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SOLICITATION FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER PR16052822	PAGE 1 OF 53
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19TU1526Q3632	6. SOLICITATION ISSUE DATE **July 2nd, 2026**
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME **Anthony Chang, GSO or Procurement Specialist**		b. TELEPHONE NUMBER(No collect calls) **+90-312-294 00 00**	*8. OFFER DUE DATE/ LOCAL TIME* **July 16th, 2026, 3:00 p.m.**

9. ISSUED BY CODE **General Services Office, U.S. Embassy of Ankara** **Çukurambar Mah. 1480 Sk. No 1,** **Çankaya, Ankara, Türkiye**	10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE:____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB ☐ 8 (A) SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE 12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP
15. DELIVER TO CODE **U.S. Embassy of Ankara GSO** **Çukurambar Mah. 1480 Sk. No 1,** **Çankaya, Ankara, Türkiye**	16. ADMINISTERED BY CODE **U.S. Embassy of Ankara RSO** **Çukurambar Mah. 1480 Sk. No 1,** **Çankaya, Ankara**
17a CONTRACTOR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE **U.S. Embassy of Ankara** **Financial Management Center** **Çukurambar Mah. 1480 Sk. No 1,** **Çankaya, Ankara**
☐ 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
1	MY2026 or newer C-segment compact SUV, LHD, five-passenger/four-door plus rear cargo gate, gasoline mild-hybrid/electric-assist powertrain, automatic transmission, all-wheel drive, homologated for Türkiye. See Section 1 for delivery categories, documentation, and salient characteristics.	3	each	USD or TRY	USD or TRY

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. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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)*	31c. DATE SIGNED
		Anthony Chang	

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
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐	

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE Computer Generated

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER 19TU1526Q3632
PRICES, BLOCK 23

I. SCOPE OF PURCHASE

The Contractor shall supply and deliver:

- Three (3) brand-new, factory-produced MY2026 or newer C-segment compact sport utility vehicles (SUVs).

General Requirements (all vehicles)

The vehicles shall be:

- Brand-new, unused, left-hand drive, five-passenger compact sport utility vehicles with four passenger side doors plus a rear cargo gate/liftgate.

- Equipped with an automatic or continuously variable automatic transmission and all-wheel-drive capability suitable for all-weather official use.

- Powered by a gasoline engine with mild-hybrid/electric-assist capability, with engine displacement not exceeding 2.0 liters.

- Built and homologated for the Turkish/EU market and compliant with Euro 6.2 (Euro 6d) or higher emissions standards, or the current equivalent accepted for registration and road operation in Türkiye.

- Equipped with elevated ground clearance, all-wheel drive, and active stability/traction systems suitable for mixed urban, intercity, and rural terrain.

- Fitted with advanced safety systems, at a minimum: anti-lock braking system (ABS), electronic stability control, collision avoidance/automatic emergency braking, lane assistance, blind-spot/rear vehicle detection, adaptive cruise control, parking assistance, and rearview/multi-view camera coverage.

- Fully capable of legal registration and official operation in Türkiye without post-delivery conversion, retrofitting, or non-standard modifications.

- Covered by a manufacturer-backed warranty valid in Türkiye, with availability of OEM parts and authorized service coverage within Türkiye.

Requirement-Specific Salient Characteristics:

- Compact C-segment SUV/crossover configuration; minimum 220 mm ground clearance; minimum 500-liter cargo capacity; five-seat cabin; all-wheel drive; gasoline mild-hybrid/electric-assist powertrain; and safety, comfort, and support features listed in the specification table below.

Prohibitions and Documentation:

- Only new, factory-produced vehicles will be accepted. Remanufactured, refurbished, previously registered, used, damaged, gray-market, demonstration, or brokered vehicles that cannot be supported by the manufacturer-authorized channel in Türkiye are not acceptable.

- The offer shall include descriptive literature, completed Table 1 offeror check columns, and a signed compliance statement identifying the offered make, model, model year, trim/configuration, country of origin, VINs if available, delivery category, delivery location, warranty support, and compliance with each salient characteristic.

Performance Objective:

The delivered vehicles must provide safe, reliable, fuel-efficient, all-weather official transportation under local operating conditions in Türkiye, with lifecycle warranty support and OEM parts/service availability through authorized channels in Türkiye.

Detailed technical requirements, delivery categories, required documents, pricing instructions, and inspection/acceptance requirements are provided below and in the associated SF-1449 schedule.

