This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation: quotes are being requested and a written solicitation shall not be issued. The solicitation number is 70US0926Q70092765and is issued as a Request for Quote (RFQ) for Tents Rentals. The solicitation document and incorporated provisions and clauses are those in effect through the Federal Acquisition Federal Acquisition Circular 2025-03 effective January 17, 2025. This solicitation is Unrestricted (Full and Open) and the associated North American Industry Classification System (NAICS) Code 532490 Other Commercial and Industrial Machinery and Equipment Rental and Leasing and (W083 — LEASE OR RENTAL OF EQUIPMENT – TEXTILES, LEATHER, FURS, APPAREL AND SHOE FINDINGS, TENTS AND FLAGS). The anticipated Period of Performance will be July 27, 2026-January 26, 2028. The Government intends to award a 30-month Blanket Purchase Agreement (BPA) from this solicitation.

FAR 52.212-1 Instructions to Offerors - Commercial Items. (SEP 2023) is applicable to this solicitation.

FAR 52.212-2, Evaluation-Commercial Products and Commercial Services (NOV 2021) and the specific evaluation criteria to be included in paragraph (a) of that provision is applicable to this solicitation.

Selection of award shall be based on Lowest Price Technically Acceptable. To be technically acceptable all requirements must be met in accordance with the attached Statement of Work. All specifications must be met or exceeded.

In order to be technically acceptable, attendance of the site visit July 7, 2026 is required.

Attendance by both the prime contractor and all relevant subcontractors is required.

Please ensure that all necessary personnel are present and bring any required documentation or materials for discussion.

A completed copy of the provision FAR 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services (MAY 2024) must be included with Offerors proposal. If you have completed the annual representations and certifications electronically through the System for Award Management (SAM), then provide a statement as such and it shall be verified.

FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (NOV 2023), applies to this acquisition. Potential offerors are hereby notified that the solicitation and subsequent amendments to the solicitation shall only be available by downloading the documents at the SAM Website at https://sam.gov. By submitting a response to this solicitation, the vendor shall be self- certifying that neither the offeror nor the principal corporate officials and owners are currently suspended, debarred, or otherwise ineligible to receive contracts from any Federal Agency.

Site Visit Requirement

The Site Visit location details in Sterling, VA will be provided once the attendee's information has been received via the Clearance Form (Attachment A). A maximum of two (2) attendees per vendor is allowed. The due date to submit the Clearance Form in order to attend the Site Visit is July 2, 2026, at 10:00 AM, EDT. The Clearance Form shall be submitted to the Contracting Officer, Jade Gaston at jade.gaston@usss.dhs.gov and Contract Specialist, Taylor Haire at taylor.haire@usss.dhs.gov (please be sure to include BOTH Jade Gaston & Taylor Haire when submitting The Clearance Form). No late Clearance Forms will be accepted.

Additional Requirements

- The mobile office trailers and storage container will be used throughout a golf course property.
- The contractor assumes full liability for any property damage they cause during the performance of their services.
- All items shall be in great condition, no sign of wear and tear.
- The contractor shall be "on-call" during rental period for service calls.

  - The contractor shall provide the USSS POC(s) listed in Section 1.6 with the contact information of the authorized representative(s) that can be contacted during the rental period.
  - The contractor shall respond to all service calls (issues with the equipment) within two (2) hours of being contacted by the USSS POC.
- The contractor shall be responsible for off and on loading equipment and materials.
- All items must be installed/removed by the time designated stated by USSS POC.
- Only vendors who attend the site visit can submit a quote.
- Contractors must be registered in the System Award Management (SAM). If you are not already registered with SAM and wish to do so, please go to www.fsd.gov.

Offeror Questions/Clarifications

All offeror questions and clarifications pursuant to this RFQ must be requested to the Contracting Officer, Jade Gaston at jade.gaston@usss.dhs.gov and Contract Specialist, Taylor Haire, taylor.haire@usss.dhs.gov no later than July 10, 2026 at 1:00 PM, EDT. No additional questions and/or clarifications will be accepted after that date and time. The Government reserves the right not to provide a response for any Offeror question/clarification. If the Contracting Officer determines that a request cites an issue of significant importance, the Government shall provide a written response to all offerors.

The Government shall not provide information in response to telephone calls. Contacting other USSS personnel regarding this solicitation in an attempt to gain procurement-sensitive information may result in disqualification from the evaluation process. Written responses to all Offerors questions/clarifications shall be published on sam.gov no later than July 13, 2026 at 1:00 PM. EDT.

