Embassy of the United States of America

***U.S. Embassy Paris***
***June 26, 2026***

Dear Prospective Quoter:

*Subject:* Request for Quotations number ***19FR6326Q0093 - Purchase of one (1) small-size EV sedan for the U.S Mission in France.***

Enclosed is a Request for Quotations (RFQ) for ***the acquisition of one (1) small-size EV sedan for the U.S Mission in France.*** If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by ***July 23, 2026, at 19:00 CET.*** No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to ***Pariscontracting@state.gov*** **.** It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section I, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Craig N. Deatrick
Contracting Officer

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| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30* | | | 1. REQUISITION NUMBER<br>**PR16053744** | PAGE 3 OF 28 |
|---|---|---|---|---|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4.ORDER NUMBER | 5. SOLICITATION NUMBER<br>**19FR6326Q0093** | 6. SOLICITATION ISSUE DATE<br>**June 26, 2026** |
| **7. FOR SOLICITATION INFORMATION CALL:** | a. NAME<br>**Jean-Charles Royer** | b. TELEPHONE NUMBER(No collect calls)<br>**0033-143122461** | | **8. OFFER DUE DATE/ LOCAL TIME**<br>**July 23, 2026 – 19:00** |

| | | | |
|---|---|---|---|
| 9. ISSUED BY CODE<br>AMERICAN EMBASSY<br>2 AVENUE GABRIEL<br>**To be submitted electronically to**<br>**ParisContracting@state.gov** | | 10. THIS ACQUISITION<br>☐ HUBZONE SMALL BUSINESS<br>☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | ☐ UNRESTRICTED ☐ SET ASIDE:____ %<br>☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:<br>☐ EDWOSB<br>☐ 8 (A) SIZE STANDARD: |
| 11. Delivery for fob destination unless block is marked<br>☐ SEE SCHEDULE | 12. DISCOUNT TERMS | ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING<br>14. METHOD OF SOLICITATION<br>X RFQ ☐ IFB ☐ RFP |
| 15. DELIVER TO CODE | | 16. ADMINISTERED BY CODE | |
| 17a. CONTRACTOR/ OFFERER CODE<br>FACILITY CODE<br>TELEPHONE NO. | | 18a. PAYMENT WILL BE MADE BY CODE<br>**American Embassy – Attn: Paris FMCDBO**<br>**Financial Management Center, Room A-18**<br>**2 avenue Gabriel**<br>**75382 Paris Cedex 08**<br>ParisFMCdbo1@state.gov | |
| ☐17b. Check if remittance is different and put such address in offer | | 18b. Submit invoices to address shown in block 18a unless block below is checked ☐ SEE ADDENDUM | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | **One (1) small-size full electric sedan (CLIN0001)**<br>**No VAT applicable.** | 1 | each | | |
| | **One (1) preparation package (CLIN0002) including VAT @ 20%** | 1 | each | | |
| | **Grand Total (CLIN0001 + CLIN0002)** | 1 | each | | |

| | |
|---|---|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* |

☒ 27a.Solicitation incorporates by reference far 52.212-1, 52.212-4 is attached. addenda ☒ ARE ☐ ARE NOT

☐ 27b.Contract/purchase order incorporates by reference far 52.212-4 is attached. addenda ☐ ARE ☐ ARE NOT

| | |
|---|---|
| ☒ 28. Contractor is required to sign this document and return _1___ copies to issuing office. contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein. | ☐ 29. Award of contract: ref. _____ offer dated _____. your offer on solicitation (block 5), including any additions or changes which are set forth herein, is accepted as to items: |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* |
| 30b. NAME AND TITLE OF SIGNER *(Type or print)* / 30c.DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)*<br>**Craig N. Deatrick** / 31c. DATE SIGNED |

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Prescribed by GSA - FAR (48 CFR) 53.2

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| 33. SHIP NUMBER<br>☐ PARTIAL ☐ FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br>☐ COMPLETE ☐ PARTIAL ☐ FINAL | 37. CHECK NUMBER |
|---|---|---|---|---|
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NO. | 40. PAID BY | | |

| 41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41C. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE REC'D *(YY/MM/DD)* | 42d. TOTAL CONTAINERS |

**STANDARD FORM 1449** (REV. 2/2012) **BACK**

# SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- **19FR6326Q0093**
PRICES, BLOCK 23

## I. PERFORMANCE WORK STATEMENT

A. The Contractor shall **furnish and deliver one *(1) small-size EV sedan*** to the **GSO/MP** section for the U.S. Mission in France in accordance with the specifications and terms and conditions set forth herein in accordance with the specifications and terms set forth herein in Block 20.

B. The prices listed below shall include all labor, equipment, materials, overheard, profit and transportation necessary to deliver the required items to FAC section in Paris, France.

C. This is a firm fixed price type of purchase order/contract. Contractor shall furnish and deliver one (1) small-size EV sedan to the GSO/MP section in Paris, France.

