



U.S. Department of Homeland Security  
UNITED STATES SECRET SERVICE

APR 14 2020

American Oversight  
Austin Evers  
1030 15<sup>th</sup> Street NW, Suite B255  
Washington, DC 20005

Re: Freedom of Information Act Appeal, No. 20171389

Dear Mr. Evers:

Reference is made to your Freedom of Information Act (FOIA) appeal received December 20, 2019, addressed to the United States Secret Service (Secret Service), appealing the initial determination that there are no records responsive to your FOIA request. In your FOIA request, you sought records related to any contracts, agreements, or memoranda of understanding (MOUs) between the United States Secret Service and any property owned, operated, or controlled by President Trump, his wife, or his children.

In your appeal, you have appealed the adequacy of the search. As stated in the initial response, the Secret Service Office searched all program offices and computer systems that were likely to contain potentially responsive documents, and no records were located. Specifically, the Presidential Protective Division (PPD), the division responsible for the protection of the President and his family, was searched for potentially responsive documents. PPD searched and determined it did “not have any contracts, agreements, or memoranda of understanding (MOUs) with any property owned, operated, or controlled by Mr. Trump, his wife, or any of his children.” Similarly, PPD advised that it did not have any “contract, agreements or memoranda of understanding (MOUs) with any property owned, operated or controlled that bears the ‘Trump’ name.”

Further, the Secret Service Liaison Division where agency MOUs are routinely maintained was searched. The Liaison Division advised that it did not have any MOUs in the database pertaining to the request.

Finally, the Secret Service searched the Procurement Division. With respect to that search, the Secret Service did locate an “Order for Supplies or Services” with an entity called “Trump Palace Condominiums” that was executed in 2013. The Secret Service is not aware if any current relationship exists between Trump Palace Condominiums and President Trump, his wife, or his children. In interpreting your request as broadly as possible, however, the Secret Service has decided to grant your appeal and release to you a copy of this “Order for Supplies or Services.”

Under federal law, we are required to advise you that any decision on appeal is subject to judicial review in the district court in the district where the complainant resides, has a principal place of business, or in which the agency records are situated, or in the District of Columbia.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Newsome III". The signature is fluid and cursive, with a large initial "L" and "N".

Leonza Newsome III  
Deputy Director



**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 12

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

1. DATE OF ORDER 02/14/2013		2. CONTRACT NO. (if any)		8. SHIP TO:	
3. ORDER NO. HSS01-13-L-0314		4. REQUISITION/REFERENCE NO. 358834		a. NAME OF CONSIGNEE IRM-INF RES MGMT DIV	
5. ISSUING OFFICE (Address correspondence to) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223				b. STREET ADDRESS 950 H STREET NW IRMD ROOM 2100	
7. TO				c. CITY WASHINGTON	d. STATE DC
a. NAME OF CONTRACTOR TRUMP PALACE CONDOMINIUM				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 200 E 69TH STREET				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:  <input type="checkbox"/> 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 NEW YORK		e. STATE NY	f. ZIP CODE 10021	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.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE IRM-INF RES MGMT DIV	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT S/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	13-IRM-Radio Site-JLT-0001 OMB CONTROL NO. 1600-0005 (OFFEROR SUBMISSION)  The purpose of this purchase order is to obligate funds in the amount of \$12,499.98. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(f) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME COMMUNICATIONS CENTER (FMD)				\$12,499.98		17(g) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500						
c. CITY SPRINGFIELD				d. STATE VA	e. ZIP CODE 20223	

22. UNITED STATES OF AMERICA BY (Signature)	(b)(6);(b)(7)(C)
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ORDER FOR SUPPLIES OR SERVICES  
 SCHEDULE - CONTINUATION

PAGE NO

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

DATE OF ORDER  
 02/14/2013

CONTRACT NO.

