

Blue Sky Innovators
Subcontractor Bill of Rights
Version 1.0, September 14, 2026

Prepared by:



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This document states Blue Sky's operating principles. It is not a contract and creates no legal rights or obligations. Binding terms are set out in our teaming agreements and subcontracts.

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1.0 Motivation

Blue Sky started as a subcontractor, working almost exclusively for large primes. Unfortunately, many times along the way we encountered primes more motivated by financial gain than by ensuring their customer's success. That focus too often meant we were treated poorly as a subcontractor, and the customer's mission paid the price.

Blue Sky Innovators will be different. We will treat our subcontractors fairly, openly, and honestly. We will work hard to be good communicators, and we will strive to put the customer's mission first. When you feel Blue Sky is falling short of the customer's expectations or your own, we want to hear from you. And Blue Sky will do the same. We put all of this in writing so every subcontractor knows the standard on a Blue Sky contract, and so we can make sure we are aligned.

These relationships are two-way deals. This document states what every subcontractor can expect from Blue Sky, and what Blue Sky expects in return. Each commitment maps to real language in our teaming agreements and subcontracts, maintained by our Contracts team, to ensure these principles are reflected in our binding agreements, not just marketing material.

We view these commitments as top priority. If something changes that requires a change in course of action and causes us not to meet them, we will tell you what changed and why. Government direction will always be a basis for adjustment, customer and compliance first and foremost. Circumstances change frequently in government contracting, but our commitment to fair treatment and transparency will not.

2.0 What We Believe

The customer's mission is the most important objective on any contract we prime. Everything in this document flows from that single belief.

Blue Sky wants to compete for new work, and we will, fairly and in the open. But the Blue Sky team managing the prime contract is graded on the customer's success and nothing else. Quality of the work. Time to fill open positions. Quality of the candidates put in front of the customer. Not Blue Sky workshare. In most cases the same people who run the program also help grow it, and we do not pretend otherwise. Instead, everyone managing a Blue Sky prime contract carries one standing instruction. The customer's mission comes first. There will be no favoritism on a Blue Sky contract. We will honor workshare commitments but always put forward the best athlete, whether that person carries our badge or yours, and in the end the government has the final say. Our promise is a fair process, and we will not get in the way of the right answer.

We believe a prime that staffs the mission with the best available people, from wherever they come, wins more work over time than a prime that hoards seats. Clear, open communication and full transparency are how we operate, and putting it all in writing for everyone to see is where that starts.



3.0 What You Can Expect From Blue Sky

3.1 Your timekeeping system, not ours

Your people will not be required to double enter time into a Blue Sky system. They record their hours once, in your own compliant timekeeping system. On cost type work we will verify that your system is adequate, and then we will trust it. From there, billing is simple. You submit an invoice for the services you provided, supported by your own records, and we process it. No duplicate data entry, and no burning your team's hours reconciling two timekeeping systems.

3.2 Your candidates move as fast as ours

Your resumes go to the customer through the same queue, at the same speed, and with the same rigor as Blue Sky resumes. Positions remain open to submissions as candidates become available, until the position is filled. When you send us a complete candidate package for an open position, we put it in front of the customer within two business days, subject to the government's preferred submission mechanism. Where the customer directs a batched or windowed submission process, your package goes into the first available window, and it will never sit while a Blue Sky resume goes forward ahead of it. We screen every candidate against the position's requirements, and we will not pass through a candidate who does not meet them. What we will not do is rank a qualified subcontractor candidate behind a Blue Sky candidate. Where the customer allows multiple submissions, we will submit multiple candidates, ours and yours together, and the customer decides. If the customer selects your candidate over a Blue Sky candidate, we will not slow the process, reopen the decision, or otherwise hamper bringing your person aboard. Our program team is measured on time to fill, so your candidate moving fast is our candidate moving fast.