The solicitation does not identify a required make or model. Offerors may quote any vehicle meeting the salient physical, functional, performance, warranty, delivery, and documentation requirements. To be considered technically acceptable, the offeror must clearly demonstrate compliance with each requirement and identify any proposed deviations or exceptions in its quotation.

II. DELIVERY TERMS AND CONDITIONS

Complete delivery or release-ready handover of all ordered vehicles, standard equipment, solicited accessories, keys, manuals, warranty certificates, and required commercial, shipping, customs-status, release, warranty, and conformity documents must occur within forty-five (45) calendar days after the purchase order is emailed to the awardee.

Category 1 and Category 2 delivery is complete only when the vehicles and required documents are physically tendered at the purchase-order delivery point.

Category 3 delivery is complete only when the vehicles are physically available for Government inspection at the accepted Turkish sea port free-zone/bonded warehouse, all required release documents have been provided, and the warehouse/operator will release the vehicles to the Government or its designated representative without further seller action.

For purposes of this RFQ, the delivery category stated in the accepted quotation and purchase order controls the named delivery point, price inclusions, risk transfer, required documents, and inspection location. The offeror must quote one primary delivery category for all vehicles unless it clearly labels and separately prices alternate delivery categories. The Government will evaluate and accept only the delivery category, named delivery point, and firm-fixed price stated in the resulting purchase order.

A. Delivery Category 1 - Vehicles Not Present in Türkiye at Time of Offer Submission

For vehicles not physically located in Türkiye at the time of offer submission, the offeror shall quote Delivered at Place (DAP) terms under Incoterms 2020-ICC. The named place shall be a designated bonded warehouse in Ankara, Türkiye, or another Ankara destination identified in the purchase order.

Under Category 1, the seller is responsible for export clearance, origin charges, carriage, transit costs, and risk until the vehicles are placed at the Government's disposal at the named place, on the arriving means of transport and ready for unloading. Unless the purchase order expressly states otherwise, the quoted Category 1 price shall not include Turkish import duties, VAT/KDV, SCT/ÖTV, diplomatic tax-exemption processing, registration charges, or unloading after DAP arrival.

B. Delivery Category 2 - Vehicles Already Located in Türkiye in Free Circulation

For vehicles already located in Türkiye in free circulation, the offeror shall deliver the vehicles to the U.S. Embassy compound in Çukurambar, Çankaya, Ankara, during receiving hours coordinated in writing with the Embassy.

For this RFQ, "free circulation" means that Turkish import/customs clearance has been completed before delivery; the vehicles are not held in a bonded warehouse, free zone, temporary-storage facility, port hold, lien, or other third-party custody status; and no unpaid seller-controlled port, storage, release, dealer-preparation, or local transportation charges remain. The seller bears all cost and risk through delivery to the Embassy receiving point and shall provide documents required for Embassy registration, warranty activation, and official operation in Türkiye.

C. Delivery Category 3 – Vehicles Already Stocked at a Turkish Sea Port Free-Zone/Bonded Warehouse

Applicability. Category 3 may be quoted only if every vehicle meets all of the following conditions:

- The vehicles are already in Türkiye when the offer is submitted.
- The vehicles are held in one of the following statuses: Turkish sea port custody, free-zone custody, customs warehouse, bonded warehouse, or temporary-storage custody.
- The facility is at a sea port in Istanbul, Kocaeli, Izmir, or Mersin. No other location is acceptable under Category 3.

Place of handover. The handover point is the accepted port/free-zone/bonded warehouse. Category 3 is not DAP Ankara. It is not a free-circulation delivery. Onward delivery or import-clearance support applies only if the purchase order expressly accepts and prices that support.

Quotation details. The quotation must identify:

- exact port and facility name/address;
- warehouse or operator;
- customs/free-zone status;
- VINs or chassis numbers, if assigned;
- storage paid-through date/time;
- release process; and
- person or entity authorized to release the vehicles to the Government or its designated representative.

Base price. Unless the purchase order separately awards onward delivery, the Category 3 base price must include:

- the vehicle price;
- all seller-responsible costs needed for release-ready handover and Government acceptance at the named facility; and
- all port, free-zone, bonded warehouse, temporary-storage, demurrage, terminal handling, custody, release, gate-out, documentation, and operator charges during the included-charge period below.

After Government acceptance, onward transportation from the facility to Ankara is the Government's responsibility unless separately priced and awarded.

Included-charge period. The quoted firm-fixed price must cover the charges listed above through the earlier of:

- Government acceptance; or
- five (5) business days after the Embassy receives both complete Category 3 release-ready notice and all required Category 3 documents.

