

Memorandum



Date: September 1, 2026

Agenda Item No. 8(H)(1)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Retroactively Ratifying an Agreement with the U.S. Department of Homeland Security, Customs and Border Protection Agency, for use of Trail Glades Range Facilities for training purposes.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution retroactively ratifying an Agreement between Miami-Dade County (County) and the U.S. Department of Homeland Security, Customs and Border Protection (CBP), for a one-year term authorizing CBP's use of the Trail Glades Range (TGR) for training and qualification purposes. CBP has utilized the range facilities since 2010, maintaining a positive working relationship with the County.

Scope

Trail Glades Range is owned by the County and operated by the Parks, Recreation and Open Spaces Department ("PROS"). The facility is located at 17601 S.W. 8th Street within Commission District 12, represented by Commissioner Juan Carlos Bermudez. This TGR serves residents throughout Miami-Dade County; therefore, the scope is countywide.

Delegation of Authority

This item ratifies the agreement between the County and CBP and authorizes the County Mayor or County Mayor's designee to implement the agreement, exercise termination and other contractual remedies, execute amendments and other documents required, following approval by the County Attorney's Office as to legal sufficiency provided that the County Mayor or Mayor's designee are only delegated the authority to execute amendments that do not have a negative fiscal impact on the County. This item also seeks delegated authority for the County Mayor or County Mayor's designee to enter into substantially similar agreements with the CBP in the future for the use of TGR provided that the agreements are reviewed by the County Attorney's Office for legal sufficiency and do not create a negative fiscal impact on the County.

Fiscal Impact/Funding Source

Since 2010, TGR has provided similar services to CBP under previous agreements. The new Agreement is estimated to provide the County revenue of up to \$16,640 per month, resulting in a total contract value of approximately \$216,320. This continued partnership provides a reliable revenue source for the County.

Track Record/Monitor

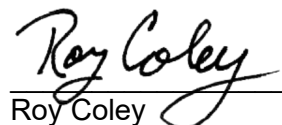
The Parks, Recreation and Open Spaces Department's Assistant Director of Finance and Administration, Robert Villar, will oversee compliance with the terms and conditions of the Agreement.

Background

TGR is a public facility that offers a wide array of shooting and training resources, including gun range and trap-and-skeet fields. In addition to its facilities, TGR provides safety classes, concealed-weapons courses, and rental options for qualified groups.

The CBP required that the County execute the Blanket Purchase Agreement (BPA) No. 70B03C26A00000008 (Attachment A), in order for CBP to utilize TGR. PROS will provide CBP with access to ranges, classroom space, restrooms, parking areas, and an open field to support CBP's training operations. CBP officers require quarterly training and firearms qualifications, and TGR is equipped to meet these needs, including advanced enforcement and Special Response Team training.

Attachment: U.S. Customs and Border Protection Agency Agreement.

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley
Deputy Mayor

ATTACHMENT A

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 26

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NUMBER (if any) 70B03C26A00000008		6. SHIP TO:	
3. ORDER NUMBER		4. REQUISITION/REFERENCE NUMBER 0020155140		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Border Enforcement Contracting Division 1300 Pennsylvania Ave, NW Washington DC 20229				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR MIAMI-DADE COUNTY				8. TYPE OF ORDER	
b. COMPANY NAME DBA PARKS & RECREATION DEPT				☒ a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 275 NW 2ND ST 5TH FLOOR				☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MIAMI		e. STATE FL		f. ZIP CODE 33128-1710	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT	
☐ a. SMALL	☒ b. OTHER THAN SMALL	☐ c. DISADVANTAGED	☐ d. WOMEN-OWNED	☐ e. HUBZone	Not applicable	
☐ f. SERVICE-DISABLED VETERAN-OWNED	☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	☐ h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				

13. PLACE OF		14. GOVERNMENT B/L NUMBER		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 08/10/2026		16. DISCOUNT TERMS Within 30 days Due net	
a. INSPECTION	b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections)						
ITEM NUMBER (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
10	South Florida Fire Range - Base Year	1.000	AU			

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NUMBER		17(h)TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME See IPP Invoicing Instructions						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						
c. CITY			d. STATE	e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)
ROBERT J KAY
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

MDC004

DATE OF ORDER	CONTRACT NUMBER (if any) 70B03C26A00000008	ORDER NUMBER	PAGE OF PAGES 2 26
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.

