Agreement, and a nationwide team of Account Managers to support the sales efforts.
- CSEs that act in a pre-sales role to help customers fully understand the technical merits of the solution, support the design and configuration of such systems being proposed via this contract, and ultimately support the Iron Bow Account Team and our customers in a technical role.
- Permissible product demonstrations
- Access to Iron Bow's virtual and physical lab environments
- Program Management
- Travel, in person/virtual, with OMNIA Program Managers
- Training webcasts and access to Iron Bow facilities
- Dedicated nationwide Help Desk Services
- Proactive marketing of the contract through our team of marketing analysts, content developers, branding consultants, and various others from the Iron Bow Marketing Team
- Monthly/quarterly Reports that capture required information, as well as ad hoc and customized reporting
- Dedicated contract microsite
- Dedicated email address (SLEDteam@ironbow.com) to ensure easy and timely responses

# TAB 6 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

# APPENIDX C

# ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

# ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

#### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ✓ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- □ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

	concern i encey
1/12/2021	Associate Corporate Counsel
Date	Authorized Signature & Title

William Boutlan

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company		Contact	// 2
	Iron Bow Technologies, LLC		Katis Barton
			Signature
			Katie Barton
			Printed Name
	2303 Dulles Station Blvd., Su	ite 400	Account Manager
Address			Position with Company
	Herndon, VA 20171		
		Official	
		Authorizing Proposal	William Bentley
		•	Signature
			William Bentley
			Printed Name
Phone	(703) 279-3000		Associate Corporate Counsel
			Position with Company
Fax	(703) 793-0662		

#### Implementation of House Bill 1295

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### **Filing Process:**

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

#### **Frequently Asked Questions:**

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form** 

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, William Bentley	, as an authorized representative
of	
Iron Bow Technologies, LLC	, a contractor
engaged by	
Insert Name of Company	

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

William Bentley	1/12/2021
Signature of Named Authorized Company Representative	Date

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011
	Complete Nos. 1 - 4 and 6 if there are interested parties.  Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and countr of business.	y of the business entity's place	Cer	tificate Number: 1-705190	
	Iron Bow Technologies, LLC		202	.1-705190	
	Herndon, VA United States		Date	e Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	01/2	12/2021	
	Education Service Center, East Texas Region 4		Date	e Acknowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.		tify the	contract, and pro	vide a
	RFP 21-04				
	Technology Solutions, Products and Services				
4		a: a			f interest
	Name of Interested Party	City, State, Country (place of bu	siness)	Controlling	pplicable) Intermediary
				Controlling	intermediary
				1	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is William Bentley	, and my date	of birth	May 9, 197	6
	My address is 11538 Olde Tiverton Circle #101		VA	20194	USA
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct				
	Executed in Fairfax County	, State of Virginia , on t	ne 12th	n <sub>day of</sub> January	/ <sub>, 20</sub> 21 .
	ounty	,, , , , , , , , , , , , , , , ,		(month)	, 20 (year)
		William Bentley	_		
		Signature of authorized agent of (Declarant)	contracti	ng business entity	

TEC Cert Page 1 of 1

Build Number: V1.1.ceffd98a (12/30/2020)

Logged in as william.bentley@ironbow.com | Logout (../../logout)

()

# **TEXAS ETHICS COMMISSION**

Start a New Certificate

What is this?

(https://www.ethics.state.tx.us/PageHelps/Form1295/CertificateHelp.html#ManageMy1295Forms)

# **Completed Certificates**

What is this?

(https://www.ethics.state.tx.us/PageHelps/Form1295/CertificateHelp.html#CompletedCertificates)

Certificate Number	Contract ID #	Governmental Agency	Date Completed	Certificate Status
2021-705190	RFP 21-04	Education Service Center, East Texas R3gion 4	01/12/2021	Pending
2020-697908	RFP 20-12	Region 4 Education Service Center	12/10/2020	Pending
2020-642230	20-08	Education Agency, Texas	07/09/2020	Pending
<				>
(1 of 1)	1	10 🗸		

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Mobile Site | Full Site

# APPENDIX A – DUN & BRADSTREET REPORT



# CreditBuilder™

IRON BOW TECHNOLOGIES, LLC - Full Company View

Saved by Carl Adams | 10-01-2020

Report as of: 10-01-2020

# IRON BOW TECHNOLOGIES, LLC

Tradestyle(s): (SUBSIDIARY OF IRON BOW HOLDINGS, INC., HERNDON, VA)

ACTIVE HEADQUARTERS

Address:

2303 Dulles Station Blvd Ste 400, Herndon, VA, 20171, UNITED STATES

Alerts:

#### **Risk Assessment**

# **D&B** Guidance

#### **Overall Business Risk**

LOW LOW-MODERATE MODERATE MODERATE-

HIGH

HIGH

#### Dun & Bradstreet Thinks...

- Overall assessment of this company: STABLE-CONDITION-DUE-TO-LARGE-BUSINESS-SIZE
- Based on the perceived sustainability of this company: LIKELIHOOD OF **CONTINUED OPERATIONS**
- Based on the payment behavior of this company: VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS

#### **Maximum Credit Recommendation**

US\$ 2,400,000

The recommended limit is based on a low probability of severe delinquency.

PAYDEX® Score			Based on 24 months of data
80 Low Risk (100)	High Risk (1)	Risk of Slow Pay <b>Low</b>	Payment Behavior Pays on time
Based on a D&B PAYDEX® So	core of 80		

#### **Business and Industry Trends**



#### **Understand My Score**

#### **Payment History**

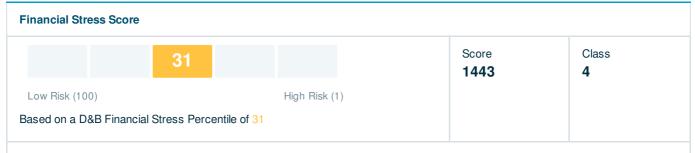
Total Last 24 Months: 48

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
09/20	-	Cash account	50	-	-	1
09/20	-	-	2,500	1,000	1,000	1
09/20	Pays Promptly	-	400,000	0	0	Between 2 and 3 Months
08/20	placed for collection	-	2,500	2,500	2,500	-
08/20	Pays Slow 30- 90+	-	250	0	0	Between 2 and 3 Months

#### Keys

PAYDEX® Payment Pr	ractices
100 Anticipate	
90 Discount	
80 Prompt	
70 15 Days Be	yond Terms
60 22 Days Be	yond Terms
50 30 Days Be	yond Terms
40 60 Days Be	yond Terms
30 90 Days Be	yond Terms
20 120 Days B	eyond Terms
1-19 Over 120 D	ays Beyond Terms
UN Unavailable	

# **Delinquency Predictor Score** Score Class 91 582 1 Low Risk (100) High Risk (1) Based on a D&B Delinquency Predictor Percentile of 91 **Factors Affecting Your Score:** • Higher risk industry based on delinquency rates for this industry • Proportion of slow payments in recent months Probabilty of Delinquency Compared to Businesses in D&B Level of risk Low 1.51% Database 10.2% **Business and Industry Trends**