ORDER NO.  
 HSS901-13-L-0314

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This purchase order is subject to the availability of funds beyond March 27, 2013. The Contractor will be notified, in writing, when additional funding becomes available. The Contractor is further subject to the instructions provided in the attachment to this modification titled "Limitation of Government's Obligation".</p> <p>Contact (b)(6);(b)(7)(C) at telephone number (b)(6);(b)(7)(C) for any required delivery coordination.</p> <p>Accounting Info:                      2013-7020130400-IRM-2339-145100-61000001-0-0                      -0                      Period of Performance: 10/01/2012 to 09/30/2017</p>					
1001	<p>Base Year: Renewal of Antenna Site License 314</p> <p>12 months at \$2,083.33 per month, for a total of \$24,999.96</p> <p>Period of Performance: 10/01/2012 to 09/30/2013</p>	12	499.98 US	1.00	12,499.98	
2001	<p>Option Year 1: Renewal of Antenna Site License 314</p> <p>12 months at \$2,118.75 per month, for a total of \$25,425.00                      Amount: \$25,425.00 (Option Line Item)                      Anticipated Exercise Date --09/24/2013                      Period of Performance: 10/01/2013 to 09/30/2014</p>	25	425 US	1.00	0.00	
3001	<p>Option Year 2: Renewal of Antenna Site License 314</p> <p>12 months at \$2,154.77 per month, for a Continued ...</p>	25	857.24 US	1.00	0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$12,499.98	

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ORDER FOR SUPPLIES OR SERVICES  
 SCHEDULE - CONTINUATION

PAGE NO

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

DATE OF ORDER  
 02/14/2013

CONTRACT NO.

ORDER NO.  
 HSS01-13-L-0314

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Total of \$25,857.24 Amount: \$25,857.24 (Option Line Item) Anticipated Exercise Date --09/24/2014 Period of Performance: 10/01/2014 to 09/30/2015					
4001	Option Year 3: Renewal of Antenna Site License 314  12 months at \$2,191.40 per month, for a total of \$26,296.80 Amount: \$26,296.80 (Option Line Item) Anticipated Exercise Date --09/24/2015 Period of Performance: 10/01/2015 to 09/30/2016	26296.8	US	1.00	0.00	
5001	Option Year 4: Renewal of Antenna Site License 314  12 months at \$2,228.65 per month, for a total of \$26,743.80 Amount: \$26,743.80 (Option Line Item) Anticipated Exercise Date --09/24/2016 Period of Performance: 10/01/2016 to 09/30/2017  INVOICE INSTRUCTIONS  1. Submit (1) invoice to the following address:  COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD, VA 22150  2. Submit a SECOND (duplicate) invoice to the following address:  COMMUNICATION CENTER (IRM) ATTN: (b)(6);(b)(7)(C) PO BOX 6500 Continued ...	26743.8	US	1.00	0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(f))					50.00	

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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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**IMPORTANT:** Mark all packages and papers with correct order numbers.

DATE OF ORDER  
02/14/2013

CONTRACT NO

ORDER NO.  
HSS01-13-L-0314

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>SPRINGFIELD, VS 22150</p> <p>3. Submit a THIRD (duplicate) invoice to:</p> <p>COMMUNICATIONS CENTER (PRO) ATTN: L. BUCK P. O. BOX 6500 SPRINGFIELD, VA 22150</p> <p>Invoice Payment</p> <p>In the absence of discount terms, the Secret Service processes invoices in accordance with the Prompt Payment Act. Payment will be made within 30 days of receipt of a correct invoice or delivery of the goods or services, whichever is later. Receipt of a correct invoice is defined as:</p> <p>Invoicing Via Mail. - receipt of the invoice at the above mentioned mail addresses.</p> <p>It may take approximately 30 days to receive payment. If after 30 days, you do not receive payment, then please contact the Financial Payments Branch, Financial Management Division at 202-406-5232.</p> <p>The total amount of award: \$116,822.82. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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**Contract Clauses..... 6**  
**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -  
Commercial Items. (AUG 2012)..... 6**  
**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)..... 11**  
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**Contract Clauses**

**52.204-7 Central Contractor Registration. (AUG 2012)**

**52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (AUG 2012)**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).



(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).





(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X(26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

X(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(j)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

(39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53,



109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (MAR 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).



[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[ ](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

**(d) Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)



- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.