3.3 Full resumes and real introductions

As long as the government allows it, we pass full resumes to the customer, not a name and a one line description. Where it is workable, we will facilitate meet and greets so the customer can make selections with real information about the people being proposed. Some customers only want to meet key personnel, and we follow the customer's lead. Our promise is that we will never be the reason the customer saw less than they wanted. We have watched primes place people on programs the government PM never truly saw, and we then watched how unhappy the customer was with many of the results. That will not happen on a Blue Sky contract.

3.4 A real shot at new work

Every subcontractor has the right to propose staff to perform new work on the contract, regardless of which company's customer relationships or communications expanded the work scope. Best athlete means best athlete. Selection criteria for open positions will be documented and shared with all teammates. When a position is constrained by something outside our control, such as a set-aside, an OCI, a clearance requirement, or customer direction, we will say so up front rather



than run a hollow competition. When your candidate is not selected, we will pass along whatever feedback the government provides. Often the government provides none. When that happens, we will tell you plainly that we received nothing rather than invent a reason.

This right covers new positions and new scope on this contract, and this contract only. Teaming for follow-on competitions and new pursuits is arranged through the teaming agreement for each pursuit.

3.5 The workshare math, in the open

On small business set-aside contracts, federal law limits how much of the work a prime can subcontract. For services, the rule in FAR 52.219-14 and 13 CFR 125.6 means Blue Sky cannot pay more than 50 percent of what the government pays us to subcontractors that are not similarly situated small businesses. The penalties for violating it are severe, so we will comply, every contract, every time. Rather than pretend the rule does not exist, here is how we handle it.

At teaming time, we will tell you whether a workshare limitation applies to the opportunity and what it means for the share of work you can realistically expect. During performance, we will track the math and share the compliance picture with teammates instead of springing it on you late in the contract as a justification for taking positions. And we will never invoke the rule as a pretext. If a workshare limitation is the reason your candidate or your growth is constrained, we will show you the numbers.

The rule also contains real flexibility, and we will use it in your favor. Work performed by similarly situated small business teammates counts as if the prime performed it, so on set-asides this rule rarely limits our small business teammates. It mostly constrains how much can flow to large business subcontractors, and we will be just as honest about that at teaming time. Some contracts also carry their own performance of work requirements or award fee metrics tied to how much the prime self performs. Where our prime contract includes one, it goes into the Staffing Playbook on day one, so every teammate can see the constraint we are managing together.

These commitments do not depend on our size status. Size is measured code by code, and on contracts where Blue Sky is a large business the rules change shape but our promise does not. Where we prime as an other-than-small business, the set-aside limitation is replaced by a small business subcontracting plan, and we will treat the goals in that plan as commitments to our teammates rather than compliance paperwork, with honest reporting and the same open math. Whatever workshare regime governs a given contract, it goes into the Staffing Playbook on day one, and you will always know which rules apply and where the numbers stand.

3.6 You will know where every position stands

Most primes rarely tell subcontractors when a position has been filled. Teammates find out when someone new shows up in the seat, after weeks of recruiting for a job that no longer existed. Not on our contracts. Every Blue Sky prime contract maintains a position status report, a running list of every open position, its current status, and every fill. Our program manager owns it and distributes



it to all teammates weekly. When a position fills, you hear it from us, promptly, so your recruiters spend their time on work that is real.

3.7 Hands off your people and your candidates

We work in small, highly cleared communities, and it is common for teammates on the same contract, Blue Sky included, to be competing for the same candidates. That competition is healthy, and we expect everyone to compete for candidates fairly. The competition ends the moment a candidate signs. Once you notify us that a candidate has signed a contingent offer with you, that candidate is yours. Blue Sky will not attempt to sign them. We ask every teammate to extend the same protection to one another. Blue Sky will not referee disputes between teammates, but a candidate poached from a teammate will not be submitted on the effort. Poached means actively recruited away. A person who applies on their own to an openly posted position has not been poached. Beyond candidates, we will not recruit your employees working on our contracts. This protection starts with disclosure, so register your candidates with us when the contingent offer is signed.