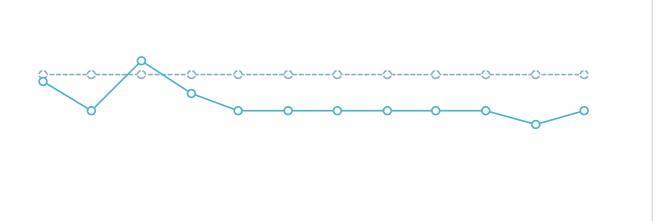


#### **Factors Affecting Your Score:**

- Composite credit appraisal is rated limited
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences

Level of risk	Probability of Failure	Average Probability of Failure for
Moderate	0.45%	Businesses in D&B Database
		0.48%

#### **Business and Industry Trends**



# Supplier Evaluation Risk Rating Based on 24 months of data

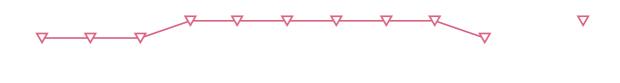
High Risk (9)

**Factors Affecting Your Score:** 

Low Risk (1)

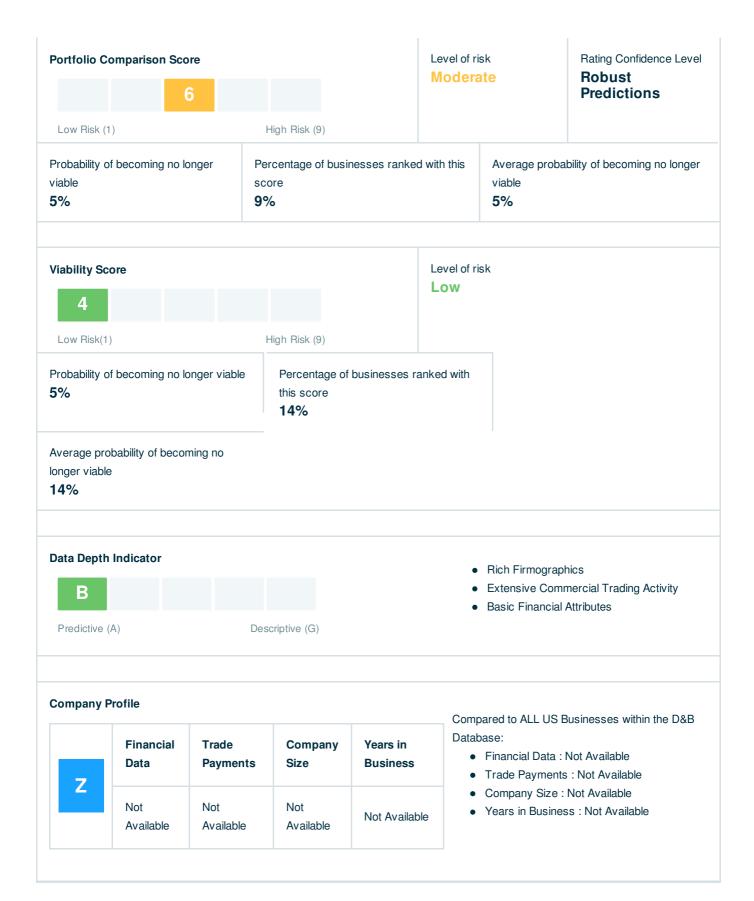
- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive

#### **Business and Industry Trends**



D&B Rating			
Current Rating as of 07-2	0-2020	Previous Rating	
<b>Employee Size</b>	Risk Indicator	<b>Employee Size</b>	Risk Indicator
1 <b>R</b> :	<b>4</b> : Higher than Average Risk	1R:	:
10 employees and	d over	10 employees and o	over

# D&B Viability Rating



# **Trade Payments**

# Overall Payment Behavior O Pays on time We of Trade Within Terms 72% Highest Past Due

# US\$ 7,500

#### **Highest Now Owing:**

US\$ 10,000,000

#### Total Trade Experiences:

48

Largest High Credit: US\$ 20,000,000

Average High Credit: US\$ 788,562

#### **Total Unfavorable Comments:**

0

Largest High Credit: US\$ 0

#### **Total Placed in Collections:**

0

Largest High Credit: US\$ 0

Trade Payments By Credit Extended						
Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms				
100,000 -	9	100				
50,000 - 99,999	3	78				
15,000 - 49,999	4	59				
5,000 - 14,999	10	81				
1,000 - 4,999	4	94				
- 999	6	39				

ndustry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Term (Expand to View)
<ul> <li>35 - Industrial and Commercial Machinery and Computer Equipment</li> </ul>	3	60,000	
3571 - Mfg computers	2	60,000	100
3572 - Mfg computer storage	1	25,000	100
<ul> <li>38 - Measuring Analyzing and Controlling Instuments;</li> <li>Photographic Medical and Optical Goods; Watches and Clocks</li> </ul>	5	7,500	
3861 - Mfg photograph equip	5	7,500	50
48 - Communications	9	65,000	

4812 - Radiotelephone commun	2	65,000	100
4813 - Telephone communictns	7	15,000	86
50 - Wholesale Trade - Durable Goods	7	20,000,000	
5044 - Whol office equipment	1	200,000	100
5045 - Whol computers/softwr	2	20,000,000	100
5063 - Whol electrical equip	2	300,000	100
5065 - Whol electronic parts	1	1,000,000	100
5085 - Whol industrial suppl	1	0	0
57 - Home Furniture Furnishings and Equipment Stores	1	95,000	
5734 - Ret computer/software	1	95,000	50
59 - Miscellaneous Retail	1	2,500	
5961 - Ret mail-order house	1	2,500	100
61 - Nondepository Credit Institutions	2	0	
6159 - Misc business credit	2	0	50
62 - Security and Commodity Brokers Dealers Exchanges and Services	1	250	
6282 - Investment advice	1	250	0
73 - Business Services	6	1,000,000	
7373 - Computer system desgn	3	1,000,000	93
7379 - Misc computer service	1	400,000	100
7389 - Misc business service	2	0	50
87 - Engineering Accounting Research Management and Related Services	1	4,000,000	
8731 - Physical research	1	4,000,000	100
99 - Nonclassifiable Establishments	2	20,000	
9999 - Nonclassified	2	20,000	100

Months Since Last Sale	Past Due (US\$)	Now Owes (US\$)	High Credit (US\$)	Selling Terms	▼ Payment Status	Date of Experience
1	-	-	50	Cash account	-	09/20
1	1,000	1,000	2,500	-	-	09/20
Between 2 and 3 Months	0	0	400,000	-	Pays Promptly	09/20
-	2,500	2,500	2,500	-	placed for collection	08/20
Between 2 and 3 Months	0	0	250	-	Pays Slow 30-90+	08/20
-	100	100	250	-	Pays Slow 15-45+	08/20
Between 2 and 3 Months	50	50	1,000	-	Pays Prompt to Slow 90+	08/20
1	0	15,000	95,000	N30	Pays Prompt to Slow 30+	08/20
1	0	250	-	-	Pays Prompt to Slow 30+	08/20
1	0	750	-	-	Pays Prompt to Slow 30+	08/20
1	0	250	-	-	Pays Prompt to Slow 30+	08/20
1	0	0	5,000	-	Pays Promptly	08/20
1	0	0	5,000	-	Pays Promptly	08/20
1	0	0	5,000	-	Pays Promptly	08/20
Between 6 and 12 Months	0	0	7,500	-	Pays Promptly	08/20
1	0	0	10,000	-	Pays Promptly	08/20
1	0	0	10,000	-	Pays Promptly	08/20
1	0	5,000	60,000	-	Pays Promptly	08/20
1	7,500	65,000	65,000	-	Pays Promptly	08/20
Between 6 and 12 Months	0	0	200,000	-	Pays Promptly	08/20
Between 6 and 12 Months	0	0	300,000	-	Pays Promptly	08/20
1	0	0	1,000,000	-	Pays Promptly	08/20