*D.* All prices shall be in Euros.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

| Performance Objective | Scope of Work Paragraphs | Performance Threshold |
|---|---|---|
| Services.<br>Performs all **furnish and delivery of one small-size sedan** set forth in the scope of work. | See Block 20 | All required services are performed and no more than one (1) customer complaint is received per month. |

***1. SURVEILLANCE.*** The COR will receive and document all complaints from Government personnel regarding the item and services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

***2. STANDARD.*** The performance standard is that the Government receives no more than one (1) [Note to Contracting Officer: Insert other number if desired] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

***3. PROCEDURES***.

(a)If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b)The COR will complete appropriate documentation to record the complaint.

(c)If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d)If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## II. PERIOD OF PERFORMANCE

The delivery of the vehicle shall be no later than **two hundred and ten (210) calendar days** after the date of the award.

## III. PRICING

| CLIN | DESIGNATION | Unit price without VAT | Qty | TOTAL PRICE IN EUROS WITHOUT VAT | VAT (20%) | TOTAL PRICE IN EUROS WITH VAT |
|---|---|---|---|---|---|---|
| **0001** | **One small-size EV sedan** including mandatory and others features, as per Specifications in Section 1- Block 20 | | 1 | | **Exempted from VAT** | |
| **0002** | **Preparation package** | | 1 | | | |
| | **TOTAL PRICE IN EUROS (CLIN0002 + CLIN0002)** | | | | | |

## III. VALUE ADDED TAX

*VALUE ADDED TAX*.

The contractor shall apply 20% VAT on Clin 0002.

## IV. SPECIFICATIONS

### IV.I. Purpose

The purpose of this firm fixed price purchase order is to acquire one small-size EV sedan with the following specifications for the FAC section located in Paris.

### IV.II. CLIN0001 – Small-size full electric sedan LHD (left hand drive, steering wheel on the left side of the vehicle for the French market)

The Contractor shall provide a small size sedan, full electric, five (5) doors* and automatic gear with French specifications so that it may be easily maintained and repaired in France.

Mandatory features:

**a) Engine:**
Electric, battery 48 to 50 kWh

**b) Transmission:**
Automatic

**c) Interior & Exterior**
Black metallic exterior Paint
Textil or Alcantara seats sandy / beige color
Textil or velvet floor mats (front and rear)
Rim: 17”
Vehicle height: 1550 mm minimum / 1610 mm maximum
Width: 1600 mm minimum 1650 mm maximum
Vehicle length: 3800 mm minimum 3850 maximum.
Electric windows
High end version or equivalent

**d) Safety & Security**
Winter pack
LED front headlights
LED rear-tail lights
Tire pressure monitoring
Anti-theft alarm system
Pack assistant driving

Blind Spot Information System
Vehicle alarm/anti-theft system
Bluetooth system for phone calls
APPLE CAR PLAY + ANDROID AUTO
Driver security pack assist and driving aid
Tinted windows
Front and rear parking sensors with 360-degree camera
Security pack (vest, triangle, first aid kit)
Anti-Teft wheel nuts

**e) Other Features**
Power door locks
USB sockets and wireless charging system (induction)
GPS, navigation system
Power steering
A/C automatic
Fully folding front and rear, driver and passenger seats for a versatile, flat floor "minivan" capable of accommodating bulky cargo.

- **Garage information**
Offeror shall provide name and address of contractor able to perform the maintenance and recalls in Paris and/or its vicinity.

**IV.III CLIN0002 – Preparation package**

The contractor shall provide the following as part of the Preparation Package:
- Vehicle cleaning and preparing the car for delivery
- A minimum of 10 liters of gasoline
- Preparation for start-up (checking of oil levels, brakes, engine, main beam lights)
- Pre-delivery testing of vehicle

## V. DELIVERY LOCATION AND TIME

**V.I.** The vehicle shall be delivered to the FAC section in Paris. Transportation shall be included in the price if the delivery is being delivered/arriving from outside of France.

**V.II.** The Contractor shall deliver all items not later than **two hundred and ten (210) calendar days** after date of contract award. Delivery time for the proposed vehicle to the final destination in calendar days or months, based on the receipt of a firm order by the contractor.

**VIII.** European warranty terms and conditions shall apply for the vehicle.

## VI. OFFER VALIDITY & TECHNICAL DOCUMENTATION

### VI.I Offer

The validity period of offer. We ask that the offer be valid for at least 45 calendar days from the date of the offer.

### VI.II Technical documentation

The Offeror shall provide the brand, type, model number, detailed specifications, technical data, and color chart listing the available interior and exterior color combinations for the proposed vehicle in its technical bid. They shall also include a compliance sheet clearly indicating that the specifications of the proposed vehicle meet the minimum requirements listed above. Any deviations to the minimum specifications shall be clearly indicated in the remark's column.

# SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) *Payment*—
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.
(s) *Unauthorized obligations*.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the

EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 (RESERVED)

# ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

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): Acquisition.gov

(End of clause)

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

| CLAUSE | TITLE AND DATE |
|---|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | [RESERVED] |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014) |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| 52.229-6 | TAXES- FOREIGN FIXED PRICE CONTRACTS (FEB 2013) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) |
| 52.240-91 | SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION JAN 2026) |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION JAN 2026) |

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(*End of clause*)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

***(a)*** Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State

of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

***(b)*** Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott,'' and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(*End of clause)*

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.
The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(*End of clause*)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

***(a) General.*** The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

***(b) Invoice Submission.*** The invoice(s) shall be addressed to:

**AMERICAN EMBASSY PARIS**
A l'attention de : FMC VOUCHERS / DBO
2, avenue Gabriel
75382 PARIS Cedex 08
Tél. : 01.43.12.22.22

And be submitted by email to **ParisFMCDBO1@state.gov**.

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

***(c) Contractor Remittance Address***. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

_____
_____
_____

(*End of clause*)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Easter Monday
Labor Day
Veterans' Day WWII
Memorial Day
Ascension Day
Whit Monday
Juneteenth
Independence Day
French National Day
Assumption Day
Labor Day
Columbus Day
All Saints' Day
Veterans Day WWI
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

***(b)*** When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

***(c)*** When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

***(d)*** For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

***(e)*** If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(*End of clause*)

652.239-801 DISCLOSURE OF AI USE CLAUSE (DEVIATION) (SEP 2025)

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

*Artificial Intelligence (AI)*: The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.

iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).

iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

(b) **Disclosure of AI Use in Contract Performance.** When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the performance of the contract, the Contractor shall provide the following disclosures in its offer:

Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system was developed internally, acquired from a third party, or is publicly/commercially available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.

These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.

The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

(End of Clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Motorpool Supervisor**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

# *SECTION 3 - SOLICITATION PROVISIONS*

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEPT 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

***A.1.*** A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1- Pricing has been filled out.

***A.2. Information demonstrating the offeror's/quoter's ability to perform, including:***

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English and French; and who would have direct responsibility for this contract.

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in ***France.*** This shall be a Kbis or equivalent document.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number.

(1) List of clients over the past **three (3)** years, demonstrating prior experience in providing one (1) small size full electric sedan with relevant past performance information and references in France (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(2) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(3) The offeror shall provide a copy of licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). This shall include copies of insurance certificate;

(4) The offeror's plan for **the provision of one small size full electric sedan** to include but not limited to:

(a) A work plan taking into account all work elements in Section 1- Block 20, Performance Work Statement showing how it meets the required specifications.

(b) Offeror shall provide name and address of at least one garage able to maintain the vehicle in Paris or its vicinity

(c) A delivery schedule

(d) Insurance certificate

(e) request that the offer for the subject vehicles be in English language and include, as a minimum, the following:

1) Brand, type, model number, detailed specifications, technical data, and color chart listing the available interior and exterior color combinations for the proposed vehicle. We ask that they also include a compliance sheet clearly indicating that the specifications of the proposed vehicle meet the minimum requirements listed above. Any deviations to the minimum specifications shall be clearly indicated in the remarks column.

(5) The validity period of offer. We ask that the offer be valid for at least 45 calendar days from the date of offer.

**(i) Subcontracting plan-** If a subcontractor(s) is to be used, the Contractor shall provide a complete sub-contracting plan including, but not limited to:

- Qualification of the subcontractor as required in **A.2.** including:
  - Evidence of an established business in France,
  - evidence of financial and personnel resources,
  - licenses and permits requirement by French law (certificate of insurance),
  - an organization chart showing the structure and location of the subcontractor,
- Past performance of the subcontractor in providing vehicles similar to this contract for a minimum of three (3) years
- Evidence of an existing partnership with the sub-contractor for a minimum of three (3) years
- Past performance demonstrating a good business relationship with the sub-contractor, including payment of the subcontractor in due time.
- request that the offer for the subject vehicle be in the English language and include, as a minimum, the following information:

1) Brand, type, model number, detailed specifications, technical data, and color chart listing the available interior and exterior color combinations for the proposed vehicle. We ask that they also include a compliance sheet clearly indicating that the specifications of the proposed vehicle meet the minimum requirements listed above. Any deviations to the minimum specifications shall be clearly indicated in the remarks column.

# FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Acquisition.gov

(End of provision)

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT – REGISTRATION ( DEVIATION NOV 2025)

52.204-16 [RESERVED]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION NOV 2025)

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION NOV 2025)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (DEVIATION NOV 2025)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

***(a)*** The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

***(b)*** The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Mikael McCowan**, at **01.43.12.20.09**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.
(*End of provision*)

# SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

- Evaluation factors will include, vehicle price, fuel costs, maintenance costs, and possible fleet commonality to determine the best option to benefit the Government.

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

    - Adequate financial resources or the ability to obtain them;
    - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
    - Satisfactory record of integrity and business ethics;
    - Necessary organization, experience, and skills or the ability to obtain them;
    - Necessary equipment and facilities or the ability to obtain them; and
    - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

# SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 [RESERVED]

52.212-3 [RESERVED]

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—
(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if—
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

***(b)*** Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

***(c)*** If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

***(d)*** A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions.*

(End of provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

***(a) Definitions***. As used in this provision:
Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

***(b) Certification***. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(*End of Provision*)