Post-acceptance charges. A charge after the included-charge period is payable by the Government only if all of the following are true:

- The charge is caused solely by Government delay.
- The charge is identified before it is incurred.
- The identified details include the charge type, rate, maximum cap, trigger event, and responsible party.
- Those details are in the accepted quotation or in written Contracting Officer approval.
- The charge is not caused by seller/vendor documents, ownership, liens, release authority, warehouse status, inaccurate notice, or coordination failure.

Open-ended price language is not acceptable. Do not use phrases such as:

- "plus port charges," "actual demurrage," "storage TBD," "release costs to be determined," or similar language.

A variable or post-acceptance charge is acceptable only if the purchase order identifies the charge, fixed amount or rate, maximum cap, trigger event, responsible party, and approval requirement.

D. Responsibility Allocation Under DAP / Bonded-Location Delivery

Seller's Responsibilities:

1. Export packaging, vehicle protection, custody, and preparation appropriate to the delivery category and transport mode.
2. For Category 1, loading, origin handling, export clearance, origin duties/fees, international or domestic carriage to the named DAP place, and all costs and risk required by DAP Incoterms 2020 through arrival at the named place, excluding Government import clearance, duties/taxes, diplomatic exemption processing, registration, and unloading unless the purchase order states otherwise.
3. For Category 2, all seller costs and risk through delivery at the Embassy receiving point, including local transportation, dealer preparation, free-circulation status, release, and any pre-existing charges necessary to make the vehicles registration-ready and available for official operation.
4. For Category 3, all seller costs and risk through release-ready handover and Government acceptance at the accepted port/free-zone/bonded warehouse, including custody, storage, demurrage, handling, release, documentation, and operator charges through the included period defined in Section II.C.
5. Delivery of complete and accurate commercial, shipping, customs-status, conformity, warranty, and release documents required for the applicable delivery category.
6. Protection of the vehicles from damage, loss, unauthorized use, liens, encumbrances, title defects, or third-party release holds until Government acceptance at the named delivery or handover point.
7. Coordination with the Embassy, shipping line, customs broker, local agent, free-zone/bonded warehouse operator, carrier, and/or authorized dealer to avoid demurrage, storage, release, customs, or registration delays caused by missing, inaccurate, or inconsistent vendor documents.

8. Correction, at no additional cost to the Government, of any deficiency, damage, missing component, document discrepancy, release defect, or nonconformity attributable to the seller before acceptance.

Buyer/Government Responsibilities:

1. Unloading at the named DAP destination for Category 1, unless the purchase order states otherwise.
2. Import customs clearance, diplomatic tax-exemption processing, registration coordination, and payment of duties/taxes only to the extent such obligations are legally applicable to the Government, are processed under host-government procedures for the Embassy, and are not seller responsibilities under the accepted delivery category.
3. For Category 3, onward movement from the named Turkish sea port free-zone/bonded warehouse after Government acceptance and release, unless the purchase order separately awards an onward-delivery option to the seller.
4. Final inspection, acceptance, and payment processing in accordance with this solicitation. Any Government-responsible post-acceptance storage or delay charge must be itemized in the accepted quotation or approved in writing by the Contracting Officer before it is incurred.

III. CONTRACT TYPE

This contract shall be awarded as a firm-fixed-price purchase order. Quoted prices must be all-inclusive for the accepted delivery category and named delivery point. The Government will not pay any charge that is not included in the quoted price or expressly identified in the accepted quotation/purchase order with a fixed amount or rate, maximum cap, trigger event, responsible party, and Contracting Officer approval requirement. Prices may be quoted in Turkish Liras or U.S. Dollars as specified in the quotation.

This RFQ does not constitute an obligation on the part of the U.S. Embassy to make an award. The Embassy reserves the right to cancel this RFQ, in whole or in part, at any time. The Contracting Officer reserves the right to reject any or all quotations and to waive informalities or minor irregularities in any quotation received.

This acquisition will be conducted under the Simplified Acquisition Procedures described in FAR Part 13. No additional compensation shall be made for increases in the cost of labor, materials, transportation, storage, demurrage, release, currency movement, equipment, documentation, or the contractor's failure to accurately estimate costs, delivery feasibility, customs/free-zone status, or performance challenges.