08/20	Pays Promptly	N45	20,000,000	10,000,000	0	1
07/20	-	Cash account	50	-	-	Between 2 and 3 Months
07/20	-	Cash account	50	-	-	1
07/20	Pays Prompt to Slow 150+	-	15,000	5,000	0	1
07/20	Pays Prompt to Slow 30+	-	500	500	250	1
07/20	Pays Promptly	-	20,000	0	0	1
07/20	Pays Promptly	-	25,000	25,000	0	1
06/20	Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
06/20	Pays Promptly	-	1,000,000	1,000,000	0	1
05/20	Pays Prompt to Slow 50+	-	100,000	0	0	-
04/20	-	Cash account	50	-	-	1
04/20	-	Cash account	50	-	-	1
04/20	-	Cash account	50	-	-	1
04/20	-	Cash account	50	-	-	1
04/20	-	Cash account	100	-	-	1
03/20	Pays Slow 90+	N30	30,000	0	0	Between 2 and 3 Months
06/19	Pays Promptly	-	0	0	0	Between 6 and 12 Months
12/18	Pays Promptly	-	4,000,000	0	0	Between 6 and 12 Months
11/18	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
09/18	Pays Slow 60-90+	-	7,500	2,500	-	Between 2 and 3 Months
09/18	Pays Slow 30+	-	5,000	250	-	Between 2 and 3 Months
09/18	Pays Promptly	-	2,500	0	-	Between 4 and 5 Months

09/18	Pays Promptly	-	2,500	0	-	Between 4 and 5 Months
09/18	Pays Promptly	-	7,500	5,000	-	Between 2 and 3 Months
08/18	Pays Promptly	N30	0	0	0 E	Between 6 and 12 Months
08/18	Pays Promptly	N45	1,000,000	1,000,000	0	1

# **Ownership**

#### **Family Tree**

Members in the Tree	Subsidiaries of this Company	Branches of this Company
7	1	5



# **Company Profile**

Company Overview		
D-U-N-S	Mailing Address	Annual Sales
82-771-4507	United States	US\$ 950,000,000
Business Form	Telephone	Employees
Corporation (US)	(703) 279-3000	669 (120 here)
Ownership	Website	Age (Year Started)
Not publicly traded	www.ironbow.com/	37 years (1983)
		Named Principal
		RENE LAVIGNE, PRES-CEO

#### **Business Registration**

Corporate and business registrations reported by the secretary of state or other official source as of: -

This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name IRON BOW TECHNOLOGIES, LLC

Corporation Type Corporation (US)

Business Commenced On 1983

#### **Principals**

#### Officers

RENE LAVIGNE, PRES-CEO CHARLES L CURRAN, CFO-TREAS STU STRANG, SR V PRES RICHARD HARTMAN, GEN COUNSEL

#### **Directors**

THE OFFICER(S)

#### **Company Events**

#### The following information was reported on: 08-18-2020

The Virginia Secretary of State's business registrations file showed that Iron Bow Technologies, LLC was registered as a Limited Liability Company on December 20, 2007, under the file registration number S244519. The name change was change from Apptis Technology Solutions, LLC to Iron Bow Technologies, LLC by charter amendment on January 15, 2010. Although this company operates as a limited liability company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1983. 100% of capital stock is owned by parent company.

The company origins can be traced back to 1983 as Intellisys and rebranded in 2000 as Planetgov, Apptis in 2004, Apptis Technology Solutions in 2008 and Iron Bow Technologies in 2010.

In May 2011, the Company adopted a holding company legal structure. As a result, Iron Bow Holdings, Inc. was formed and operates as the parent company of Iron Bow Technologies LLC. Since the current shareholders of Iron Bow Holdings Inc are the same owners of Iron Bow Technologies LLC, the original start date will be maintained for the business.

#### **RECENT EVENTS:.**

On October 11, 2018, sources stated that an undisclosed affiliate of H.I.G. Capital Inc., Miami, FL, has acquired a majority interest in Iron Bow Holdings, Inc., Herndon, VA, the parent company of Iron Bow Technologies, LLC, Herndon, VA, on June 8, 2018. With the acquisition, Iron Bow Holdings, Inc. will now operate as an affiliate of H.I.G. Capital Inc. Employees and management were retained. Terms of the transaction were undisclosed. Further details are unavailable.

CLOSING OF BRANCH/DIVISION: According to published reports, Iron Bow Technologies LLC announced that it will close the

entire operation permanently and eliminate all 178 jobs in Tampa, 151 of them filled by customer service representatives, from June 28 to July 15,2019.

RENE LAVIGNE. 2011-present active here.

CHARLES L CURRAN. 2011-present active here.

STU STRANG. 2011-present active here.

**Government Activity** 

RICHARD HARTMAN. 2015-present active here.

Business address has changed from 4800 Westfields Blvd Ste 300, Chantilly, VA, 20151 to 2303 Dulles Station Blvd , Herndon, VA, 20171.

Business Activities And Empl	loyees	
The following information wa	ns reported on: 08-18-2020	
<b>Business Information</b>		
Trade Names	(SUBSIDIARY OF IRON BOW HOLDINGS, I	NC., HERNDON, VA)
Description	Subsidiary of Iron Bow Holdings, Inc., Herndo	on, VA started 2011.
As noted, this company is a subsidiary of Iron Bow Holdings, Inc. DUNS number 96-84 5781, and reference is made to that report for background information on the parent an its management.		
	Manufactures electronic computers (100%).	
	Terms are cash and Net 30 days. Sells to co	mmercial concerns.
Employees	669. 120 employed here.	
Financing Status	Unsecured	
Seasonality	Nonseasonal.	
SIC/NAICS Information		
SIC Codes	SIC Description	Percentage of Business
3571	Mfg electronic computers	-
35710000	Electronic computers	-
NAISO O. J.	NAIGO D	
NAICS Codes	NAICS Description	
334111	Electronic Computer Manufactur	ring

Dispute Government Activity

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No
Possible candidate for socio-ec	onomic program consideration
8(A) Firm	Yes
Labor Surplus Area	Yes
Small Business	Yes

#### **Financials**

D&B currently has no financial information on file for this company

# **Inquiries**

Inquiries-Summary - 12 Month	
Total number of Inquiries	Unique Customers
540	149

#### **Inquiries-Summary**

Over the past 12 months ending 10-2020, 540 individual requests for information on your company were received. The 540 inquiries were made by 149 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 133, or 24 % came from the Manufacturing; 125, or 23 % came from the Services; 118, or 21 % came from the Public Administration; 70, or 12 % came from the Wholesale Trade; 54, or 10 % came from the Finance, Insurance and Real Estate;