(End of clause)

**52.232-18 Availability of Funds. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

**Federal Acquisition Regulation (FAR):**

... [www.acquisition.gov/far](http://www.acquisition.gov/far)

**Homeland Security Acquisition Regulation (HSAR):**

... <http://www.dhs.gov/xopabiz/regulations/>

(End of clause)

**USSS 3052.204-90 Unauthorized Use of the U.S. Secret Service Name**

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

(End of clause)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   3
<b>2. AMENDMENT/MODIFICATION NO</b> 000001	<b>3. EFFECTIVE DATE</b> 06/20/2013	<b>4. REQUISITION/PURCHASE REG. NO.</b> See Schedule	<b>5. PROJECT NO. (if applicable)</b>
<b>6. ISSUED BY</b> PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	<b>CODE</b> PRO-PROCUREMENT D	<b>7. ADMINISTERED BY (if other than Item 6)</b> PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	<b>CODE</b> PRO-PROCUREMENT D
<b>8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code)</b> TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021		<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
<b>CODE</b> 133585745 <b>FACILITY CODE</b>		<b>9B. DATED (SEE ITEM 11)</b>	
		<b>X 10A. MODIFICATION OF CONTRACT/ORDER NO.</b> HSS01-13-L-0314	
		<b>10B. DATED (SEE ITEM 13)</b> 02/14/2013	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)** Net Increase: \$12,499.98  
2013-7020130400-IRM-2339-145100-61000001-0-0-0

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D. OTHER (Specify type of modification and authority)</b> FAR 52.232-18

**IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

13-IRM-Radio Site-JLT-0001  
OMB CONTROL NO. 1600-0005 (OFFEROR SUBMISSION)

The purpose of this purchase order is to obligate funds in the amount of \$12,499.98. Line 1 is fully funded for \$24,999.96. All other terms and conditions remain unchanged.


Contact Jeffrey Spencer at telephone number 202-406-6038 for any required delivery coordination.

FOB: Destination

Period of Performance: 10/01/2012 to 09/30/2017

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> CHERYL BERNHARD	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b> 	<b>16C. DATE SIGNED</b> 6/20/13

HSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 83.243



NAME OF OFFEROR OR CONTRACTOR  
TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Base Year: Renewal of Antenna Site License 314 12</p> <p>12 months at \$2,083.33 per month, for a total of \$24,999.96 Requisition No: 358834, 393702</p> <p>Quantity: 12499.98</p> <p>Quantity: 12499.98 Period of Performance: 10/01/2012 to 09/30/2013</p> <p><b>INVOICE INSTRUCTIONS</b></p> <p>1. Submit (1) invoice to the following address:</p> <p>COMMUNICATIONS CENTER (FMD) ATTN: COMML &amp; GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD, VA 22150</p> <p>2. Submit a SECOND (duplicate) invoice to the following address:</p> <p>COMMUNICATION CENTER (IRM) ATTN: (b)(6);(b)(7)(C) PO BOX 6500 SPRINGFIELD, VS 22150</p> <p>3. Submit a THIRD (duplicate) invoice to:</p> <p>COMMUNICATIONS CENTER (PRO) ATTN: L. BUCK P. O. BOX 6500 SPRINGFIELD, VA 22150</p> <p>Invoice Payment</p> <p>In the absence of discount terms, the Secret Service processes invoices in accordance with the Prompt Payment Act. Payment will be made within 30 days of receipt of a correct invoice or delivery of the goods or services, whichever is later. Receipt of a correct invoice is defined as:</p> <p>Invoicing Via Mail - receipt of the invoice at Continued ...</p>	12499.98	US	1.00	12,499.98



NAME OF OFFEROR OR CONTRACTOR  
 TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the above mentioned mail addresses.</p> <p>It may take approximately 30 days to receive payment. If after 30 days, you do not receive payment, then please contact the Financial Payments Branch, Financial Management Division at 202-406-5232.</p>				





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 09/27/2014	4. REQUISITION/PURCHASE REQ. NO. 407558	5. PROJECT NO. (if applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (if other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D1
8. NAME AND ADDRESS OF CONTRACTOR (plc., street, county, State and ZIP Code) TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 133585745 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO HSS501-13-L-0314	
		10B. DATED (SEE ITEM 13) 02/14/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$25,425.00  
 2014-7020140400-IRM-2339-145100-61000001-0-0-0

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 The purpose of this purchase order is to obligate funds in the amount of \$25,425. Line 2001 is fully funded for \$25,425. All other terms and conditions remain unchanged.