IV. GENERAL CONDITIONS

- Offerors must identify the applicable delivery category, named delivery point, delivery period, and firm-fixed price basis in the quotation: Category 1 - vehicles not present in Türkiye; Category 2 - vehicles already located in Türkiye in free circulation; or Category 3 - vehicles already stocked at a Turkish sea port free-zone/bonded warehouse located only at Istanbul, Kocaeli, Izmir, or Mersin ports. Quotations that do not identify the category and named point, or that contain open-ended charges, may be considered technically unacceptable.
- Vehicles must be capable of legal registration and official operation in Türkiye and must be delivered or handed over with all standard equipment, manuals, keys, tools, accessories, warranty

documents, conformity documents, customs-status/release documents, and registration-supporting documents required for the accepted delivery category.

- Quotations proposing a delivery period exceeding forty-five (45) calendar days from the date of award may be considered non-responsive and subject to disqualification due to lack of competitiveness.
- Offerors must be the manufacturer, manufacturer-authorized distributor, authorized dealer, or certified reseller of the proposed vehicle. Proof of authorization and ability to provide warranty service/support in Türkiye is required.
- Each vehicle shall be accompanied by a manufacturer-backed warranty valid in Türkiye through an authorized distributor/dealer, with coverage of at least three (3) years or 100,000 kilometers, whichever comes first. The original warranty certificate or manufacturer/dealer warranty documentation must be submitted at delivery or no later than final acceptance.
- Complete delivery of all vehicles and all standard and solicited components, documentation, accessories, and tools is mandatory. Partial deliveries will not be accepted unless specifically authorized in writing by the Contracting Officer.
- If vehicles are transported by sea, road, air, or multimodal shipment, the contractor shall ensure compliance with all carrier, port, customs, battery, fuel, and dangerous-goods handling requirements applicable to motor vehicles to avoid logistical delays and additional charges attributable to the contractor.

V. SPECIFICATION

The proposed vehicles must be MY2026 or newer, left-hand drive (LHD), C-segment compact sport utility vehicles (SUVs), built and homologated in accordance with European Union/Turkish market vehicle specifications, and fully compliant with all relevant safety, emissions, and performance standards applicable in the Turkish market.

Where the specification table permits an equivalent feature, the quotation must show that the offered feature performs the same core operational, safety, comfort, warranty, or registration function and is supported by manufacturer literature or official conformity documentation. The Contracting Officer will determine equivalency based on the submitted documentation.

All units shall be:

- Brand new, unused, factory-produced, and free from defects, damage, liens, encumbrances, or title restrictions.
- Fully operable, equipped with all standard and required components, and suitable for official use upon delivery and acceptance.
- Capable of legal registration and road use in Türkiye under applicable local regulations without post-delivery conversion or non-standard modifications.

Table 1 - MY2026 or Newer C-Segment Compact Sport Utility Vehicle (SUV) (Quantity: 3)

#	Description	Requirement	Meets	Exception
1	Vehicle type	MY2026 or newer C-segment compact crossover/sport utility vehicle (SUV); brand-new, factory-produced, unused.	☐	☐
2	Drive side	Left-Hand Drive (LHD).	☐	☐

#	Description	Requirement	Meets	Exception
3	Seating and doors	Five (5) seats; four passenger side doors plus rear cargo gate/liftgate.	☐	☐
4	Powertrain / fuel	Gasoline engine with mild-hybrid/electric-assist capability, or functionally equivalent hybrid-assist system.	☐	☐
5	Engine performance	4-cylinder petrol or equivalent commercial SUV engine; manufacturer-published displacement not exceeding 2.0 liters / 2,000 cc; minimum 100 kW / 136 PS output and 180 Nm torque.	☐	☐
6	Transmission	Automatic transmission.	☐	☐
7	Drivetrain	All-wheel drive (AWD), active torque split, or equivalent AWD system.	☐	☐
8	Emissions / homologation	Euro 6.2 (Euro 6d) or higher, or current Turkish/EU market registration equivalent, evidenced by Certificate of Conformity, (Uygunluk Belgesi), or other official/manufacturer conformity document acceptable for registration in Türkiye.	☐	☐
9	Ground clearance	Minimum manufacturer-published ground clearance of 220 mm at kerb weight, or 220 mm under the manufacturer's standard published ground-clearance measurement basis.	☐	☐
10	Cargo capacity	Minimum 500 liters with rear seats up, manufacturer-published capacity.	☐	☐
11	Overall size	Compact/C-segment SUV dimensions: length 4,550-4,800 mm; width 1,780-1,900 mm; height 1,650-1,800 mm; wheelbase 2,600-2,750 mm.	☐	☐
12	Chassis / tires	Front and rear disc brakes; four-wheel independent suspension; alloy wheels, minimum 18-inch; all-season tires; tire pressure monitoring system.	☐	☐
13	Stability systems	Anti-lock braking system (ABS), electronic stability/vehicle dynamics control, traction control, and active torque vectoring or equivalent required.	☐	☐
14	Airbags	Front, front-side, curtain, and driver knee airbags, or equivalent comprehensive occupant-protection system.	☐	☐
15	Collision avoidance	Pre-collision braking/automatic emergency braking and throttle management or equivalent required.	☐	☐
16	Lane / cruise assistance	Lane departure warning/prevention, lane centering or emergency lane keep assist, and adaptive cruise control or equivalent required.	☐	☐
17	Blind spot / rear detection	Blind spot monitoring, rear vehicle detection, rear cross-traffic alert and/or reverse automatic braking, or equivalent required.	☐	☐
18	Camera / parking assistance	Rear view camera plus front/side camera coverage or multi-view monitor; parking sensors and/or reverse automatic braking required.	☐	☐
19	Lighting	LED headlamps with automatic high-beam function; LED fog/cornering lamps preferred.	☐	☐
20	Air conditioning	Dual-zone automatic climate control required.	☐	☐

