

# Attachment for SF30

Solicitation Number : **47QSMD20R0001**

Schedule Refresh Mod Description :

Refresh Number : **0032**

Solicitation Title : **Multiple Award Schedule**

Schedule Title : **Multiple Award Schedule**

Schedule Refresh Mod Creation Date : **2026-06-04**

Created on June 4, 2026

## SUMMARY OF SIGNIFICANT CHANGES

### *Additional/Significant Changes Notes*

**Added Clauses**.....

52.222-90 -- ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)  
(DEVIATION)

**Updated Clauses**.....

52.244-6 -- SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES  
(OCT 2025) (DEVIATION APR 2026)

**Deleted Clauses**.....

52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT  
AWARDS (JUN 2020) (DEVIATION - NOV 2025)

52.204-15 -- SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY  
CONTRACTS (OCT 2016) (DEVIATION - NOV 2025)

552.219-18 -- NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS  
(MAY 2024) (DEVIATION FAR 52.219-18)

552.219-74 -- SECTION 8(A) DIRECT AWARD (SEP 1999)

552.229-70 -- FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

**Vendor Fill In Clauses**.....

**Added SINS**.....

**Deleted SINS**.....

## Additional/Significant Changes Notes

NOTE: The mass modification applying the changes associated with Refresh 32 is to be accepted by the subject contractor no later than 30 days after the modification has been issued.

This modification implements Executive Order 14398 and incorporates FAR 52.222-90. FAR 52.222-90 applies to the contract and to all orders issued under the contract, including existing orders, existing BPA calls, future orders, and future BPA calls.

Except for the incorporation of FAR 52.222-90, all other changes incorporated through this modification apply to new orders and new BPA calls issued after the modification effective date; orders and BPA calls issued before the effective date remain governed by the terms and conditions in effect at the time of award.

A: Changes to Overall MAS Solicitation:

1. Various revisions will be implemented to the SCP-FSS-001 Instructions Applicable to All Offerors. A DRAFT attachment will be provided before the issuance of MAS Refresh 32.

2. Incorporate clause and provision updates to include:

a. Implementation of Executive Order 14398, issued March 26, 2026, establishing that agencies should not do business with contractors that engage in racially discriminatory diversity, equity, and inclusion (DEI) practices, as implemented through GSA Class Deviation RFO-2025-12 Supplement 26-02 (issued April 20, 2026) which revised the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) parts 9, 12, and 22 to align with the Executive Order and subsequent FAR Council guidance.

b. Updates as necessary, through Federal Acquisition Circular (FAC) 2026-01.

3. The language concerning 'Drones/Unmanned Aircraft Systems' within each Large Category attachment will be updated by GSA. This revision is necessary to reflect the program office change for the drones program, which has moved from the DoDs Defense Innovation Unit (DIU) to the Defense Contract Management Agency (DCMA) Special Programs Unmanned Systems-Experimental (US-X).

Drones/Unmanned Aircraft Systems: GSA will not award any Drones/Unmanned Aircraft Systems (UAS), as defined in 49 USC Ch. 448, in response to this Solicitation except those drones included on the Defense Contract Management Agency's (DCMA) Special Programs Unmanned Systems-Experimental (US-X) Blue UAS Cleared List.

4. In the "General Information" section of each Large Category solicitation attachment, a new requirement will be added. This addition will specify that 'End-of-Support (EOS)' dates and the availability of security updates must be key considerations for managing obsolete Information and Communications Technology (ICT) equipment.

Requirement to be added: This requirement is applicable to all product offers under the Multiple Award Schedule (MAS) program.

EOS Definition: Hardware devices, firmware, and software versions that no longer receive timely, supported updates from the original equipment manufacturer, including patches for Common Vulnerabilities and Exposures (CVEs), security updates, software fixes (hotfixes), and defects.

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GSA's Role and Contracting Officer's Authority: GSA continuously gathers information related to product availability to mitigate potential customer issues. If an item appears to be obsolete, or if its projected End-of-Support (EOS) date is three years or less from the date of the offer, the GSA may request additional information. This information can include confirmation of adequate supply, projected EOS dates, and the availability of security updates or patches.