As a result, funding for this lease increases from \$24,999.96 by \$25,425 to \$50,424.96  
 Delivery Location Code: IRM-INF RES MGMT DIV  
 IRM-INF RES MGMT DIV  
 950 H STREET NW  
 IRMD  
 ROOM 2100  
 WASHINGTON DC 20223 US

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
18B. CONTRACTOR/OFFEROR	18C. DATE SIGNED	(b)(6);(b)(7)(C)	18C. DATE SIGNED 9/27/14
_____ (Signature of person authorized to sign)			

NSN 7540-01-152-8070  
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 83.243



NAME OF OFFEROR OR CONTRACTOR  
TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>FOB: Destination Period of Performance: 10/01/2013 to 09/30/2014</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1: Renewal of Antenna Site License 314 12 months at \$2,118.75 per month, for a total of \$25,425.00</p> <p><b>INVOICE INSTRUCTIONS</b></p> <p>1. Submit (1) invoice to the following address:</p> <p>COMMUNICATIONS CENTER (FMD) ATTN: COMM &amp; GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD, VA 22150</p> <p>2. Submit a SECOND (duplicate) invoice to the following address:</p> <p>COMMUNICATION CENTER (IRM) ATTN: (b)(6):(b)(7)(C) PO BOX 6500 SPRINGFIELD, VA 22150</p> <p>3. Submit a THIRD (duplicate) invoice to:</p> <p>COMMUNICATIONS CENTER (PRO) ATTN: L. BUCK P. O. BOX 6500 SPRINGFIELD, VA 22150</p> <p>Invoice Payment</p> <p>In the absence of discount terms, the Secret Service processes invoices in accordance with the Prompt Payment Act. Payment will be made within 30 days of receipt of a correct invoice or delivery of the goods or services, whichever is later. Receipt of a correct invoice is defined as:</p> <p>Invoicing Via Mail - receipt of the invoice at the above mentioned mail addresses.</p> <p>Continued ...</p>	25425	US	1.00	25,425.00



CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
HSS01-13-L-0314/000002

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NAME OF OFFEROR OR CONTRACTOR  
TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	It may take approximately 30 days to receive payment. If after 30 days, you do not receive payment, then please contact the Financial Payments Branch, Financial Management Division at 202-406-5232.				

HEW 7540-01-153-6007

OPTIONAL FORM 330 (4-00)  
Sponsored by GSA  
FAR 48 CFR 53.110



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO 000003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REG NO 457082	
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223		7. ADMINISTERED BY (If other than Rem 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 133585745 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO HSS501-13-L-0314		10B. DATED (SEE ITEM 13) 02/14/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$25,857.24  
 2015-7020150400-IRM-2339-145100-61000001-0-0-0

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 12A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 MODIFICATION 000003:

The purpose of this action is to exercise an option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract and fund the order as indicated in the CLIN description below. This order is subject to the attached terms and conditions. Direct questions to (b)(6);(b)(7)(C) Contract Specialist, at (b)(6);(b)(7)(C), or (b)(6);(b)(7)(C).