NOTES:

This document establishes a firm-fixed price Blanket Purchase Agreement (BPA) 70B03C26A00000008 with Miami-Dade County Parks and Recreation for firing range and facility rental services for the CBP Miami Area. BPA estimated total \$288,000. BPA Call Ceiling limit is \$288,000 for Ordering Period One.

The contractor shall provide these services in accordance with the terms and conditions of this BPA and the Statement of Work (SOW).

COR: Dylan Comes Back Holy, 305-849-4098, dylan.s.comesbackholy@cbp.dhs.gov
Contracting Officer: Robert Kay, 317-614-4824, robert.j.kay@cbp.dhs.gov

Period of Performance:

Ordering Period One (1): 4/1/2026 – 3/31/2027

A separate funded Task Order will be issued for Ordering Period One (1)

-Ordering Period One (1): Main Firing Range Rental: \$130/hour, Tactical Range: \$71.76/hour.

By accepting this purchase order, the vendor agrees to register with System for Acquisition Management (SAM), receive payment via electronic funds transfer (EFT), and keep an updated and active SAM account throughout the duration of the service period of this purchase order. To register with SAM, visit: <https://www.sam.gov/index.html>

By accepting this BPA, the vendor agrees to all of the terms and conditions.

MONTHLY INVOICES:

In accordance with G.5 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016), payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). To constitute a proper invoice, the monthly payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: [HTTPS://WWW.IPP.GOV](https://WWW.IPP.GOV). Vendor assistance with IPP enrollment can be obtained by contacting IPPCUSTOMERSUPPORT@FMS.TREAS.GOV or phone: (866) 973-3131. Any questions pertaining to IPP may be directed to: IPP_INVOICES@CBP.DHS.GOV.

Only a contracting officer may authorize changes to this order. If any changes are required, please notify the contracting officer, Robert Kay at 317-614-4824 or robert.j.kay@dhs.gov.

Contractor Acknowledgement:

This order is hereby accepted on behalf of Miami-Dade County Parks and Recreation:

Printed Name:

Signature:



Roy Coley
Chief Utilities and Regulatory Services Officer
Office of Mayor Daniella Levine Cava

TERMS AND CONDITIONS**U.S. CUSTOMS and BORDER PROTECTION**

Supplemental Clauses/Provisions

Commercial Item Acquisitions

BPA Number: 70B03C26A00000008

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	South Florida Fire Range - Base Year	1.000	AU		

Total Funded Value of Award:

\$0.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0936260000Z26W26500TT0400000000 AS0102525 TAS# 07020262026 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 909 SE First Ave Miami, FL 33131	10	1.000	

II.1 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): www.acquisition.gov . [Insert one or more Internet addresses]

(End of clause)

II.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**II.3 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)****II.4 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)****II.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)****II.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

II.7 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- ☐ 3052.247-70 F.o.B. Origin Information.
 - ☐ Alternate I
 - ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☐ 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☐ 3052.204-71 Contractor Employee Access.

☐ Alternate I

☐ Alternate II

☐ 3052.204-72 Safeguarding of Controlled Unclassified Information.

☐ Alternate I

☐ 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☐ Alternate I

☐ 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.209-73 Limitation on Future Contracting.

☐ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

☐ 3052.219-71 DHS Mentor Protégé Program.

☐ 3052.228-70 Insurance.

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☒ 3052.242-72 Contracting Officer's Representative.

(End of clause)

II.8 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (NOV 2024)

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

(1) *Commercial*, as applied to an item described in paragraph(b) of this clause, means an item of supply, whether an end item or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) *Component* means any item supplied to the Government as part of an end item or of another component.

(3) *End Item* means supplies delivered under a line item of this contract.