Contracting Officers may determine that obsolete items should not be offered or awarded under the MAS program, given the significant risks they present. These risks are especially prevalent in Information Communication Technology (ICT) equipment past its End-of-Support (EOS) date and include security vulnerabilities, legal and regulatory compliance issues, system interoperability failures, and potential operational disruption.

Furthermore, if an awarded item reaches its EOS date during the contract performance period without an approved mitigation plan or suitable replacement, the Contracting Officer reserves the right to remove the item from the contract, require the Contractor to provide a suitable replacement, including any necessary installation, configuration, or migration services, at no additional cost to the government, or take other appropriate contractual actions. The Contractor shall bear all costs associated with such replacement, remediation, or transition.

Contractor Responsibility for End-of-Support Management: The Contractor is solely responsible for the proactive management of all offered products and services regarding their End-of-Support (EOS) lifecycle. Any costs associated with mitigating, replacing, or otherwise addressing items nearing or past their EOS date, including but not limited to hardware replacement, software upgrades, installation, data migration, technical support, and training, shall be assumed by the Contractor and will not result in additional charges to the Government. Failure to adhere to this requirement may result in contractual remedies, up to and including removal of the item from schedule, termination for default, or other appropriate actions.

5. Revision to the FCP Product file

- a. The National Stock Number (NSN) column will be removed from the FCP Product file.
  - i. The National Stock Number (NSN) should only be listed in the Manufacturer Part Number field by authorized AbilityOne resellers, and only if the item is on the Procurement List (PL). Other vendors are prohibited from including NSNs in their FCP Product file.

B: Changes to Specific Large Category, Subcategory or SIN:

1. Facilities (B)

- a. Food Service Equipment Subcategory (B05): Retire SIN 311423 Non Perishable foods
  - i. The retirement of this SIN supports the FAS initiative to rightsize the Multiple Award Schedule Program by eliminating items with insufficient market demand or where administrative costs outweigh procurement benefits, making them unsuitable for the MAS program.

2. Industrial Products and Services (E)

- a. Hardware and Tools Subcategory (E04): Update the SIN description and associated instructions for SIN 532310 Rental and Leasing of Hardware Store Products
  - i. The purpose of this update implements a new framework for category classification to harmonize contractors' use of commercial classification systems with MAS requirements. The goal is to increase efficiency for contractors who utilize category class pricing and ensure compliance control for individual rental product offerings. Under this framework, contractors using category class pricing must establish a single, fixed price for each category class, thereby prohibiting variable pricing for similar equipment

within the same category class.

Revised SIN Description: Includes rental of all commercial products, equipment and machinery covered under the Hardware and Tools subcategory such as: tools; tool kits; hardware store products; paint and coating applicators and accessories; appliances; lawn and garden equipment and machinery; and woodworking/metalworking and industrial equipment and machinery. Excludes consumable products, commercial rental fees not included in the fixed price (e.g., delivery charges and mileage fees), and leasing agreements.

Revised SIN Instructions: Contractors must maintain systems capable of tracking and invoicing individual products delivered, whether using category class pricing or offering individual rental products. Invoice and contract documents must link each transaction to specific equipment in the contractors inventory. Inability to identify delivered products or maintain accurate records of delivered equipment will result in non-compliance determinations.

NOTE: Prohibited charges include re-rental fees and environmental service charges.

Contractors have two options for completing pricing templates.

For category class pricing, establish one fixed rental rate for all rental products within each category-variable pricing is prohibited. Set standard rental rates (i.e., day, week, month). Any additional fees that are not prohibited must be included in the fixed category class price. Prohibited fees (such as environmental fees and re-rental surcharges) cannot be charged. Any fees not included in the fixed price must be negotiated at the task order level and captured under the OLM SIN. For individual rental products, provide specific pricing for each item along with its manufacturer name, part number, and country of origin.

Regardless of pricing method, contractors must maintain systems that can track and invoice individual products delivered under the MAS contract.