SIC/Sector

Type

Date

SERV - Services

- Management consulting services	Sales & Marketing Solution	2020-09-23
- Credit reporting services	D&B Risk Solution	2020-09-19
- Prepackaged software	D&B Risk Solution	2020-09-16
- Computer integrated systems design	D&B Risk Solution	2020-09-10
- Business services, nec	Sales & Marketing Solution	2020-09-09
- Computer integrated systems design	D&B Risk Solution	2020-09-09
- Computer integrated systems design	D&B Risk Solution	2020-08-31
- Computer integrated systems design	D&B Risk Solution	2020-08-26
- Computer integrated systems design	D&B Risk Solution	2020-08-24
- Computer integrated systems design	D&B Risk Solution	2020-08-20
- Computer integrated systems design	D&B Risk Solution	2020-08-05
- Prepackaged software	Sales & Marketing Solution	2020-08-04
- Credit reporting services	D&B Risk Solution	2020-07-31
- Computer integrated systems design	D&B Risk Solution	2020-07-30
- Noncommercial research organizations	Sales & Marketing Solution	2020-07-28
- Noncommercial research organizations	D&B Proprietary Score	2020-07-26
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2020-07-26
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2020-07-26
	Request	
- Management consulting services	D&B Risk Solution	2020-07-24
- Computer integrated systems design	D&B Risk Solution	2020-07-23
- Noncommercial research organizations	D&B Risk Solution	2020-07-22
- Computer integrated systems design	D&B Risk Solution	2020-07-20
- Legal services	Sales & Marketing Solution	2020-07-17
- Commercial physical research	D&B Risk Solution	2020-07-15
- Computer integrated systems design	D&B Risk Solution	2020-07-15
- Computer integrated systems design	D&B Risk Solution	2020-07-10
- Computer integrated systems design	D&B Risk Solution	2020-07-08
- Computer integrated systems design	D&B Risk Solution	2020-07-01
- Management consulting services	D&B Risk Solution	2020-06-12
- Computer integrated systems design	D&B Risk Solution	2020-06-12
- Computer integrated systems design	D&B Risk Solution	2020-06-11
- Computer integrated systems design	D&B Risk Solution	2020-06-11
- Credit reporting services	D&B Risk Solution	2020-06-05
- Credit reporting services	D&B Risk Solution	2020-06-05
- Schools and educational services, nec	Sales & Marketing Solution	2020-05-30
- Business consulting, nec	D&B Risk Solution	2020-05-28
- Computer integrated systems design	D&B Risk Solution	2020-05-13
- Computer integrated systems design	D&B Risk Solution	2020-05-07
- Computer integrated systems design	D&B Risk Solution	2020-05-04
- Business services, nec	D&B Risk Solution	2020-04-02
- Employment agencies	D&B Risk Solution	2020-03-18
- Management services	Payment Report	2020-03-06
- Management services	D&B Proprietary Score	2020-03-06
	Request	
- Business services, nec	D&B Risk Solution	2020-03-06
- Employment agencies	D&B Risk Solution	2020-03-05
- Computer integrated systems design	D&B Risk Solution	2020-02-28
- Computer integrated systems design	D&B Risk Solution	2020-02-27
- Computer integrated systems design	D&B Risk Solution	2020-02-24
- Credit reporting services	D&B Risk Solution	2020-02-21
- Computer integrated systems design	D&B Risk Solution	2020-02-20
- Accounting, auditing, and bookkeeping	Sales & Marketing Solution	2020-02-18
- Accounting, auditing, and bookkeeping	Sales & Marketing Solution	2020-02-18

- Credit reporting services	D&B Risk Solution	2020-02-12
- Business consulting, nec	D&B Risk Solution	2020-02-07
- Business services, nec	D&B Risk Solution	2020-02-04
- Business services, nec	D&B Risk Solution	2020-01-30
- Prepackaged software	D&B Risk Solution	2020-01-21
- Credit reporting services	D&B Risk Solution	2020-01-14
- Computer integrated systems design	D&B Risk Solution	2020-01-09
- Credit reporting services	D&B Risk Solution	2020-01-09
- Hotels and motels	D&B Risk Solution	2020-01-07
- Hotels and motels	D&B Risk Solution	2020-01-07
- Computer integrated systems design	D&B Risk Solution	2020-01-03
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
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- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
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- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
- Noncommercial research organizations	Request	2020-01-02
- Noncommercial research organizations	•	2020-01-02
- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
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- Noncommercial research organizations	Sales & Marketing Solution	2020-01-02
- Noncommercial research organizations	Sales & Marketing Solution	2020-01-02
- Credit reporting services	D&B Risk Solution	2019-12-17
- Computer integrated systems design	D&B Risk Solution	2019-12-09
- Computer integrated systems design	D&B Risk Solution	2019-12-09
- Computer integrated systems design	D&B Risk Solution	2019-11-26
- Hotels and motels	D&B Risk Solution	2019-11-25
- Hotels and motels	D&B Risk Solution	2019-11-25
- Computer integrated systems design	D&B Risk Solution	2019-11-21
- Computer integrated systems design	D&B Risk Solution	2019-11-18
- Credit reporting services	D&B Risk Solution	2019-11-14
- Commercial nonphysical research	D&B Risk Solution	2019-11-08
- Computer integrated systems design	D&B Risk Solution	2019-11-07
- Computer integrated systems design	D&B Risk Solution	2019-11-07
- Commercial physical research	D&B Risk Solution	2019-11-06
- Computer integrated systems design	D&B Risk Solution	2019-11-06
- Business services, nec	Sales & Marketing Solution	2019-11-05
- Noncommercial research organizations	General Data Request	2019-11-04
- Noncommercial research organizations	General Data Request	2019-11-04
- Noncommercial research organizations	General Data Request	2019-11-04
- Computer integrated systems design	D&B Risk Solution	2019-11-04
- Noncommercial research organizations	D&B Risk Solution	2019-11-01
- Credit reporting services	D&B Risk Solution	2019-10-31
- Noncommercial research organizations	D&B Risk Solution	2019-10-31
- Noncommercial research organizations	D&B Risk Solution	2019-10-31
- Noncommercial research organizations	D&B Risk Solution	2019-10-31
- Noncommercial research organizations	D&B Risk Solution	2019-10-31
- Noncommercial research organizations	General Data Request	2019-10-31
- Noncommercial research organizations	General Data Request	2019-10-31
- Noncommercial research organizations	General Data Request	2019-10-31
- -	•	