#	Description	Requirement	Meets	Exception
21	Seats / interior comfort	Durable leather/leatherette or equivalent upholstery; heated front and rear seats; power-adjustable front seats required.	☐	☐
22	Infotainment / connectivity	Integrated display audio system with Bluetooth, USB ports, and Apple CarPlay/Android Auto or equivalent smartphone interface required.	☐	☐
23	Exterior / convenience equipment	Power-folding mirrors, roof rails, UV/privacy glass, and power sliding/tilt sunroof or equivalent required.	☐	☐
24	Warranty / local support	Manufacturer-backed warranty valid in Türkiye for at least 3 years or 100,000 km; authorized service and OEM parts support in Türkiye required.	☐	☐
25	Preferred colors	Preferred exterior colors are dark grey, black, white, river rock pearl, or another standard exterior color proposed by the offeror. The accepted purchase order will identify final approved color(s); color substitution after award requires written Contracting Officer approval.	☐	☐

VI. REQUIRED DOCUMENTS - PROPOSAL SUBMITTAL / AWARD CONSIDERATION

Offerors shall submit the proposal document set listed in Section 3, Proposal Submittal / Award-Consideration Checklist (submit with quotation). The Section 3 checklist is the controlling offer-stage submission requirement for award consideration.

Offerors shall also complete the offeror check columns in Table 1 and provide supporting technical literature with the quotation. Delivery/shipping documents are separate post-award delivery or release-ready handover documents and are listed in Section 1.IX.

VII. VALUE ADDED TAX

Value Added Tax (VAT/KDV) and Special Consumption Tax (SCT/ÖTV), where exempted for the U.S. Embassy under applicable host-government procedures, shall not be included in the CLIN rates or invoices. The Government will provide applicable diplomatic tax-exemption documentation after award or during invoice/customs processing, as applicable.

The contractor shall not invoice VAT/KDV, SCT/ÖTV, customs duty, import duty, or similar taxes/fees that are exempted under the Embassy process; any non-exempt tax or charge must be identified before award and may be charged only if accepted in the purchase order.

VIII. PRICING

The contractor shall deliver the vehicles specified in this solicitation at the agreed firm-fixed price and within the designated timeframe.

The quoted rates must include all costs associated with the accepted delivery category, including the vehicles, standard equipment, required accessories, documentation, warranty, labor, materials, overhead, profit, seller-responsible transportation, transit insurance when required or included, custody, storage, demurrage, release costs, and all other seller costs necessary to complete delivery or release-ready handover at the proposed named delivery point.

No separate surcharge, storage, demurrage, release, documentation, dealer, currency, or logistics charge will be paid unless expressly itemized and accepted in the purchase order.

VAT/KDV and SCT/ÖTV are not applicable to this contract to the extent covered by the Embassy tax-exemption process and shall not be included in CLIN rates or invoices. All prices must be quoted in Turkish Liras or U.S. Dollars and are to remain valid for 30 calendar days.

(*) For proposal evaluation purposes, to ensure equity between offers, the exchange rate will be based on the Central Bank of Türkiye's Banknote Buying price at 3:30 p.m. (GMT +3) for the Turkish Lira vs. U.S. Dollar on the solicitation due date.