Quote Submission Due Date

Quotes shall be submitted to the Contracting Officer, Jade Gaston at jade.gaston@usss.dhs.gov and Contract Specialist, Taylor Haire at taylor.haire@usss.dhs.gov, no later than July 17, 2026 at 1:00 PM, EDT. No late quotes will be accepted.

STATEMENT OF WORK (SOW)

RENTAL OF TENTS IN STERLING, VA

BLANKET PURCHASE AGREEMENT (BPA)

Part 1

GENERAL INFORMATION

1. Introduction:

The United States Secret Service (USSS) is a premier law enforcement agency with the responsibility to safeguard the nation's financial infrastructure and payment systems, preserve the integrity of the economy, and protect national leaders, visiting dignitaries, and designated sites. The dual financial and protective mission of the USSS is achieved through excellence in investigative and protective operations, leveraging advanced technology, and fostering partnerships with other law enforcement agencies and the community.

This is a non-personal services Blanket Purchase Agreement (BPA) to provide the USSS with the rental of tents needed for protective operations in Sterling, VA. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn, is responsible to the

Government.

1.1 Background:

The United States Secret Service (USSS) is tasked with securing venues and locations involving protected persons. Temporary structures, such as tents, are frequently used to support protective operations.

The USSS requires tents that meet stringent specifications for durability, weather resistance, rapid deployment, and integration with other security assets. This Statement of Work (SOW) outlines the requirements for the installation, maintenance, and removal of tents to support USSS protective missions.

By incorporating the rental of tents into a BPA, the USSS aims to ensure that adequate protection is in place for protectees in a timely manner. This approach will enable the USSS to maintain a secure environment for all protected individuals, thereby fulfilling its mission to protect and preserve the nation's security and integrity.

1.2 Objectives:

- Facilitate Personnel and Equipment Acquisition: Ensure the efficient acquisition of qualified personnel and specialized equipment necessary for the installation and placement of tents, thereby supporting a seamless execution of protective operations.

- Enhance Physical Security: Ensure that the protected site is equipped with tents that meet stringent specifications for durability, weather resistance, and integration with other security assets.

- Rapid Deployment and Flexibility: Facilitate the quick installation and removal of tents ensuring that security measures are in place whenever needed.

- Support for High-Profile Events: Provide reliable and timely rental for high-profile events and volatile projects, ensuring that temporary tents are available to protect national leaders and other protectees.

1.3 Scope:

The USSS requires the rental of various tents for protective operations to meet critical protective mission requirements. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items (i.e., personal protective equipment (PPE), labor, transportation, lifting equipment, etc.) and non-personal services necessary.

The contractor shall accomplish the following:

- Participate in planning walk-throughs at site venues with USSS (as needed).
- Work with the USSS to install and remove various tents in accordance with USSS established requirements in Sterling, VA.
- Deliver, within seventy-two (72) hours of trip completion, a report detailing the installation and any travel or extraordinary costs.

1.4. Specific Tasks:

1.4.1. Specifications:

Area 1: Seasonal

Item	Description	Size	Max QTY
Tent (Monthly Rental)	High peak tent with sidewalls (opening in the front) with lights	30'Wx60'L	1
Decking (Monthly)	Hard Flooring	30'Wx60'L	1

Area 2: "As Needed"

Item	Description	Size	Max QTY
Tent (Weekly)	Frame tent with sidewalls and lights (no center pole)	20'Wx60'Lx10'H	1
Tent (Weekly)	Frame tent with sidewalls and lights (no center pole)	10'Wx10'L	1

Area 3: Special Events

Item	Description	Size	Max QTY
Tent (Weekly Rental)	High peak tent with sidewalls and lights (no center pole)	30'Wx60'Lx10'H	1

- The contractor will be provided with as much advance notice as possible but must be able to execute with less than 12 hours' notice.

1.4.2. <u>Participation in Planning Walk-Throughs</u>:

- The contractor shall participate in planning walk-throughs at the site with USSS personnel as needed. Contractor shall coordinate planning walk-throughs with Call Order Detail Point of Contact (POC). These walk-throughs are essential for assessing the site conditions, identifying potential challenges, and coordinating the logistics for the installation and removal of the tent(s).

- The contractor shall provide knowledgeable and experienced personnel to attend these walk-throughs, ensuring that all relevant aspects of the project are thoroughly reviewed and discussed.