- Noncommercial research organizations	D&B Proprietary Score	2019-10-31
	Request	
Noncommercial research organizations	D&B Proprietary Score	2019-10-31
	Request	
Noncommercial research organizations	D&B Proprietary Score	2019-10-31
	Request	
Noncommercial research organizations	D&B Proprietary Score	2019-10-31
	Request	
Noncommercial research organizations	Sales & Marketing Solution	2019-10-31
Noncommercial research organizations	Sales & Marketing Solution	2019-10-31
Computer integrated systems design	D&B Risk Solution	2019-10-30
Custom computer programming services	D&B Risk Solution	2019-10-23
Custom computer programming services	D&B Risk Solution	2019-10-23
Credit reporting services	D&B Risk Solution	2019-10-22
Services, nec	D&B Risk Solution	2019-10-22
Computer integrated systems design	D&B Risk Solution	2019-10-21
Credit reporting services	D&B Risk Solution	2019-10-15
Computer integrated systems design	D&B Risk Solution	2019-10-15
Computer integrated systems design	D&B Proprietary Score	2019-10-10
	Request	
Computer integrated systems design	D&B Proprietary Score	2019-10-09
	Request	
Help supply services	D&B Risk Solution	2019-10-09
Help supply services	D&B Risk Solution	2019-10-09
Business services, nec	D&B Risk Solution	2019-10-08
Computer integrated systems design	D&B Proprietary Score	2019-10-08
	Request	
IANUF - Manufacturing		
Electronic computers	D&B Risk Solution	2020-09-28
Electronic computers	Sales & Marketing Solution	2020-09-24
Electronic computers	D&B Risk Solution	2020-09-23
Communications equipment, nec	D&B Risk Solution	2020-09-23
Electronic computers	D&B Risk Solution	2020-09-18
Communications equipment, nec	D&B Risk Solution	2020-09-15
Search and navigation equipment	D&B Risk Solution	2020-09-11
Electronic computers	D&B Risk Solution	2020-09-11
Electronic computers	D&B Risk Solution	2020-09-10
Electronic computers	D&B Risk Solution	2020-09-08
Electronic computers	D&B Risk Solution	2020-09-08
Communications equipment, nec	D&B Risk Solution	2020-09-04
Computer storage devices	D&B Risk Solution	2020-09-03
Electronic computers	D&B Risk Solution	2020-08-25
Search and navigation equipment	D&B Risk Solution	2020-08-21
Photographic equipment and supplies	D&B Risk Solution	2020-08-19
Photographic equipment and supplies	D&B Risk Solution	2020-08-18
Photographic equipment and supplies	D&B Risk Solution	2020-08-17
Electronic computers	D&B Risk Solution	2020-08-14

Sales & Marketing Solution

Sales & Marketing Solution

D&B Risk Solution

2020-08-11

2020-08-07

2020-08-05

2020-08-05

2020-07-31

2020-07-24

2020-07-24

2020-07-23

- Electronic computers

- Electronic computers

- Electronic computers

- Communications equipment, nec

- Computer peripheral equipment, nec

- Search and navigation equipment

- Search and navigation equipment

- Telephone and telegraph apparatus

- Electronic computers	D&B Risk Solution	2020-07-21
- Communications equipment, nec	D&B Risk Solution	2020-07-17
- Electronic computers	Sales & Marketing Solution	2020-07-17
- Analytical instruments	D&B Risk Solution	2020-07-11
- Electronic computers	Sales & Marketing Solution	2020-07-05
- Electronic computers	D&B Risk Solution	2020-06-30
- Telephone and telegraph apparatus	D&B Risk Solution	2020-06-30
- Computer peripheral equipment, nec	D&B Risk Solution	2020-06-23
- Computer peripheral equipment, nec	D&B Risk Solution	2020-06-23
- Computer terminals	Sales & Marketing Solution	2020-06-17
- Computer terminals	Sales & Marketing Solution	2020-06-17
- Electronic computers	D&B Risk Solution	2020-06-08
- Communications equipment, nec	D&B Risk Solution	2020-06-04
- Electronic computers	D&B Risk Solution	2020-05-29
- Computer terminals	Sales & Marketing Solution	2020-05-18
- Computer terminals	Sales & Marketing Solution	2020-05-18
- Computer storage devices	D&B Risk Solution	2020-05-13
- Electronic computers	D&B Risk Solution	2020-05-02
- Computer storage devices	D&B Risk Solution	2020-04-30
- Computer storage devices	D&B Risk Solution	2020-04-30
- Search and navigation equipment	D&B Risk Solution	2020-04-22
- Computer terminals	Sales & Marketing Solution	2020-04-09
- Computer terminals	Sales & Marketing Solution	2020-04-09
- Electronic computers	D&B Risk Solution	2020-04-07
- Electronic computers	D&B Risk Solution	2020-04-07
- Computer terminals	Sales & Marketing Solution	2020-03-23
- Computer terminals	Sales & Marketing Solution	2020-03-22
- Computer terminals	Sales & Marketing Solution	2020-03-09
- Computer terminals	Sales & Marketing Solution	2020-03-08
- Paperboard mills	D&B Risk Solution	2020-03-06
- Electronic computers	D&B Risk Solution	2020-03-04
- Computer terminals	Sales & Marketing Solution	2020-03-04
- Computer terminals	Sales & Marketing Solution	2020-03-04
- Computer terminals	Sales & Marketing Solution	2020-03-03
- Computer terminals	Sales & Marketing Solution	2020-03-02
- Computer terminals	Sales & Marketing Solution	2020-02-19
- Computer terminals	Sales & Marketing Solution	2020-02-19
- Computer terminals	Sales & Marketing Solution	2020-02-18
- Computer terminals	Sales & Marketing Solution	2020-02-18
- Electronic computers	Sales & Marketing Solution	2020-02-17
- Electronic computers	Sales & Marketing Solution	2020-02-12
- Computer terminals	Sales & Marketing Solution	2020-02-09
- Computer terminals	Sales & Marketing Solution	2020-02-09
- Computer terminals	Sales & Marketing Solution	2020-02-06
- Computer terminals	Sales & Marketing Solution	2020-02-06
- Computer terminals	Sales & Marketing Solution	2020-02-05
- Electronic computers	D&B Risk Solution	2020-02-05
- Computer terminals	Sales & Marketing Solution	2020-02-04
- Computer terminals	Sales & Marketing Solution	2020-01-31
- Computer terminals	Sales & Marketing Solution	2020-01-31
- Computer terminals	Sales & Marketing Solution	2020-01-30
- Computer terminals	Sales & Marketing Solution	2020-01-30
- Computer terminals	Sales & Marketing Solution	2020-01-29
- Computer terminals	Sales & Marketing Solution	2020-01-29
- Switchgear and switchboard apparatus	D&B Risk Solution	2020-01-23
- Switchgear and switchboard apparatus	D&B Risk Solution	2020-01-23