(4) *Non-commercial*, as applied to an item described in paragraph (b) or (c) of this clause, means an item of supply, whether an end item or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) *Qualifying country* means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) *United States* includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

- (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.
- (c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end items or components, that have been grown, reprocessed, reused, or produced in the United States:
 - (1) Cotton and other natural fiber products.
 - (2) Woven silk or woven silk blends.
 - (3) Spun silk yarn for cartridge cloth.
 - (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
 - (5) Canvas products.
 - (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).
- (d) This clause does not apply--
 - (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
 - (2) To the covered items in paragraphs (b) and (c) of this clause containing non compliant fibers when the total value of the non-compliant fibers contained in the end item does not exceed 10 percent of the total purchase price of the end item; or
 - (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of Clause)

II.9 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (AUG 2025)(DEVIATION 25-19)

(a) Definitions. As used in this clause--

Commercial and Government Entity code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Active registration.

- (1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at <https://www.sam.gov> during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.
- (2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information.

Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements.*

- (1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
 - (i) Change the legal business name in SAM;
 - (ii) Comply with the requirements of FAR part 42; and
 - (iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.
- (2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees.*

- (1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.
- (2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) *Communicating changes.* The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

II.10 52.209-10 PROHIBITION on CONTRACTING with INVERTED DOMESTIC CORPORATIONS (NOV 2025)(DEVIATION 25-27)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or

subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

II.11 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall –

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment* –

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall –
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if –
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.

- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

- (r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services;
 - (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) Other contract clauses incorporated in the solicitation or contract;
 - (4) Addenda to this solicitation or contract;
 - (5) Solicitation provisions incorporated in the solicitation;
 - (6) Other paragraphs of this clause;
 - (7) Other documents, exhibits, and attachments; and
 - (8) The specification.
- (s) *Unauthorized obligations.*
- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
 - (2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
- (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 part 4, longer period required by statute, or periods specified in 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 clause 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.

- (u) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

II.12 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2025)(DEVIATION 26-03)

- (a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
 - (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
- (b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts-
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.
- (d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
 - (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
 - (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.
 - (2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.]*
The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
 - (3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]*
 - (4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]*
 - (5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]*
 - (6) HUBZone joint venture eligible under the HUBZone Program. *[Complete only if the offeror is a HUBZone small business concern.]* The offeror represents, as part of its offer, It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. *[Contractor to sign and date and insert authorized signer's name and title. _____]*

(End of clause)

II.13 52.223-23 SUSTAINABLE PRODUCTS (OCT 2025) (DEVIATION 26-12)

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

Sustainable product means—

- (1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).
- (2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> , <https://www.energystar.gov/products?s=mega> , and <https://www.energy.gov/femp/low-standby-power-product-list>).
- (3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program 7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).

- (4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).
- (b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—
- (1) Delivered to the Government;
 - (2) Furnished for use by the Government;
 - (3) Incorporated into the construction of a public building or public work; or
- (c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

II.14 52.233-1 DISPUTES (AUG 2025) (DEVIATION 25-25)

- (a) *Definitions.* As used in this clause—

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

- (b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.
- (d)(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification must state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h)(1) The Government must pay interest on the amount found due and unpaid from the date that—

- (i) The Contracting Officer receives the claim (certified, if required); or
 - (ii) Payment otherwise would be due, if that date is later, until the date of payment.
- (2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.
- (i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

(End of clause)

II.15 52.233-3 PROTEST AFTER AWARD (AUG 2025) (DEVIATION 25-25)

- (a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

II.16 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (AUG 2025) (DEVIATION 25-25)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

II.17 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (AUG 2025) (DEVIATION 25-23)

- (a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

- (b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
- (1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
 - (2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
 - (3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act-covered foreign entities.

(1) *Prohibition.* The Contractor is prohibited from—

- (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
- (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
- (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

- (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
- (ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
 - (A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
 - (B) 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) *Office of Foreign Assets Control Restrictions.*

- (i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
 - (A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.
 - (B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
 - (C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

- (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
- (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
- (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
- (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

- (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts, DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.
- (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.*(g) Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.*(h) General report.*

- (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
 - (i) Contract number and order number, if applicable;
 - (ii) The specific prohibition the product or service is not complying with;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

- (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
 - (vii) Whether alternative products or services are available that would comply with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions implemented or recommended.
- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
- (i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
 - (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
- (4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
- (i) *New FASCSA orders report.*
- (1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
 - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
 - (3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
 - (i) Contract number and order number, if applicable;
 - (ii) Name of the covered article or source subject to a FASCSA order;
 - (iii) The specific FASCSA order the product or service does not comply with;
 - (iv) The elements of (h)(1)(iii) through (ix) of this clause.
- (j) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

II.18 52.244-6 SUBCONTRACTS for COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (SEP 2025) (DEVIATION 25-34)

- (a) *Definitions.* As used in this clause—

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401.