As a result of this action, obligated funds are:

Increased from: \$50,424.96

By: \$25,857.24

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. DATE SIGNED	
15C. DATE SIGNED		16C. DATE SIGNED	
Signature of person authorized to sign		01/16/2015	

NSN 7540-01-152-8070  
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243





**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSS01-13-L-0314/00003

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NAME OF OFFEROR OR CONTRACTOR  
 TRUMP PALACE CONDOMINIUM

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For a new obligated total of: \$76,282.20</p> <p>Total order value inclusive of all options remains unchanged at: \$129,322.80</p> <p>FOB: Destination                      Period of Performance: 10/01/2014 to 09/30/2015</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p>				
3001	<p>Option Year 2: Renewal of Antenna Site License 314</p> <p>12 months at \$2,154.77 per month, for a total of \$25,857.24</p> <p>USSS BETC: DISB</p> <p>All other terms and conditions shall remain unchanged.</p>	25857.24	US	1.00	25,857.24



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE 02/05/2016	4. REQUISITION/PURCHASE REQ. NO. 477780	5. PROJECT NO. (if applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (if other than item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X HSS01-13-L-0314 10B. DATED (SEE ITEM 13) 02/14/2013	
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$26,296.80  
2016-7020160400-IRM-2339-145100-61000001-0-0-0

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
MODIFICATION 000004:

The purpose of this action is to exercise an option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract and fund the order as indicated in the CLIN description below. This order is subject to the attached terms and conditions. All other terms and conditions remain unchanged

As a result of this action, obligated funds are:

Increased from: \$76,282.20  
By: \$102,579.00  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		(b)(6);(b)(7)(C)	
15C. DATE SIGNED		16C. DATE SIGNED 2/5/16	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	



## Contract Clauses

### *Clauses incorporated by reference:*

**52.204-13 – System for Award Management Maintenance. (JUL 2013)**

**52.212-4 Contract Terms and Conditions - Commercial Items. (MAY 2015)**

**52.232-18 Availability of Funds (Apr 1984)**

**52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

### *Clauses incorporated by full text:*

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (OCT 2015)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).



\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).





- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_X\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_X\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_X\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_X\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_X\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).



\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).



\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).



\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

**(d) *Comptroller General Examination of Record*** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)





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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

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

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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



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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

**52.217-9 -- Option to Extend the Term of the Contract. (Mar 2009)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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



**Federal Acquisition Regulation (FAR):**

... [www.acquisition.gov/far](http://www.acquisition.gov/far)

**Homeland Security Acquisition Regulation (HSAR):**

... [http://www.dhs.gov/interweb/assetlibrary/cpo\\_hsar\\_finalrule.pdf](http://www.dhs.gov/interweb/assetlibrary/cpo_hsar_finalrule.pdf)

(End of clause)

**USSS 3052.204-90 Unauthorized Use of the U.S. Secret Service Name**

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

(End of clause)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000005	3. EFFECTIVE DATE 09/12/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (if other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021		9A. AMENDMENT OF SOLICITATION NO. (c)	9B. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSS01-13-L-0314	10B. DATED (SEE ITEM 13) 02/14/2013
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
2017-7020170400-IRM-2339-145100-61000001-0-0-0

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 and 52.232-18

14. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to exercise option CLIN 0005 for the period of 10/1/16 to 9/30/17 in the amount of \$26,743.80.

This modification is subject to the availability of funds for FY17. The Contractor will be notified, in writing, when funding becomes available and the order will be modified to add funding. The Contractor is further subject to the instructions provided in the attachment to this modification titled "Limitation of Government's Obligation".  
FOB: Destination  
Period of Performance: 10/01/2014 to 09/30/2017

Change Item 5001 to read as follows (amount shown)  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
18B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	18C. DATE SIGNED  09/12/16
NSN 7540-01-182-8070 Previous edition unusable	18C. DATE SIGNED  (b)(6);(b)(7)(C)

STANDARD FORM 66 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.2-43





NAME OF OFFEROR OR CONTRACTOR  
TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5001	<p>is the obligated amount):</p> <p>Option Year 4: Renewal of Antenna Site License 314</p> <p>12 months at \$2,228.65 per month, for a total of \$26,743.80</p> <p>USSS BETC: DISB</p> <p>Accounting Info: 2017-7020170400-IRM-2339-145100-61000001-0-0-0 \$26,743.80 (Subject to Availability of Funds) Period of Performance: 10/01/2016 to 09/30/2017</p> <p>All other terms and conditions shall remain unchanged.</p>	25743.8	US	1.00	SAF



2. AMENDMENT/MODIFICATION NO. 000006 3. EFFECTIVE DATE 12/19/2016 4. REQUESTION/PURCHASE REQ. NO. 485219 5. PROJECT NO. (if applicable) 3 2