- Switchgear and switchboard apparatus	D&B Risk Solution	2020-01-23
- Computer terminals	Sales & Marketing Solution	2020-01-23
- Computer terminals	Sales & Marketing Solution	2020-01-23
- Computer terminals	Sales & Marketing Solution	2020-01-22
- Computer terminals	Sales & Marketing Solution	2020-01-22
- Electronic computers	D&B Risk Solution	2020-01-14
- Computer terminals	Sales & Marketing Solution	2020-01-12
- Computer terminals	Sales & Marketing Solution	2020-01-11
- Computer terminals	Sales & Marketing Solution	2020-01-11
- Computer terminals	Sales & Marketing Solution	2020-01-10
- Computer terminals	Sales & Marketing Solution	2020-01-10
- Photographic equipment and supplies	D&B Risk Solution	2020-01-09
- Radio and t.v. communications equipment	D&B Risk Solution	2020-01-09
- Computer terminals	Sales & Marketing Solution	2020-01-09
- Computer terminals	Sales & Marketing Solution	2020-01-09
- Computer terminals	Sales & Marketing Solution	2020-01-02
- Computer terminals	Sales & Marketing Solution	2020-01-02
- Computer terminals	Sales & Marketing Solution	2019-12-24
- Computer terminals	Sales & Marketing Solution	2019-12-24
- Computer terminals	Sales & Marketing Solution	2019-12-23
- Computer terminals	Sales & Marketing Solution	2019-12-19
- Computer terminals	Sales & Marketing Solution	2019-12-19
- Electronic computers	D&B Risk Solution	2019-12-18
- Electronic computers	Sales & Marketing Solution	2019-11-26
- Computer terminals	Sales & Marketing Solution	2019-11-24
- Computer terminals	Sales & Marketing Solution	2019-11-23
- Electronic computers	D&B Risk Solution	2019-11-20
- Instruments to measure electricity	D&B Risk Solution	2019-11-17
- Computer terminals	Sales & Marketing Solution	2019-11-13
- Computer terminals	Sales & Marketing Solution	2019-11-12
- Computer terminals	Sales & Marketing Solution	2019-11-10
- Computer terminals	Sales & Marketing Solution	2019-11-09
- Computer terminals	Sales & Marketing Solution	2019-11-09
- Electronic computers	Sales & Marketing Solution	2019-11-03
- Electronic computers	Sales & Marketing Solution	2019-11-02
- Electronic computers	Sales & Marketing Solution	2019-10-31
- Computer peripheral equipment, nec	D&B Risk Solution	2019-10-29
- Computer terminals	Sales & Marketing Solution	2019-10-24
- Computer terminals	Sales & Marketing Solution	2019-10-24
- Electronic computers	Sales & Marketing Solution	2019-10-22
- Computer terminals	Sales & Marketing Solution	2019-10-21
- Electronic computers	Sales & Marketing Solution	2019-10-21
- Computer terminals	Sales & Marketing Solution	2019-10-20
- Computer terminals	Sales & Marketing Solution	2019-10-20
- Electronic computers	D&B Risk Solution	2019-10-15
- Process control instruments	D&B Risk Solution	2019-10-15
- Process control instruments	D&B Risk Solution	2019-10-15
- Computer terminals	Sales & Marketing Solution	2019-10-15
- Computer terminals	Sales & Marketing Solution	2019-10-15
- Electronic computers	Sales & Marketing Solution	2019-10-13
OTHER - Other		
- Other	Sales & Marketing Solution	2020-09-14
- Other	Sales & Marketing Solution	2020-09-13
	O and Management Out the	0000 00 10

Supply Management Solution 2020-09-13

2020-08-03

D&B Risk Solution

- Other

- Other

- Other	D&B Risk Solution	2020-05-22
- Other	Sales & Marketing Solution	2020-05-22
- Other	Sales & Marketing Solution	2020-05-22
- Other	Supply Management Solution	2020-04-12
- Other	Sales & Marketing Solution	2020-04-12
- Other	Sales & Marketing Solution	2020-04-12
- Other	Supply Management Solution	2020-04-01
- Other	Sales & Marketing Solution	2020-04-01
- Other	Sales & Marketing Solution	2020-04-01
- Other	D&B Risk Solution	2020-01-31
- Other	Sales & Marketing Solution	2020-01-17
- Other	Sales & Marketing Solution	2020-01-17
- Other	Supply Management Solution	2020-01-17
- Other	D&B Risk Solution	2019-10-31
- Other	D&B Risk Solution	2019-10-15
PUBADMIN - Public Administration		
- General government, nec	Sales & Marketing Solution	2020-09-25
- General government, nec	Sales & Marketing Solution	2020-09-22
- Administration of veterans' affairs	Supply Management Solution	2020-09-19
- Administration of veterans' affairs	Supply Management Solution	2020-09-18
- Administration of veterans' affairs	Supply Management Solution	2020-09-18
- Administration of veterans' affairs	D&B Risk Solution	2020-09-17
- Administration of veterans' affairs	Supply Management Solution	2020-09-15
- Administration of veterans' affairs	Supply Management Solution	2020-09-12
- Administration of veterans' affairs	D&B Risk Solution	2020-09-10
- National security	D&B Proprietary Score	2020-09-10
	Request	
- General government, nec	Sales & Marketing Solution	2020-09-10
- Administration of veterans' affairs	D&B Risk Solution	2020-09-09
- Administration of veterans' affairs	Supply Management Solution	2020-09-04
- Administration of veterans' affairs	Supply Management Solution	2020-09-01
- Administration of veterans' affairs	Supply Management Solution	2020-08-31
- General government, nec	Sales & Marketing Solution	2020-08-31
- Administration of veterans' affairs	D&B Risk Solution	2020-08-26
- General government, nec	Sales & Marketing Solution	2020-08-25
- Administration of veterans' affairs	D&B Risk Solution	2020-08-21
- Administration of veterans' affairs	Supply Management Solution	2020-08-21
- Administration of veterans' affairs	Supply Management Solution	2020-08-18
- Administration of veterans' affairs	Supply Management Solution	2020-08-13
- Administration of veterans' affairs	Supply Management Solution	2020-08-12
- General government, nec	D&B Risk Solution	2020-08-10
- General government, nec	Sales & Marketing Solution	2020-08-10
- General government, nec	Sales & Marketing Solution	2020-08-07
- Administration of veterans' affairs	Supply Management Solution	2020-08-06
- General government, nec	Sales & Marketing Solution	2020-08-03
- Administration of veterans' affairs	D&B Risk Solution	2020-07-29
- Administration of veterans' affairs	D&B Risk Solution	2020-07-29
- General government, nec	Sales & Marketing Solution	2020-07-27
- General government, nec	Sales & Marketing Solution	2020-07-20
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- General government, nec	Sales & Marketing Solution	2020-07-17
- General government, nec - Administration of veterans' affairs	_	2020-07-17 2020-07-16
- General government, nec	Sales & Marketing Solution	
- General government, nec - Administration of veterans' affairs	Sales & Marketing Solution Supply Management Solution	2020-07-16
- General government, nec  - Administration of veterans' affairs  - General government, nec	Sales & Marketing Solution Supply Management Solution Sales & Marketing Solution	2020-07-16 2020-07-13