(b) *Requirements.*

- (1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
- (2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.219-8*	Utilization of Small Business Concerns	Jan 2025
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-50	Combating Trafficking in Persons	Nov 2021
52.222-50	"With Alt I Combating Trafficking in Persons, Alternate I"	Mar 2015
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
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	May 2014
52.222-54	Employment Eligibility Verification	Jan 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.224-3	Privacy Training	Jan 2017
52.224-3	"with Alt I Privacy Training, with Alternate I"	Jan 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	Oct 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.240-3	Security Prohibitions and Exclusions	DATE
52.240-3	"with Alt I Security Prohibitions and Exclusions, with its Alternate I"	DATE
52.240-4	Security Requirements	DATE
52.240-4	"with Alt II Security Requirements, with its Alternate II"	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Nov 2021

* Include only if the subcontract offers 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.

- (c) *Subcontracts.* The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

ADDITIONAL CLAUSES OR PROVISIONS

II.19 TAXPAYER IDENTIFICATION NUMBER

****PLEASE INCLUDE TAXPAYER IDENTIFICATION NUMBER ON ALL INVOICES SUBMITTED**

[End of Clause]

II.20 SAM REGISTRATION

****BY ACCEPTING THIS ORDER, THE VENDOR AGREES TO REGISTER AT WWW.SAM.GOV AND RECEIVE PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT)**

[End of Clause]

II.21 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Price Blanket Purchase Agreement.

[End of Clause]

II.22 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from 04/01/2026 through 03/31/2027.

[End of Clause]

II.23 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.24 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2024)

1. Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).
2. "*Payment request*" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.
3. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (The Contracting Officer is required to list the documentation required under this contract. If no documentation is required, enter "none".):

- _____ Invoice _____
- _____
- _____
- _____
- _____

4. The IPP was designed and developed for Contractors to enroll, access, and use IPP for submitting requests for payment.

- a. If the Contractor is not registered in IPP, CBP will initiate a request to the U.S. Department of Treasury to grant access. The Contractor's System for Award Management (SAM) accounts receivable point of contact will receive an email notification from the U.S. Department of Treasury with instructions to register with ID.me or Login.gov.
 - b. Once registered, the Contractor is required to log in to the IPP Application at <https://www.ipp.for.fiscal.treasury.gov/> and submit their invoices.
5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer. The Contracting Officer will provide the waiver request form to the Contractor to complete upon request.
 6. In accordance with FAR 32.904(b), the Contracting Officer, in conjunction with the COR will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.
 7. Contractor assistance with the use of IPP can be obtained by emailing the U.S. Treasury IPP Customer Support at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131.

(End of Supplementary Term and Condition)

II.25 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.26 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this

communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

II.27 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
 (Contractor)
 [Position or Professional Title]
 [Company Name]
 Supporting the XXX Division/Office
 U.S. Customs & Border Protection

[Phone]
 [FAX]
 [Other contact information as desired]

[End of Clause]

II.28 CONTRACT SERVICES NOT REQUIRING A BACKGROUND INVESTIGATION (MAY 2022)

Pre-screening security requirement

Contractors and subcontractors entering a CBP-controlled facility are required to complete requisite pre-screening security checks and are subject to a criminal history and limited background check utilizing the National Crime Information Center (NCIC) system. This request is to be submitted at least 72 hours prior to the date and time where access is required on OMB Form Control No. 3206-0277. Email requests to SMDSECURITYSERVICESBRANCH@cbp.dhs.gov or fax to the Office of Professional Responsibility, ATTN: Security Management Division at **202-344-1860**.

All contractors and subcontractors must be sponsored by a CBP employee or contractor who are in possession of a valid Personal Identity Verification (PIV) card. Contractors and subcontractors who have not been issued a PIV card must be continually escorted upon entering a CBP-controlled facility. CBP's Chief Security Officer (CSO), or their designated official, may deny, revoke, or refuse entry to any individual into CBP's facilities when it has been determined they pose a security or safety risk to personnel or property.