Please enter the unit price and total cost in the fields provided, complete the separate Offered Delivery Category block below, identify the named delivery point, proposed delivery period, and any expressly Government-responsible charge, and sign below to confirm understanding and agreement with the terms and conditions of this solicitation.

BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

	DESCRIPTION	Qty.	Unit	Unit Price (TRY or USD)	Total Price (TRY or USD)
1	MY2026 or newer C-segment compact sport utility vehicle (SUV), Left-Hand Drive (LHD), 5-seater, gasoline mild-hybrid/electric-assist powertrain, automatic transmission, all-wheel drive, minimum 220 mm ground clearance, homologated for Türkiye, meeting all Section 1 salient characteristics, delivery, warranty, and documentation requirements.	3	ea.		
	TOTAL				

OFFERED DELIVERY CATEGORY (<u>Offeror shall check one and complete applicable blanks</u>):

Check only one primary category unless separately priced alternatives are clearly offered. The checked category must match the quoted price, delivery period, named point, and supporting documents.

☐ ***Category 1 - Vehicles not present in Türkiye at offer submission (DAP, Incoterms 2020-ICC).***

DAP named place in Ankara:_____;

origin/country of shipment: _____;

proposed delivery period: _____ calendar days after award; all seller-responsible costs through the named DAP place are included in the unit price: □ Yes.

☐ ***Category 2 - Vehicles already located in Türkiye in free circulation.***

Current vehicle location: _____;

delivery point: U.S. Embassy Ankara, Çukurambar, Çankaya, Ankara; proposed delivery period: _____ calendar days after award; free-circulation proof is included with the quotation: □ Yes.

☐ ***Category 3 - Vehicles already stocked at an approved Turkish sea port free-zone/bonded warehouse (Istanbul, Kocaeli, Izmir, or Mersin only).***

Port/city and facility name/address: _____;

warehouse/operator: _____;

customs/free-zone/bonded status: _____;

storage paid-through date/time: _____;

release authority/contact: _____;

optional onward delivery to Ankara offered: □ No □ Yes, price: _____.

Offeror confirmation: The checked category is the basis for the firm-fixed price, named point, required documents, inspection location, and risk/cost allocation. Any charge not expressly itemized in the accepted quotation/purchase order is deemed included in the firm-fixed price.

We hereby agree and commit to deliver or provide release-ready handover of the above specified MY2026 or newer C-segment compact sport utility vehicles to the Offered Delivery Category and named delivery point identified above and in our quotation for Embassy Ankara within (insert proposed delivery days) days after award, with no unpriced or open-ended charges, per the terms and conditions stipulated in this solicitation document.

Offeror's Company: _____

Legal Title: _____ Date: ____/____/_____

Legal Representative's Signature: _____

IX. REQUIRED DOCUMENTS - DELIVERY/SHIPPING

Use this checklist for post-award delivery or release-ready handover. The awarded vendor must provide the documents applicable to the accepted delivery category. These documents do not replace the proposal document set required by Section 3 and referenced in Section 1.VI.

Each document must identify each vehicle by VIN/chassis number when assigned and must be complete, accurate, and consistent with the invoice, delivery category, named delivery point, customs/free-zone status, release authority, warranty, and conformity documents.

Immediately upon dispatch or release readiness, the vendor shall email scanned copies to Ankara-GSO-Procurement-DL@state.gov. Originals, when required, shall be provided at or before delivery/handover unless the Contracting Officer authorizes a different timing in writing.

A. Category 1 - Vehicles Not Present in Türkiye at Time of Offer Submission. Provide:

☐ Vehicle title, Manufacturer Certificate/Certificate of Conformity, Certificate of Technical Conformity, or other manufacturer/export document required for import and Turkish registration - one (1) original, as applicable.

☐ Commercial Invoice - one (1) original and one (1) copy. The invoice must show the solicitation/purchase order number, delivery category, Incoterm/named place, VIN for each vehicle, currency, tax-exempt status, and vendor bank details.

☐ Packing List / vehicle inventory - one (1) original and one (1) copy. The list must identify vehicles, keys, manuals, accessories, tools, and standard equipment.

☐ Transport document - Bill of Lading, Air Waybill, CMR, or other applicable transport document; two (2) originals and three (3) copies when originals are issued.

☐ Certificate of Origin - one (1) original and one (1) copy.

☐ Transit insurance certificate - one (1) original and one (1) copy, when insurance is included in or required for the quoted delivery category. Coverage must extend through the seller-responsible delivery point.