Price Proposal Template (Services Plus File (SPF) in the FAS Catalog Platform (FCP)): If representing your offerings by product (each product offered individually as opposed to a category class), each product must be identified as a line item under the PPT/SPF.

- Each product offered must include standard rental rates. All rental prices must be fixed and inclusive of standard fees, with no variable pricing included. Standard rental rates include daily (8 hours), weekly (7 days), or monthly (28-30 days) periods. The CO will evaluate shift-based pricing or other rental periods at their discretion. Any fees not explicitly included in the price proposal template must be negotiated with the ordering activity, captured under the OLM SIN, and comply with GSAR 538.7104 (GSA Class Deviation RFO-FSS-GSAR 538).
- Each product offered will be evaluated and awarded separately.
- Each product must represent ONLY one product/ manufacturer. If a product is not available at the time of order, product substitution is prohibited without formal contract modification. Product substitution requires approval by the ordering agency.
- All products offered must be TAA compliant and meet the requirements of FAR 52.240-91 (Alternate I Nov 2025)(Deviation).
- Include a statement in the description field that each product within the category class is a US made or designated country end product.

If representing your offerings by category class, each category class must be identified as a line item

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under the PPT/SPF.

- Contractors certify at the contract level that each offered product within the category class is a U.S.-made or designated country end product (i.e., TAA compliant).  
The country of origin for each product is not required.
- All rental items within a category class must share the same pricing. Contractors may fulfill customer orders using any item in their inventory that meet TAA compliance requirements. Contractors must maintain systems capable of tracking and invoicing the rental product delivered under each order. Invoice and contract documents must link each transaction to the specific rental product delivered. All products must be TAA compliant and comply with FAR 52.240-91 (Alternate I Nov 2025)(Deviation).
- All category class rental prices must be fixed and inclusive of standard fees. Prices must be clearly identified as day, week, or month rates and free from variable pricing. Typical standard rental rates apply for daily (8 hours), weekly (7 days), or monthly (28-30 days) periods. Shift-based pricing or other rental rates periods will be evaluated at the discretion of the CO. Any fees not explicitly included in the price proposal template must be negotiated with the ordering activity and captured under the OLM SIN and comply with GSAR 538.7104 (GSA Class Deviation RFO-FSS-GSAR 538).

Note: Contractors will display category class pricing on external-facing price lists.

Prior to award, offerors must provide in writing the following attestations under the Technical Proposal section, Factor One- Corporate Experience, subsection (E):

- Their systems can track which products under a category class were delivered
- Invoice and contract documents must link each transaction to the specific rental product delivered.
- All products offered under a Category Class are TAA compliant (applicable if Category Class Pricing is offered)

### 3. Information Technology (F)

- a. Financial Management Services Subcategory (F03): Establish new SIN 518210GM Grants Quality Service Management Office (Grants QSMO) Marketplace.
  - i. This is a joint effort between GSA/FAS/ITC and the Department of Health and Human Services (HHS) of the Grants Quality Service Management Office (Grants QSMO) in support of Executive Order 14332, Improving Oversight of Federal Grantmaking.

The Grants QSMO Commercial Marketplace currently provides agencies with software-as-a-service (SaaS) award management systems. To mature this marketplace, broaden the array of services available to Federal agencies, and streamline the acquisition process, the Grants QSMO proposes partnering with GSA to establish a Special Item Number (SIN) under the MAS program specifically for the Grants QSMO Commercial Marketplace.

SIN 518210GM consists of 4 Subgroups:

Core Award Management Solutions (Core Award) Partially pre-configured commercial grants management software suites offered in a cloud environment. Core Award offerings that are determined acceptable meet or exceed Core Award functionality scope and Grants Management Capability Framework (GMCF) standards and can accommodate agency-specific business needs. Items within scope of this subgroup: Grants Management Software and Services.

Grants Technology Operations Services Support and assist with technology implementation and

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operations. Includes grants technology development, testing, implementation, operations and maintenance support, information exchanges between grants solutions and services and agency mission systems, service desk, related ancillary training, and support for legacy core award systems. Items within scope of this subgroup: Grants Management products, cloud compute, software and services or services only used for Grants Management.