6. ISSUED BY CODE PRO-PROCUREMENT D 7. ADMINISTERED BY (if other than Item 5) CODE PRO-PROCUREMENT D  
 PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223

8. NAME AND ADDRESS OF CONTRACTOR (file, street, county, State and ZIP Code) TRUMP PALACE CONDOMINIUM 200 E 69TH STREET NEW YORK NY 10021  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT ORDER NO. HSS01-13-L-0314 (x)  
 10B. DATED (SEE ITEM 13) 02/14/2013  
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$26,743.80  
 2017-7020170400-IRN-2339-145100-61000001-0-0-0

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  
 D. OTHER (Specify type of modification and authority)  
 X FAR 52.232-18

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to fully fund CLIN 0005 for the period of 10/1/16 to 9/30/17 in the amount of \$26,743.80.

This modification is no longer subject to the availability of funds for FY17.  
 FOB: Destination  
 Period of Performance: 10/01/2014 to 09/30/2017

Change Item 5001 to read as follows (amount shown is the obligated amount):

Continued ...  
 Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (b)(6);(b)(7)(C) 15C. DATE SIGNED 12/15/16  
 (Signature of person authorized to sign)





NAME OF OFFEROR OR CONTRACTOR  
TRUMP PALACE CONDOMINIUM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5001	<p>Option Year 4: Renewal of Antenna Site License 314</p> <p>12 months at \$2,228.65 per month, for a total of \$26,743.80 USSS BETC: DISB</p> <p>Period of Performance: 10/01/2016 to 09/30/2017</p> <p>All other terms and conditions shall remain unchanged.</p>	26743.8	US	1.00	26,743.80



UNITED STATES GOVERNMENT

# memorandum

DATE: April 20, 2017  
REPLY TO:  
ATTN OF: Chief, Policy and Programs Branch

U. S. Secret Service  
162.110

SUBJECT: FOIA Documents Containing Proprietary Information  
TO: Disclosure/Privacy Officer

Procurement Division is providing the enclosed document(s) in response to Freedom of Information Act and Privacy Act Records Request Case Number 20170480 with a due date of 04/20/2017. The documents are provided pursuant to the Procurement/FOIA agreement that all responsive documents will be furnished in response to FOIA requests regardless of applicable procurement regulations or other restrictive conditions imposed on their release. As further agreed and pursuant PRO procedures explanation of release restrictions are as follows.

\_\_\_\_\_ Pursuant to FAR 24.202 the requested document is a contractor proposal and is restricted against disclosure. The proposal is not otherwise set forth or incorporated by reference into contract.

\_\_\_\_\_ Pursuant to FAR 24.202 the requested document is information furnished pursuant to FAR 15.403-3(b), Data Other Than Certified Cost and Pricing Data.

\_\_\_\_\_ Pursuant to FAR 24.202 the requested document is dispute resolution communication that is between a neutral person and a party to alternative dispute resolution proceedings.

\_\_\_\_\_ The requested document is marked containing proprietary data and information and therefore restricted for reproduction and disclosure.

A copy of FAR 24.202 is included for reference as Attachment No. 1

20170480





## **Attachment 1**

### **FAR 24.202 -- Prohibitions.**

(a) A proposal in the possession or control of the Government, submitted in response to a competitive solicitation, shall not be made available to any person under the Freedom of Information Act. This prohibition does not apply to a proposal, or any part of a proposal, that is set forth or incorporated by reference in a contract between the Government and the contractor that submitted the proposal. (See 10 U.S.C. 2305(g) and 41 U.S.C. 4702.)

(b) No agency shall disclose any information obtained pursuant to 15.403-3(b) that is exempt from disclosure under the Freedom of Information Act. (See 10 U.S.C. 2306a(d)(2)(C) and 41 U.S.C. 3505(b)(3).)

(c) A dispute resolution communication that is between a neutral person and a party to alternative dispute resolution proceedings, and that may not be disclosed under 5 U.S.C. 574, is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552(b)(3)).