B. Category 2 - Vehicles Already Located in Türkiye in Free Circulation. Provide:

☐ Certificate of Technical Conformity / Uygunluk Belgesi - one (1) original for each vehicle.

☐ Commercial Invoice - one (1) original and one (1) copy. The invoice must include VIN, delivery location, tax-exempt status, and vendor bank account details.

☐ Proof that the vehicles are in Turkish free circulation and are not subject to any bonded warehouse, free-zone, temporary-storage, port hold, lien, encumbrance, or unpaid seller-controlled release charge.

☐ Manufacturer-backed warranty certificate valid in Türkiye and authorized service/dealer support information.

C. Category 3 - Vehicles Already Stocked at a Turkish Sea Port Free-Zone/Bonded Warehouse. Provide:

☐ Custody/status document. Submit the warehouse receipt, free-zone stock certificate, bonded warehouse receipt, temporary-storage record, or equivalent custody document. It must identify the exact port/free-zone/bonded warehouse location, warehouse/operator, customs/free-zone status, VINs or chassis numbers if assigned, and the party holding release authority.

☐ Release document. Submit the port/free-zone/bonded warehouse release authorization, delivery order, gate-out authorization, or equivalent operator document confirming that the vehicles will be released to the Government or its designated representative upon Government acceptance, without further seller action or unpaid seller-responsible charges.

☐ Commercial Invoice - one (1) original and one (1) copy. The invoice must identify the named port/free-zone/bonded warehouse handover point, VINs/chassis numbers if assigned, delivery category, currency, tax-exempt/diplomatic import status as applicable, and vendor bank details.

☐ Certificate of Origin and Certificate of Technical Conformity / Uygunluk Belgesi, or manufacturer conformity documents sufficient for customs processing and Turkish registration after diplomatic import clearance, as applicable to the vehicle's customs/free-zone status.

☐ Category 3 Cost and Release Statement, signed by the offeror. The statement must identify: all charges included in the Category 3 base price through Government acceptance or the included five (5) business-day release period stated in Section II.C; the storage paid-through date/time; confirmation that no unlisted seller/warehouse/operator charge is payable by the Government for release at the named handover point; any separately priced optional onward transportation to Ankara, if offered; and any Government-responsible post-acceptance charge, if any, with the fixed amount or rate, maximum cap, trigger event, and responsible party. Any charge not expressly itemized in the accepted quotation/purchase order is deemed included in the firm-fixed price.

☐ No-lien/no-hold statement from the offeror and, when available, the warehouse/operator. The statement must confirm that the vehicles are free from liens, encumbrances, ownership disputes, unpaid seller-responsible charges, or release restrictions that would prevent Government inspection, acceptance, release, or onward movement.

D. Common Requirements for All Delivery Categories. Provide:

☐ Manufacturer/dealer authorization or reseller certification demonstrating authority to sell and support the offered vehicle in Türkiye.

☐ Warranty and service support statement confirming coverage of at least three (3) years or 100,000 km in Türkiye.

☐ VIN list for all vehicles no later than delivery/handover. VINs must match invoices, warehouse/transport records, and conformity documents.

☐ Manufacturer-backed warranty certificate valid in Türkiye, authorized service/dealer support information, manuals, keys, standard tools, and standard accessories.

☐ Prompt exception notice, if applicable. Any missing document, document inconsistency, customs-status discrepancy, release defect, or title/ownership issue must be disclosed promptly and corrected before final acceptance unless waived in writing by the Contracting Officer. The Government is not responsible for vendor-caused storage, demurrage, release, customs, registration, or transportation charges arising from such deficiencies.

X. INSPECTION AND ACCEPTANCE CONDITIONS

a. Inspection Location

Inspection and acceptance of the vehicles shall be conducted at the delivery or handover location specified in the purchase order: the U.S. Embassy compound in Ankara for Category 2, the named Ankara DAP destination for Category 1, or an approved Turkish sea port free-zone/bonded warehouse in Istanbul, Kocaeli, Izmir, or Mersin for Category 3.

b. Inspection Scope

Upon delivery or handover, the vehicles will be inspected by designated U.S. Government personnel to confirm that each vehicle:

- Complies with all technical specifications outlined in the purchase order and solicitation;
- Is brand-new, unused, undamaged, free from defects, and complete with all standard and solicited components;
- Includes all required accessories, keys, manuals, tools, warranty certificates, conformity certificates, commercial/shipping/customs-status documents, and other required documentation for the accepted delivery category;