Additional GM Solutions and Services - Business capabilities that augment those provided by the Core Award baseline solution and correlate to federal grants management functions or activities. Includes tools for program setup, solution interfaces, business analytics and intelligence, risk assessment, single audit, transaction processing systems, sub-recipient monitoring, Notice of Funding Opportunity (NOFO) simplification, etc. Items within scope of this subgroup: Grants Management products, cloud compute, software and services or services only used for Grants Management.

Grants Performance Management Services Support agencies program review processes and evaluation of program outcomes. Items within scope of this subgroup: Grants Management products, cloud compute, software and services, or services only used for Grants Management.

SIN 518210GM Technical Evaluation Criteria:

All submissions for SIN 518210GM must include a cover letter that identifies the SIN subgroups that are being proposed, the required Technical Narrative Response Template, the required Solution/Service Definition Template, and the required price proposal template.

All SIN subgroups will be subject to acceptable/unacceptable technical evaluation that will be performed by the Grants QSMO.

Written/narrative technical evaluation is required for all offerings under SIN 518210GM.

Core Award Management Solutions (Core Award) subgroup: submission and evaluation requirements

- A sandbox/capabilities demonstration is required. The structure of the sandbox/capabilities demonstration will have a not-to-exceed consecutive eight (8) hour time limit. If offerors/contractors can demonstrate all capabilities in a shorter period of time, the sandbox demonstration will conclude then. Grants QSMO will coordinate the scheduling for each vendors demonstration.
- For the required Technical Narrative Response Template, please visit the Multiple Award Schedule page.
- A Target completion timeframe for evaluation of Core Award Management (including sandbox/capabilities demonstration) is 60 business days.
- Addition of the Core Award Management subgroup to an already awarded SIN 518210GM will require additional written/narrative technical evaluation and sandbox demonstration.
- Addition of new items to the already awarded Core Award Management subgroup will require additional written/narrative technical evaluation and sandbox demonstration.

Grants Management Technology Operations Services subgroup: submission and evaluation requirements

- For the required Technical Narrative Response Template, please visit the Multiple Award Schedule page.
  - Target completion timeframes for evaluation of Grants Technology Operations Support Services is 20 business days for service-only offerings and 40 business days for service offerings that include technology or other technology offerings.
  - Addition of Grants Technology Operations Services to an already awarded SIN 518210GM will require written/narrative technical evaluation and sandbox demonstration.
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- Addition of new items to the already awarded Grants Technology Operations Support Services subgroup will require written/narrative technical evaluation.

Additional Grants Management Solutions and Services subgroup: submission and evaluation requirements

- For the required Technical Narrative Response Template, please visit the Multiple Award Schedule page.
- Target completion timeframes for evaluation of Additional Grants Management Solutions is 20 business days for service-only offerings and 40 business days for service offerings that include technology or other technology offerings.
- Addition of Additional Grants Management Solutions subgroup to an already awarded SIN 518210GM will require written/narrative technical evaluation and sandbox demonstration.
- Addition of new items to the already awarded Additional Grants Management Solutions subgroup will require written/narrative technical evaluation.

Grants Performance Management Services subgroup: submission and evaluation requirements

- For the required technical evaluation form (Technical Narrative Response Template), please visit the Multiple Award Schedule page.
- Target completion timeframes for evaluation of Grants Performance Management Services is 20 business days for service-only offerings.
- Addition of Grants Performance Management Services to an already awarded SIN 518210GM will require written/narrative technical evaluation.
- Addition of new items to the already awarded Grants Performance Management Services subgroup will require written/narrative technical evaluation.