3.8 Backfill before broadcast

If you lose a position through no fault of your own, such as a resignation or a funding change, you get the first opportunity to backfill it before the opening goes to the full team. Our standard window is 20 business days, which assumes the departing employee provides at least 10 business days of notice so the seat is not gapped longer than the customer can tolerate. Where the customer needs to move faster, we will negotiate a shorter window to meet their needs and tell you why. A removal for performance does not automatically carry a backfill right.

3.9 Open customer relationships

Your relationships with the customer are an asset to the program, and we treat them that way. When a team works closely with a government customer, the line between technical need and contractual growth blurs quickly, and we understand that because we have lived it. So the line we draw is not whether you talked to the customer. The line is transparency. This protocol governs work under this contract and work that grows out of it. Your business with the customer that is unrelated to this contract is yours, and this document makes no claim on it. Customer engagement on a Blue Sky contract works in three zones.

Zone one, mission execution. Technical work, day to day customer conversations, anything within the current scope. Full latitude, no permission needed. That is why you are on the team.

Zone two, growth conversations. Follow-on work, scope expansion, new requirements the customer raises with you. Allowed and encouraged, with one rule. You do not need our permission, you need to keep us informed within one week of a substantive conversation. This obligation is reciprocal. If the customer raises work in your lane with us, we will tell you just as fast. Zone two includes conversations where you are pursuing work for yourself. You are free to compete for new



work, openly, and the one week rule still applies. Keeping us informed means written notice to the Blue Sky program manager or your subcontracts point of contact, and email is enough. Each Contract Staffing Playbook names the channel.

Zone three, circumvention. Negotiating contractual terms or pricing, representing the prime contractually, disparaging Blue Sky or its employees or other teaming partners to the customer, or diverting work that is already on this contract away from the team. Prohibited, and this is where consequences live.

The standard is simple. Conversations conducted in the open are never a problem, and telling us within the week keeps them in the open. What breaks trust is concealment, deliberately keeping us in the dark in order to work around the team.

This latitude comes with a matching commitment from us. Every Blue Sky prime contract will have a present, engaged program manager who knows the customer, carries the contractual load, and shows up. If a subcontractor ends up carrying the customer relationship because Blue Sky went absent, that failure is ours, and this document says so. And if our program manager is not meeting expectations, we expect you to inform their Blue Sky management so we can investigate and make it right.

3.10 Prompt payment

We pay you promptly in accordance with our negotiated payment terms. No artificial holdbacks. No retainage without a documented cause communicated to you in writing. If a government payment is late through no fault of yours, we will not go silent. We will tell you what we know and work the problem with you.

3.11 Fair teaming terms

Our teaming agreements are scoped to the specific opportunity. We will never demand a blanket non compete, a right of first refusal over your pipeline, or an exit fee for leaving the team. We have been handed those terms ourselves. We refused them, and we will not hand them to you.

Exclusivity deserves its own mention. There may be circumstances where exclusivity is advantageous to all parties involved, and we welcome that conversation. But it will always be a conversation. We will never pressure a subcontractor into an exclusive teaming agreement, we will never slip exclusivity into a draft and hope you do not catch it, and we will never refuse to team with a company because it declines to be exclusive.

3.12 Visibility into what affects you

You will see the portions of the prime contract that affect your work, and we will be transparent with you on the status of funding, options, and other timelines that affect you. If a descope is coming, we will tell you as early as we are permitted, not after your employee hears it in a hallway.



3.13 Credit for your work

Your work is yours to claim. Cite it in your past performance and in your proposals, and we will confirm it honestly and promptly when asked. Your people keep their company identity on the contract. We will not rebadge your team as Blue Sky in front of the customer.

3.14 Your intellectual property stays yours

Background IP you bring to the program remains yours. We will ask only for the rights the contract requires us to obtain, and we will flow down the IP rights the government flows down to us, nothing broader. If we ever need more than that, we will negotiate for it openly rather than bury it in boilerplate.