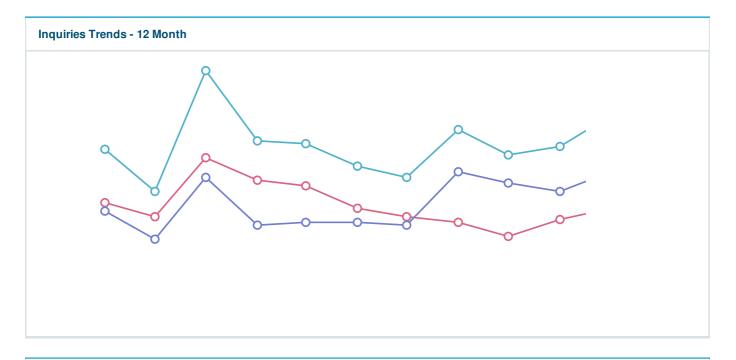
- General government, nec	Sales & Marketing Solution	2020-06-25
- Administration of veterans' affairs	Supply Management Solution	2020-06-25
- General government, nec	Sales & Marketing Solution	2020-06-22
- General government, nec	Sales & Marketing Solution	2020-06-10
- Administration of veterans' affairs	Supply Management Solution	2020-06-09
- Administration of veterans' affairs	D&B Risk Solution	2020-06-08
- General government, nec	Sales & Marketing Solution	2020-06-01
- Administration of veterans' affairs	Supply Management Solution	2020-05-29
- Administration of veterans' affairs	Supply Management Solution	2020-05-28
- Administration of veterans' affairs	Supply Management Solution	2020-05-26
- General government, nec	Sales & Marketing Solution	2020-05-26
- General government, nec	Sales & Marketing Solution	2020-05-19
- General government, nec	Sales & Marketing Solution	2020-05-13
- Administration of veterans' affairs	Supply Management Solution	2020-05-05
- General government, nec	Sales & Marketing Solution	2020-04-29
- General government, nec	Sales & Marketing Solution	2020-04-28
- Administration of veterans' affairs	Supply Management Solution	2020-04-27
- General government, nec	Sales & Marketing Solution	2020-04-23
- General government, nec	Sales & Marketing Solution	2020-04-22
- Administration of veterans' affairs	Supply Management Solution	2020-04-21
- Administration of veterans' affairs	D&B Risk Solution	2020-04-16
- Administration of veterans' affairs	Supply Management Solution	2020-04-10
- General government, nec	Sales & Marketing Solution	2020-04-10
- General government, nec	Sales & Marketing Solution	2020-04-06
- Administration of veterans' affairs	Supply Management Solution	2020-04-03
- Administration of veterans' affairs	Supply Management Solution	2020-03-31
- General government, nec	Sales & Marketing Solution	2020-03-31
- Administration of veterans' affairs	D&B Risk Solution	2020-03-30
- General government, nec	Sales & Marketing Solution	2020-03-27
- Administration of veterans' affairs	Supply Management Solution	2020-03-26
- Administration of veterans' affairs	Supply Management Solution	2020-03-26
- General government, nec	Sales & Marketing Solution	2020-03-23
- General government, nec	Sales & Marketing Solution	2020-03-20
- Administration of veterans' affairs	D&B Risk Solution	2020-03-18
- General government, nec	Sales & Marketing Solution	2020-03-17
- Administration of veterans' affairs	Supply Management Solution	2020-03-16
- Administration of veterans' affairs	D&B Risk Solution	2020-03-12
- Administration of veterans' affairs	D&B Risk Solution	2020-03-11
- Administration of veterans' affairs	Supply Management Solution	2020-03-11
- General government, nec	Sales & Marketing Solution	2020-03-09
- Administration of veterans' affairs	Supply Management Solution	2020-02-28
- General government, nec	Sales & Marketing Solution	2020-02-25
- National security	Sales & Marketing Solution	2020-02-24
- National security	Sales & Marketing Solution	2020-02-24
- National security	D&B Risk Solution	2020-02-24
- National security	Supply Management Solution	2020-02-24
- Administration of veterans' affairs	D&B Risk Solution	2020-02-23
- General government, nec	Sales & Marketing Solution	2020-02-20
- General government, nec	Sales & Marketing Solution	2020-02-17
General government, nec	Sales & Marketing Solution	2020-02-11
- Administration of veterans' affairs	Supply Management Solution	2020-02-04
General government, nec	Sales & Marketing Solution	2020-01-31
- Administration of veterans' affairs	Supply Management Solution	2020-01-28
General government, nec	Sales & Marketing Solution	2020-01-27
General government, nec	Sales & Marketing Solution	2020-01-24
- National security	D&B Proprietary Score	2020-01-23

	Request	
- National security	Sales & Marketing Solution	2020-01-21
- General government, nec	Sales & Marketing Solution	2020-01-15
- Administration of veterans' affairs	Supply Management Solution	2020-01-09
- General government, nec	Sales & Marketing Solution	2019-12-27
- General government, nec	Sales & Marketing Solution	2019-12-26
- Administration of general economic programs	D&B Risk Solution	2019-12-23
- General government, nec	Sales & Marketing Solution	2019-12-17
- General government, nec	Sales & Marketing Solution	2019-12-09
- General government, nec	Sales & Marketing Solution	2019-12-04
- Administration of veterans' affairs	Supply Management Solution	2019-12-03
- General government, nec	Sales & Marketing Solution	2019-11-27
- General government, nec	D&B Risk Solution	2019-11-22
- General government, nec	Sales & Marketing Solution	2019-11-18
- Administration of veterans' affairs	Supply Management Solution	2019-11-15
- General government, nec	Sales & Marketing Solution	2019-11-14
- General government, nec	Sales & Marketing Solution	2019-10-28
- General government, nec	Sales & Marketing Solution	2019-10-24
- Administration of veterans' affairs	Supply Management Solution	2019-10-24
- General government, nec	Sales & Marketing Solution	2019-10-21
- General government, nec	Sales & Marketing Solution	2019-10-18
- General government, nec	Sales & Marketing Solution	2019-10-15
- General government, nec	Sales & Marketing Solution	2019-10-10
- General government, nec	Sales & Marketing Solution	2019-10-08
- General government, nec	Sales & Marketing Solution	2019-10-02
RETLTRD - Retail Trade		
- Computer and software stores	Sales & Marketing Solution	2020-09-05
- Miscellaneous retail stores, nec	D&B Risk Solution	2020-07-08
- Computer and software stores	Sales & Marketing Solution	2020-05-07
- Computer and software stores	Sales & Marketing Solution	2020-03-02
- Computer and software stores	Sales & Marketing Solution	2020-02-27
- Computer and software stores	Sales & Marketing Solution	2020-02-15
- Computer and software stores	Sales & Marketing Solution	2019-12-22
TCEGS - Transportation, Communications, Electric, Gas and Sanitary Services		
- Telephone communication, except radio	D&B Risk Solution	2020-09-22
- Telephone communication, except radio	D&B Risk Solution	2020-09-21
- Radiotelephone communication	D&B Risk Solution	2020-08-07
- Local and suburban transit	D&B Risk Solution	2020-08-04
- Telephone communication, except radio	D&B Risk Solution	2020-06-15
- Telephone communication, except radio	D&B Risk Solution	2020-04-29
- Telephone communication, except radio	D&B Risk Solution	2020-03-05
- Telephone communication, except radio	D&B Risk Solution	2020-02-26
- Telephone communication, except radio	D&B Risk Solution	2020-02-26
- Air courier services	D&B Risk Solution	2020-01-28
- Air courier services	D&B Risk Solution	2020-01-28
- Telephone communication, except radio	D&B Risk Solution	2020-01-16
- Telephone communication, except radio	D&B Risk Solution	2019-10-11
CONSTRN - Construction		
- Industrial buildings and warehouses	D&B Risk Solution	2020-08-02
FIR - Finance, Insurance and Real Estate		
- Miscellaneous business credit institutions	D&B Risk Solution	2020-09-28