1.4.3. <u>Requirements Table</u>:

CLIN	Description
0001	Seasonal Tent
0002	"As Needed"
0003	Special Events

Note: Official pricing and the determination of fair and reasonable pricing shall be established at the individual Call Order level, as pricing will not be identified at the BPA level.

<u>BPA Ceiling Amount:</u>

The BPA will have a maximum ceiling amount equal to $260,000.00.

1.5 General <u>Information</u>:

1.5.1. Type of Contract /Ordering Period of Performance (PoP):

The Government will award a Firm-Fixed Price (FFP) BPA with a 30-month ordering period. The BPA award date will establish the start of the 30-month ordering period.

Ordering Period CLINs	Ordering Period Dates
CLINs 0001, 0002, and 0003	07/27/2026 – 01/26/2028

Applicable Wage Determination:

The applicable Department of Labor (DOL) Service Contract Act (SCA) Wage Determination shall be identified at the Call Order level.

1.5.2. Orders:

The rental of tents under this BPA will be performed through individual Call Orders issued by authorized USSS personnel, on a FFP basis. Each Call Order shall, at a minimum, specify the following for the project:

Project Scope of work:

The Call Order SOW shall detail specific tent requirements for the project. The SOW shall include delivery and pickup dates and times.

Project Location:

[Site Name]
[Address]
[City, ST, Zip code]

Project Estimated Dates/Service Timeframes:

Call Order shall detail the estimated tent(s) installation date/time and tent(s) removal date/time. Call Order shall identify a USSS POC to address any unforeseen changes to the estimated project dates/service timeframes due to itinerary schedule updates, availability, etc.

Project Points of Contact (POCs):

[Presidential Protective Division (PPD) POC(s): Name, Phone Number]
[Operations (OPS) POC: Name, Phone Number]
[Contracting Officer Representative (COR) POC(s): Name, Phone Number]

1.5.3. Place of Performance:

Sterling, VA Specific project site will be identified at the Call Order Level.

1.5.4. Privacy Act:

Personnel who have access to Privacy Information shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

All data provided to the contractor by the government and/or developed by the contractor for the government shall be treated as Sensitive but Unclassified (SBU).

All other information relating to the items to be delivered or services to be performed under this order may not be disclosed by any means without prior approval by the CO.

Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor will not release to any person/entity the name of the agency procuring the items/services of this requirement to include any subcontractors at any tier.

1.5.5. Security/Safeguarding Requirements:

The clearance level for this BPA is unclassified. However, all personnel working under this BPA must be U.S. citizens. This includes both prime and subcontracted personnel. All contractor personnel involved, including on-site support, will undergo a security background check by the USSS. The contractor shall provide only personnel who can successfully pass the background investigation.

The contractor shall provide the following information about its employees and subcontractors who may have direct or indirect access to information provided by the USSS:

1) Employee's full name.
2) Employee's date and place of birth.
3) Employee's race and sex.
4) Employee's social security number.

The USSS will conduct a background check of all named personnel. The results of these checks will be used solely by the USSS in evaluating personnel. Contractor employees shall undergo a favorable Suitability Assessment as determined by the USSS's Security Management Division's (SMD), Clearance and Access Branch (CAB) prior to performing any work within USSS's controlled access facilities, or on USSS's information technology systems. Additional Suitability Assessments will be required for continued work requirements as determined by SMD-CAB, but no less than once every two (2) years.

When work performance requirements exceed non-Sensitive standards, additional Suitability Assessment reviews will be required prior to access being granted, specifically:

Contractor employees who provide support in Low-Risk positions must have undergone a minimum of a Tier 1/NACI (National Agency Check and Inquiries) level background investigation within the last 10 years; or otherwise, be the subject of a favorable USSS controlled Tier 1/NACI background investigation.

The Call Order Detail POC is responsible for determining the contractor employee's position description level as being either Non-Sensitive, Low Risk, Moderate Risk, or High Risk. Call Order Detail POC will also make the determination when contract employees require access to USSS controlled Information Technology systems, unless otherwise stipulated within the SOW.