All contractor selections will be monitored by the Grants QSMO for compliance and action will be taken against your contract if you select subgroups that have not been awarded under your contract.

b. IT Services Subcategory (F05): Revise SIN description for SIN 54151HEAL Health Information Technology Services

Health Information Technology Services - Includes a wide range of Health IT services to include connected health, electronic health records, health information exchanges, health analytics, personal health information management, innovative Health IT solutions, health informatics, emerging Health IT research, Health Sciences Informatic and Computational Services, Health Communication Support Services and Enhancements to Facilitate Integration and Data Exchange at the Federal, State, and Local Level (when directly applicable to human health outcomes), Integration of Health Systems Across Federal Agencies and Public and Private Healthcare Systems, Modernization and Enhancement of Existing Health IT Legacy Systems, Automation of Clinical Processes (if intimate knowledge of the health processes is required), Biomedical Information Services Biomedical Modeling, Visualization, and Simulation, Biosurveillance and Disease Management Support (when humans are direct subjects, does not apply to biosurveillance of plants or animals), Scientific Computing Services (only when directly applicable to human health outcomes), Telemedicine (e.g., mobile health/mHealth), Healthcare Systems Studies (IT based directly applicable to human health outcomes), Standards Development for Health IT Services, and other Health IT services. NOTE: Subject to Cooperative

4. Security and Protection (J)

a. Security Animals and Related Services Subcategory (J03): Revise SIN description and instructions for SIN 812910 Canine Training, Handling and Caging Products and Services

SIN Description: Working Canines and Canine Program Products and Services - Includes working

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dogs/canines and related products and services, such as canine training, handler training, handling equipment, kennels/caging, search and detection capabilities, and associated support services for law enforcement, security, and other official government mission requirements. Excludes pets, companion animals, and emotional support animals. NOTE: Subject to Cooperative Purchasing

SIN Instructions: Specific mission standards, certifications, veterinary criteria, acceptance testing, and other agency-unique requirements shall be established by the ordering activity at the order level. Working canines shall not be listed on GSA Advantage! Contractors offering working canines must utilize the Services Plus File (SPF) option in the FAS Catalog Platform (FCP).

b. Security Systems Subcategory (J05): Revise SIN Title for SIN 334290L Physical Access Control Systems (PACS) - Legacy SIN

- i. Remove - Legacy SIN from the title

5. Professional Services (H)

a. Environmental Services Subcategory (H02): Add note to SIN description for SIN 541620 Environmental Consulting Services

SIN Description: Services include providing advice and assistance to businesses and other organizations on environmental issues, such as the control of environmental contamination from pollutants, toxic substances, and hazardous materials; endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans. This includes identifying problems (e.g., inspect buildings for hazardous materials), measure and evaluate risks, and recommend solutions. Multi-disciplined staff of scientists, engineers, and other technicians with expertise in areas, such as air and water quality, asbestos contamination, remediation, ecological restoration, and environmental law such as Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives. NOTE: Services under this SIN cannot include architect-engineer services as defined in the Brooks Act and FAR Part 2, or construction services as defined in FAR Parts 2 and 36 (GSA Class Deviation RFO-2025-36).

## Added Clauses

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### Begin Regulation

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#### **52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION)**

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

(End of clause)

## Updated Clauses

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### Begin Regulation

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#### **52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION APR 2026)**

(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

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*(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, with its 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
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
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
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE

52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021
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\* 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 19.109(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)

## Deleted Clauses

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### Begin Regulation

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#### 552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

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### Begin Regulation

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#### 552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA

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(as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

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**Begin Regulation**

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**552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)**

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for

participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

- (i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

- (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
- (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
- (iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

A Contracting Officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

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**Begin Regulation**

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**52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS  
FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)  
(DEVIATION NOV 2025)**

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

*First-tier subcontract* means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement.* The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.303(b).

(c) *Report elements.* The Contractor shall report the following information:

- (1) Contract number and order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies.* The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at <https://www.sam.gov> (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review.* Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

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(f) *First-tier subcontracts.*

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

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**Begin Regulation**

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**52.204-10 52.204-10, REPORTING EXECUTIVE COMPENSATION  
AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)  
(DEVIATION NOV 2025)**

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110- 252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at <https://www.sam.gov> as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

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(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see <http://www.sec.gov/answers/execomp.htm>).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the

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subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) Exceptions. (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

## Vendor Fill In Clauses

### Added SINS

SIN#	SIN Title
518210GM -- 518210GM	Grants Quality Service Management Office (Grants QSMO)

### Deleted SINS

SIN#	SIN Title
311423 -- 311423	Non Perishable foods

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