Definitions

Escorted Access –A limited form of access that requires an authorized individual to accompany a visitor while physically located in a CBP-controlled facility.

National Crime Information Center (NCIC) – A computerized index of criminal justice information that is available 24 hours a day to assist in the prompt disclosure of criminal justice and related law enforcement issues to authorized agencies.

Screening – Access eligibility verification which includes, but is not limited to, criminal history checks, foreign visitor screening, and physical body/baggage scanning (e.g., NCIC, magnetometer and x-ray scans).

Sponsor – A CBP authorized individual to accompany a visitor while inside a CBP-controlled facility.

Visitor – Any individual sponsored for physical access to a CBP-controlled facility who does not have unaccompanied facility access approved by CBP and requires an escort while in a CBP-controlled facility. This includes contractors or subcontractors that have not completed any contractual background investigation requirements.

(End of Supplementary Term and Condition)



**US Customs and Border Protection
Miami and Tampa Field Office
Statement of Work
South Florida Firing Range
PR 20155140
April 01, 2026**



1. **ORGANIZATION:** U.S. Customs and Border Protection provides security at the United States of America's borders and ports of entry, and is responsible for processing all people, vehicles, and cargo entering into our country; apprehending individuals attempting to enter the United States of America illegally; stemming the flow of illegal drugs, and other contraband; protecting agriculture and economic interest from harmful pests and diseases; regulating and facilitating international trade and travel; protecting United States of America's businesses from theft of intellectual property, and unfair trade practices; collecting import duties; maintaining Export controls; and enforcing United States of America's Trade laws.

U.S. Customs and Border Protection requires a firearm range facility contract to satisfy U.S. Customs and Border Protection Law Enforcement Officer mandatory training and qualification certifications. This contract action is a requirement to carry out U.S. Customs and Border Protection's mission.

2. **OBJECTIVE:** The U.S. Customs and Border Protection, Miami and Tampa Field Office, requires a firearm range facility contract to support mandatory training and qualification requirements for approximately 1,700 Law Enforcement Officers assigned to the Miami and Tampa Field Office, Miami International Airport, Miami Seaport, Fort Lauderdale/Hollywood International Airport and Port Everglades.

Each U.S. Customs and Border Protection Law Enforcement Officer must complete 8 hours of firearms training, per quarter. The facility must support a high-throughput training schedule with flexible and consistent availability.

3. **GENERAL REQUIREMENTS:**

- A. The contractor shall provide firearms range facilities and services to all U.S. Customs and Border Protection Ports in Miami-Dade and Broward counties, for the purpose of firearms qualifications, including electricity, water, and bathroom facilities. Firearm facilities are to be well-conditioned, maintained and quality assured, in addition to satisfying and upholding all local City, State, and Federal statutes, code standards, and management regulations.
- B. Facilities shall be able to honor scheduled range times (0600 – 1200, Monday, Tuesday, Thursday and Friday, excluding weekends and holidays), handle the number of shooters required to meet our various needs, including the special need of advanced Enforcement

training, i.e., Special Response Team, etc. An estimated 1,700 Law Enforcement Officers will require quarterly training.

4. FACILITY REQUIREMENTS:

- Range – must be 25-yards to accommodate pistol, shotgun and rifle uses and should be able to accommodate up to 24 shooters at one time.
- Access to auxiliary range for advanced tactics capable of accommodating up to 10 shooters.
- Outdoor Firing Range shall be located within 20 miles of CBP Miami, 6601 NW 25th Street, Miami, FL 33122 via MapQuest.

5. CONTRACTING OFFICER REPRESENTATIVE: A Contracting Officer Representative (COR) will be appointed to monitor contractor performance and coordinate technical administrative matters with the Contracting Officer (CO). In those areas that do not have a COR, a Technically Qualify Officer should have oversight of the range contract. The COR or Technically Qualify Officer shall conduct a semi-annual review and provide a brief report to the Contracting Officer after each review.

6. PERIOD OF PERFORMANCE:

- April 01, 2026 - March 31, 2027

7. INVOICING: All invoices will be submitted through the Federal Government Invoice Processing Platform (IPP):

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)

- A. The contractor must use IPP for contracts and orders awarded April 11, 2016, or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.
- B. "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is <https://www.ipp.gov>.
- C. The IPP was designed and developed for contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov, or phone (866) 973-3131.