The contractor shall submit to the Call Order Detail POC the following completed documentation for each contract employee requiring access to USSS's controlled access facilities, to satisfy initial and/or recurring (as requested by the Call Order Detail POC) Suitability Assessments:

- SSF 3237: US Secret Service Facility Access Request
- SSF 4024: US Secret Service Non-Disclosure Agreement
- SSF 3030A: Financial Disclosure/Credit Release

For sensitivity positions determined as Low Risk, Moderate Risk, or High Risk; or, for positions that require access to USSS controlled Information Technology systems, the contractor shall submit to the Call Order Detail POC (only when requested) the following completed form:

- SF 85P: Questionnaire for Public Trust Positions

All non-classified USSS information is considered "Sensitive But Unclassified" and must be protected as such. Any USSS information that is to be taken off-site must be approved in advance by the USSS CO.

General Safeguarding Requirements:

The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use.

1.5.6. Contracting Officer (CO) Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract/order: perform inspections necessary in connection with contract performance: maintain written and oral communications with the contractor concerning technical aspects of the contract/order: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor contractor's performance and notifies both the CO and contractor of any deficiencies; coordinate availability of GFP, and provide site entry of contractor personnel. A letter of appointment issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.7. Key Personnel:

The contractor shall provide a point of contact (POC) who shall be responsible for the tent rental BPA and any Call Orders issued against the BPA. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the CO. The POC or alternate shall have full authority to act for the contractor on all BPA matters.

1.5.8. Identification of Contractor Employees:

All contractor personnel attending meetings and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.5.11. Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this BPA may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.5.12. Safety and Compliance:

The Contractor shall adhere to all safety regulations and guidelines to ensure a safe working environment. This includes the use of appropriate PPE and adherence to Occupational Safety and Health Administration (OSHA) standards (https://www.osha.gov/).

1.5.13. Contractor Liability:

The contractor shall be liable to pay for any/all damages sustained to any property in the movement and installation/removal of tents and equipment.

1.5.14. Data Rights:

The Government has unlimited rights to all documents/material produced under this BPA. All documents and materials produced under this BPA shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. (Examples: event drawings, plans, and Computer-Aided Designs (CADs))

PART 2

DEFINITIONS & ACRONYMS

2. Definitions and Acronyms:

2.1. Definitions:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER (CO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3. DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.4. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.5. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.2. Acronyms:

BPA	Blanket Purchase Agreement
CAB	Clearance and Access Branch
CAD	Computer-Aided Design
CO	Contracting Officer
COR	Contracting Officer Representative
DOL	Department of Labor
FFP	Firm Fixed Price
FTR	Federal Travel Regulation
GFP	Government-Furnished Property
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Administration
POC	Point of Contact
PPE	Personal Protective Equipment
SBU	Sensitive But Unclassified
SCA	Service Contract Act
SMD	Security Management Division
SOW	Statement of Work
TE	Technical Exhibit
TM	Time and Material
TSD	Technical Security Division

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS:

The Government will provide the following equipment for each Call Order issued against the BPA: Ballistic Glass Panels and Support Stands. The Contractor shall coordinate with the identified POCs for the receipt, use, and return of GFP. The Contractor shall follow all instructions provided by the POCs regarding the handling and management of GFP.

PART 4

CONTRACTOR DELIVERABLES

The Contractor shall provide a series of deliverables to ensure effective communication, transparency, and continuous improvement throughout performance. These deliverables are essential for monitoring progress, addressing any issues, and refining processes for future operations. The deliverables include periodic status meetings, periodic status reports, and after-action reports, each of which is detailed below:

- **Periodic Status Meetings:** The contractor shall attend and participate in periodic status meetings with designated USSS personnel. These meetings shall include the CO, COR, and other designated USSS personnel. The contractor shall prepare status input and provide any necessary documents for all meeting attendees. The contractor shall discuss at a minimum, the periodic status report submitted and any outstanding issues.

- **Periodic Status Report:** At times agreed upon between the USSS and the contractor, the contractor shall provide periodic status reports with updates regarding meeting schedule, price, and requirements targets.

- **After Action Report:** For each installation, the contractor shall submit a detailed after-action report within forty-five (45) days after the end of the event. The report shall include:

    - General Installation Information: A snapshot of the installation in terms of number of systems, scope, and operations.
    - Final Event Invoice: As a part of the final report, the contractor shall include the final invoice that covers all costs.
    - Lessons Learned: Information on what worked well and what could be improved.
    - Recommendations: The contractor's recommendations for future events to improve planning, coordination, ordering, price, etc.