3.15 A real relationship, measured

You will have a named Blue Sky subcontracts point of contact with a stated response standard. When possible, you will be included in program reviews. Disputes escalate principal to principal before they go to lawyers. And once a year we will ask every subcontractor to grade Blue Sky and provide feedback against this document. The results go on our company scorecard, where our leadership team reviews them the same way we review revenue. That said, your feedback is always welcome to help us perform better as a team.

4.0 What Blue Sky Expects From You

1. Follow the process. Every contract has a Staffing Playbook and a communication protocol. They apply to everyone on the contract, including Blue Sky, and we expect you to work within them.
2. Keep us in the loop. The broad latitude in zone two exists because of the one week disclosure rule. Use the latitude, honor the rule.
3. Act in good faith with the customer. Advocate for the program and the team. Do not disparage Blue Sky or any teammate to the customer, do not divert work that is already on this contract away from the team, and do not act in bad faith to undermine Blue Sky's position with the customer. Competing openly under zone two is not bad faith.
4. Hands off your teammates' people. We expect every teammate to extend the signed candidate protections in this document to one another. A candidate poached from a teammate will not be submitted on the effort.
5. Register your candidates. The anti-poaching protections only work if we know who your candidates are. Tell us when contingent offers are signed.
6. Submit honest resumes. The credibility of the whole team rides on every submission.



7. Deliver what you commit. Staff the positions you win, meet the quality bar, and support your people.

8. Tell us early when something is wrong. A staffing gap, a performance issue, an unhappy customer. Bad news early is a professional courtesy. Bad news late is a breach of trust.

5.0 The Contract Staffing Playbook

Every Blue Sky prime contract gets a Contract Staffing Playbook. The playbook is where the commitments in this document become mechanics, and it is written once, shared with every teammate, and followed by everyone on the contract, including Blue Sky. At minimum it covers

1. How open positions and resume calls are announced to the team.
2. Submission format and process, including the government's preferred submission mechanism, rolling or batched, the standard that positions stay open to submissions until filled, and Blue Sky's two business day pass through of complete packages into the first available window.
3. How customer feedback and selection decisions are relayed to teammates.
4. The weekly position status report. A running list of every open position, its status, and every fill, owned by the Blue Sky program manager and distributed to all teammates weekly. Where the government customer runs its own open position board or tracking spreadsheet, ours will mirror it.
5. Backfill windows and the notice expectations that support them.
6. The customer communication protocol, including the three zones and the one week disclosure procedure.
7. Any limitations on subcontracting, performance of work requirements, or award fee metrics tied to prime performance that apply to the contract, and how compliance is tracked and reported to teammates.
8. Named points of contact and response standards on both sides.

6.0 When Trust Breaks

Most teammates will never see this section in action. It exists because some will, and everyone deserves to know in advance how Blue Sky responds.

First, a direct conversation, principal to principal. We assume good intent once, and we say what we saw.

Second, a written cure notice. The specific behavior, the specific fix, the specific timeline.



Third, consequences scoped to the breach. Growth conversations move to prior notice mode, and backfill priority and new work bid rights on the contract are suspended.

Fourth, possible removal from the contract under the terms of the subcontract, and no future teaming with Blue Sky.

We will never penalize a subcontractor for honest customer engagement done in the open.

7.0 Closing

Blue Sky was built by people who spent years as subcontractors to primes that treated the relationship as leverage. We prime differently. These principles are the standard, and we expect to be held to it.

If you believe Blue Sky is not living up to these principles, tell us, and we will hear you out and fix what needs fixing. Start with your Blue Sky subcontracts administrator. If that does not resolve it, go to our Director of Contracts, then to our CFO, and ultimately to the CEO. No door in that chain is closed to you.

Customer success is job one. Clear, honest, and timely communication is how we get there together. We look forward to succeeding with you, for our customers.

Tim Tkacz

Chief Executive Officer, Blue Sky Innovators

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