- Miscellaneous business credit institutions	D&B Risk Solution	2020-09-28
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-09-01
- Miscellaneous business credit institutions	Sales & Marketing Solution	2020-08-26
- Miscellaneous business credit institutions	D&B Risk Solution	2020-08-26
- Hospital and medical service plans	D&B Risk Solution	2020-08-07
- Surety insurance	Sales & Marketing Solution	2020-08-03
- Life insurance	D&B Risk Solution	2020-07-21
- Miscellaneous business credit institutions	D&B Risk Solution	2020-06-29
- Miscellaneous business credit institutions	D&B Risk Solution	2020-06-29
- Miscellaneous business credit institutions	D&B Risk Solution	2020-06-29
- Miscellaneous business credit institutions	D&B Risk Solution	2020-06-29
- National commercial banks	D&B Risk Solution	2020-06-29
- National commercial banks	D&B Risk Solution	2020-06-29
- Miscellaneous business credit institutions	D&B Risk Solution	2020-06-29
- Miscellaneous business credit institutions	Compliance Solution	2020-06-29
- National commercial banks	D&B Proprietary Score	2020-06-26
	Request	
- National commercial banks	D&B Proprietary Score	2020-06-26
	Request	
- National commercial banks	Sales & Marketing Solution	2020-06-26
- National commercial banks	Financial Data Request	2020-06-26
- National commercial banks	Payment Report	2020-06-26
- National commercial banks	General Data Request	2020-06-26
- National commercial banks	D&B Risk Solution	2020-06-26
- National commercial banks	D&B Risk Solution	2020-06-26
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-06-24
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-06-24
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-06-24
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-05-20
- Surety insurance	D&B Risk Solution	2020-05-13
- Insurance agents, brokers, and service	D&B Risk Solution	2020-05-05
- Insurance agents, brokers, and service	D&B Risk Solution	2020-05-04
- Surety insurance	D&B Risk Solution	2020-05-01
- Surety insurance	D&B Risk Solution	2020-05-01
- Surety insurance	Sales & Marketing Solution	2020-04-30
- Surety insurance	Sales & Marketing Solution	2020-04-21
- Insurance agents, brokers, and service	D&B Risk Solution	2020-04-08
- Insurance agents, brokers, and service	D&B Risk Solution	2020-04-08
- Life insurance	D&B Risk Solution	2020-03-16
- Surety insurance	Sales & Marketing Solution	2020-02-19
- Fire, marine, and casualty insurance	D&B Risk Solution	2020-01-06
- Miscellaneous business credit institutions	D&B Risk Solution	2019-12-04
- Miscellaneous business credit institutions	D&B Risk Solution	2019-12-04
- Miscellaneous business credit institutions	D&B Risk Solution	2019-12-04
- Miscellaneous business credit institutions	Compliance Solution	2019-12-04
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-11-21
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-11-21
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-11-21
- Short-term business credit institutions, except agricultural	General Data Request	2019-10-21
- Short-term business credit institutions, except agricultural	Payment Report	2019-10-21
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-10-21
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-10-21
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-10-09
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2019-10-08
		2019-10-08
- Short-term business credit institutions, except agricultural  WHI SI TRD - Wholesale Trade	Financial Data Request	

- Electrical apparatus and equipment	D&B Risk Solution	2020-09-25
- Computers, peripherals, and software	D&B Risk Solution	2020-09-25
- Electrical apparatus and equipment	D&B Risk Solution	2020-09-25
- Electrical apparatus and equipment	Sales & Marketing Solution	2020-09-24
- Electrical apparatus and equipment	Sales & Marketing Solution	2020-09-23
- Office equipment	D&B Risk Solution	2020-09-23
- Electronic parts and equipment, nec	D&B Risk Solution	2020-09-22
- Electronic parts and equipment, nec	D&B Risk Solution	2020-09-22
- Electrical appliances, television and radio	D&B Risk Solution	2020-09-14
- Electrical apparatus and equipment	D&B Risk Solution	2020-09-10
- Office equipment	D&B Risk Solution	2020-08-19
- Office equipment	D&B Risk Solution	2020-08-19
- Office equipment	D&B Risk Solution	2020-08-09
- Electronic parts and equipment, nec	D&B Risk Solution	2020-08-04
- Computers, peripherals, and software	D&B Risk Solution	2020-07-29
- Office equipment	D&B Risk Solution	2020-07-20
- Office equipment	D&B Risk Solution	2020-07-20
- Office equipment	D&B Risk Solution	2020-07-20
- Electronic parts and equipment, nec	D&B Risk Solution	2020-06-26
- Computers, peripherals, and software	Sales & Marketing Solution	2020-06-16
- Computers, peripherals, and software	Sales & Marketing Solution	2020-06-16
- Computers, peripherals, and software	D&B Risk Solution	2020-06-04
- Computers, peripherals, and software	D&B Risk Solution	2020-06-04
- Computers, peripherals, and software	Sales & Marketing Solution	2020-05-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-05-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-05-07
- Computers, peripherals, and software	Sales & Marketing Solution	2020-05-07
- Office equipment	D&B Risk Solution	2020-04-28
- Computers, peripherals, and software	D&B Risk Solution	2020-04-24
- Electronic parts and equipment, nec	D&B Risk Solution	2020-04-14
- Electronic parts and equipment, nec	D&B Risk Solution	2020-04-10
- Computers, peripherals, and software	D&B Risk Solution	2020-04-09
- Computers, peripherals, and software	D&B Risk Solution	2020-03-27
- Computers, peripherals, and software	D&B Risk Solution	2020-03-27
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-12
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-10
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-10
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-09
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-03
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-02
- Computers, peripherals, and software	D&B Risk Solution	2020-02-25
- Electrical apparatus and equipment	Sales & Marketing Solution	2020-02-25
- Computers, peripherals, and software	Sales & Marketing Solution	2020-02-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-02-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-02-10
- Electrical appliances, television and radio	D&B Risk Solution	2020-01-13
- Electrical appliances, television and radio	D&B Risk Solution	2020-01-13
- Computers, peripherals, and software	Sales & Marketing Solution	2020-01-13
- Computers, peripherals, and software	Sales & Marketing Solution	2020-01-13
- Office equipment	Sales & Marketing Solution	2020-01-10
- Office equipment	D&B Risk Solution	2020-01-10
- Office equipment	Sales & Marketing Solution	2020-01-09
- Electronic parts and equipment, nec	D&B Risk Solution	2019-12-19
- Computers, peripherals, and software	Sales & Marketing Solution	2019-12-04
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- Computers, peripherals, and software	Sales & Marketing Solution	2019-12-04
- Computers, peripherals, and software	Sales & Marketing Solution	2019-12-03
	ů.	
- Computers, peripherals, and software	Sales & Marketing Solution	2019-12-03
- Computers, peripherals, and software	Sales & Marketing Solution	2019-11-26
- Computers, peripherals, and software	Sales & Marketing Solution	2019-11-26
- Computers, peripherals, and software	Sales & Marketing Solution	2019-11-25
- Computers, peripherals, and software	Sales & Marketing Solution	2019-11-25
- Office equipment	D&B Risk Solution	2019-10-21
- Office equipment	D&B Risk Solution	2019-10-21
- Office equipment	D&B Risk Solution	2019-10-17
- Office equipment	D&B Risk Solution	2019-10-17
- Electronic parts and equipment, nec	D&B Risk Solution	2019-10-04
- Office equipment	D&B Risk Solution	2019-10-02
- Office equipment	D&B Risk Solution	2019-10-02



Top-Five-Inquiries	
By SIC Sector	
Manufacturing	133
Services	125
Public Administration	118
Wholesale Trade	70
Finance, Insurance and Real Estate	54

By Report Type	
D&B Risk Solution	257
Sales & Marketing Solution	204

Supply Management Solution	42
D&B Proprietary Score Request	19
General Data Request	11

All-Inquiries					
Industry	Total Inquiries	Last 30 Days	Last 90 Days	Last 180 Days	Last 365 Days
Construction	1	0	1	1	1
Manufacturing	133	13	32	52	133
Transportation, Communications, Electric, Gas and Sanitary Services	13	2	4	6	13
Wholesale Trade	70	10	18	32	70
Retail Trade	7	1	2	3	7
Finance, Insurance and Real Estate	54	3	8	37	54
Services	125	7	28	40	125
Public Administration	118	14	36	62	118
Other	19	3	4	10	19

# **Peers Inquiries**

Please add a peer from peers page to start the comparison.

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