- D. If the contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the contractor must submit a waiver request in writing to the contracting officer.
- E. In addition to the requirements of the use of IPP, the contractor is required to submit a copy of the invoice to the COR for approval at the end of each month. The following information should be included in each invoice:
- Vendor Name and Address
 - Purchase Order Number
 - Invoice Number and Date
 - Period Of Service
 - Total Of All Items
8. **CONDITIONS OF CONTRACT:** Only the CO has the authority to represent the Government in cases where the award requires a change in the terms and conditions, delivery schedules, scope of work, and/or price of the products, and/or services under this task order.
9. **DISCLOSURE INFORMATION:** Any information made available to the contractor/vendor by the Government, or its customers, shall be used only for the purpose of carrying out the provisions of this contract. This information shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.
- A. In the performance of this contract, the contractor/vendors assume responsibility for the protection of the confidentiality of Government records.
- B. When applicable the contractor/vendor will adhere to the requirements found in part 24 of the Federal Acquisition Regulation, Protection of Privacy, and Freedom of Information.



miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

*Every Great Community has
a Great Park System.*

Send via email

February 5, 2026

Mr. Dylan Comes Back Holy, M.P.A.
Mission Support Specialist, FAC-COR II
Department of Homeland Security
U.S. Customs and Border Protection
Office of Field Operation
Miami & Tampa Field Office
Dylan.S.Comesbackholy@cbp.dhs.gov

REF: Quote for 12-month for facility usage at Trail Glades Range

Mr. Holy,

The Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department is pleased to submit its proposal for use of the range facilities Trail Glades Range located at 17601 SW 8 street, Miami, FL 33194.

Our proposal covers the period of April 1, 2026, to March 31, 2027, with a total cost of \$216,320.00. This amount represents fifty-two (52) weeks at \$4,160.00 per week.

We appreciate your past partnerships with PROS and look forward to continuing our collaboration during the extension period.

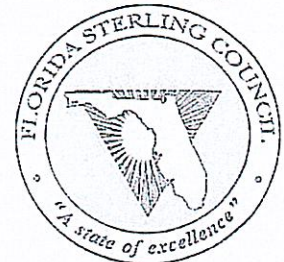
Should you have any questions, please do not hesitate to contact Mr. Hector De La Nuez, PROS Range Master at 305-266-1823 or via email at Hector.DeLaNuez@miamidade.gov.

Respectfully,

John Bartholomew
Chief of Golf

C; Hector De La Nuez, PROS Range Master
Paul Vitro, Chief of Operations
Hector De La Nuez, PROS Range Master
Gina Drakes, Interim Chief of Performance Excellence
Contract File

2023 GOVERNOR'S
STERLING AWARD



RECIPIENT



"Connecting People and Parks for Life"

MDC033



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
9-1-26

RESOLUTION NO. _____

RESOLUTION RATIFYING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AGENCY, FOR A ONE YEAR TERM AND ESTIMATED PAYMENT OF \$216,320.00 FOR USE OF THE TRAIL GLADES RANGE FACILITIES FOR TRAINING PURPOSES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THERE IN. DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE AGREEMENT FOR US CUSTOMS TO UTILIZE THE TRAIL GLADES RANGE

WHEREAS, This Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Retroactively ratifies the Agreement between Miami-Dade County and the United States Department of Homeland Security, Customs and Border Protection Agency, for a one-year term in exchange for payment to the Country estimated at \$216,320.00 for use of the Trail Glades Range for training facilities in substantially the form attached hereto as Exhibit A.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the agreement for and on behalf of Miami-Dade Country and to exercise all rights contained therein.

Section 3. Delegates to the County Mayor or Mayor's designee the authority to enter into future agreements for United States Department of Homeland Security, Customs and Border Protection Agency to use the Trail Glades Range facilities upon approval by the County Attorney's Office for legal sufficiency and provided that any future agreements do not have a negative fiscal impact on the County.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

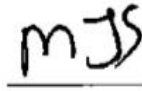
The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read 'mjs', is written over a horizontal line.

Melanie J. Spencer