CONTRACT PROVISIONS

Clauses incorporated by full text:

52.204-22 Alternative Line-Item Proposal. (Jan 2017)

(a) The Government recognizes that the *line items* established in this *solicitation may* not conform to the

Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the *Offeror* is invited to propose alternative *line items* for which bids, proposals, or quotes are requested in this *solicitation* to ensure that the resulting contract is economically and administratively advantageous to the Government and the *Offeror*.

(b) The *Offeror may* submit one or more additional proposals with alternative *line items*, provided that alternative *line items* are consistent with subpart 4.10 of the Federal *Acquisition* Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. *Offers* that do not comply with the *line items* specified in this *solicitation may* be determined to be nonresponsive or unacceptable.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the

Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
(e) *Disclosures.*
(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(c)
(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Jun 2020)

(a) *Definitions*. As used in this provision-

Person—

(1) Means–

(i) A natural *person*;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International *Emergency* Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The *offeror shall* e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal *Acquisition* Regulation (FAR) 25.703-4, by submission of its *offer*, the *offeror*—

(1) Represents, to the best of its knowledge and belief, that the *offeror* does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the *offeror*, or any *person* owned or controlled by the *offeror*, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum *products* in Iran, sale and provision of refined petroleum *products* to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the *offeror*, and any *person* owned or controlled by the *offeror*, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency* Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked *Persons* List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This *solicitation* includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The *offeror* has certified that all the offered *products* to be supplied are designated country *end products* or designated country *construction* material.

(End of provision)

CLAUSES

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION 26-10, Revision 2) (effective April 27, 2026)

(a) Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov.

(End of clause)

Clauses incorporated by reference:
52.203-5 Covenant Against Contingent Fees. (May 2014)
52.203-6 Restrictions on Subcontractor Sales to the Government. (Jun 2020)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)
52.204-12 Unique Entity Identifier Maintenance (OCT 2016)
52.204-13 System for Award Management Maintenance. (OCT 2018)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (DEC 2023)
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)
52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)
52.211-16 Variation in Quantity (APR 1984)
52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023)

52.215-19 Notification of Ownership Changes. (OCT 1997)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (JUN 2020)
52.232-11 Extras. (APR 1984)
52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-13 Bankruptcy. (JUL 1995)

Clauses incorporated by full text:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (JAN 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11)

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

__(ii) Alternate I (DEC 2023) of 52.204-30.

_X_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

_X_ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (17) [Reserved]
_X_ (18)
(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
__(ii) Alternate I (MAR 2020) of 52.219-6.
__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
__(ii) Alternate I (MAR 2020) of 52.219-7.
__ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (1)).
__ (21) (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
__(ii) Alternate I (NOV 2016) of 52.219-9.
__(iii) Alternate II (NOV 2016) of 52.219-9.
__(iv) Alternate III (JUN 2020) of 52.219-9.
__(v) Alternate IV (SEP 2023) of 52.219-9.
__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
__(ii) Alternate I (MAR 2020) of 52.219-13.
__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
__ (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).
__(ii) Alternate I (MAR 2020) of 52.219-28.
__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
_X_ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
_X_ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
__ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
__ (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
__(ii) Alternate I (FEB 1999) of 52.222-26.
_X_ (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
__(ii) Alternate I (JUL 2014) of 52.222-35.
_X_ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
__(ii) Alternate I (JUL 2014) of 52.222-36.
_X_ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
_X_ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X_ (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
_X_(41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).
__ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__(47)(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
__(ii) Alternate I (JAN 2017) of 52.224-3.
_X_ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
__(ii) Alternate I (OCT 2022) of 52.225-1.
_X_(49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__(ii) Alternate I [Reserved].
__(iii) Alternate II (JAN 2025) of 52.225-3.
__(iv) Alternate III (FEB 2024) of 52.225-3.
__(v) Alternate IV (Oct 2022) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
_X_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).
__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
_X_ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
__ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
_X_ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
__ (65)
(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__(ii) Alternate I (APR 2003) of 52.247-64.
__(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
_X_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
_X_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
_X_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or

to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

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

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

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

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

(vii)

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

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

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

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

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

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

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

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

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

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

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

(xxii)

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

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

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

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

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

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

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

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

USSS Terms and Conditions

HSAR 3052.242-72 Contracting officer's representative. (DEC 2003)

a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to theContractor within five working days after contract award or for construction, not less than five working days prior

to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

Unauthorized Use of the U.S. Secret Service Name

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of clause)

Electronic Submission of Payment Requests Electronic Submission of Payment Requests

a) Definition. "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.