- Has a verified VIN matching the invoice and supporting documents;
- Is eligible for legal registration and official use in Türkiye, or, for Category 3, is supported by complete documents adequate for Government release, customs/diplomatic processing, onward movement, and subsequent registration; and
- Has no liens, encumbrances, title defects, or unauthorized use before Government handover.

c. Inspection Timeline

The Government will complete inspection within five (5) business days after physical receipt or release-ready handover notice, provided that the vehicles are accessible for inspection and all required documents for the accepted delivery category have been received. The five-business-day period does not begin until both physical availability and complete documentation are confirmed. Deficiencies identified during inspection must be corrected by the vendor at no additional cost to the Government.

d. Acceptance

Final acceptance will occur only after successful completion of inspection and confirmation that all contract requirements have been met. Acceptance will be documented in writing by the Contracting Officer's Representative (COR), receiving official, or other designated Government representative. No payment will be processed prior to formal acceptance.

e. Rejection

If any delivered or release-ready vehicle does not meet contract specifications or is non-compliant, incomplete, undocumented, damaged, encumbered, unavailable for release, or otherwise unacceptable, the Government may reject the delivery or handover in whole or in part. The vendor shall remedy document/accessory/minor deficiencies within ten (10) business days after written notice, or provide a conforming replacement or other corrective action within the period specified by the Contracting Officer, at no additional cost to the Government. Rejection does not extend the required delivery period unless the Contracting Officer grants an extension in writing.

Point of Contact:

The Embassy point of contact will coordinate receiving/inspection arrangements and related communications. Contact information is as follows:

Ankara-GSO-Motorpool-DL@state.gov

XI. WARRANTY SUPPORT AND REMEDIES

a. Warranty Coverage

The Contractor shall provide a manufacturer-backed warranty that is valid and enforceable in Türkiye for a minimum of three (3) years or 100,000 kilometers, whichever comes first. The warranty must cover factory defects in materials, workmanship, and performance. Proof of warranty coverage must be submitted at delivery or no later than final acceptance in the form of an official certificate issued by the manufacturer or an authorized dealer.

b. Authorized Service Support

Warranty servicing must be available through authorized service providers located in Türkiye. The Contractor shall ensure that each delivered vehicle is eligible for service under the warranty at certified/authorized service locations of the manufacturer within Türkiye. The Contractor must provide a list of authorized service locations upon request.

c. Spare Parts and Repairs

The Contractor shall ensure that genuine original equipment manufacturer (OEM) parts are available within Türkiye throughout the warranty period. In the event of a mechanical failure or safety issue covered under warranty, the Contractor shall be responsible for coordinating timely repairs and parts replacement at no cost to the Government.

d. Response Time

For any warranty claim initiated by the Government, the Contractor shall acknowledge the request within two (2) business days and coordinate servicing within five (5) business days unless the Government agrees in writing to a different schedule. Warranty support must not depend on gray-market import status, non-authorized service channels, or vehicle documentation that prevents authorized service in Türkiye.

e. Remedies for Non-Compliance

If the Contractor fails to honor warranty, service-support, parts, or remedy obligations in a timely and effective manner, the U.S. Government reserves the right to:

- Seek reimbursement for any repair costs incurred due to failure of warranty support;
- Invoke any applicable warranty or remedy clause under FAR 52.212-4 (Contract Terms and Conditions - Commercial Products and Commercial Services); and
- Withhold, deduct, or otherwise pursue available contractual remedies for unresolved warranty deficiencies, if applicable.

XII. INVOICING AND PAYMENT

The contractor shall submit the invoice only after the vehicles have been delivered or made release-ready for Government handover at the accepted delivery point, all required documentation for the applicable delivery category has been provided, and the Government has completed acceptance in writing.

Payment currency will be the currency accepted in the purchase order. Unless the purchase order states otherwise, payment for local providers will be made in Turkish Liras and payment for non-local vendors will be made in U.S. Dollars. Payment will be processed 30 days after Government acceptance or 30 days after the Embassy payment office receives a proper invoice, whichever occurs later.

Advance payments are not authorized. Invoices should be sent to the Embassy point of contact and emailed to: U.S. Embassy Ankara [ankara-fmc-dbo-mb@state.gov]. Invoices must not include VAT/KDV, SCT/ÖTV, customs duty, import duty, or other exempted amounts to the extent covered by the Embassy exemption process; VAT/SCT exemption documentation will be provided by the Government as applicable.

For an invoice to be considered valid, it must include the following information:

- Purchase order number.
- Description of each vehicle, VIN/serial number, color, quantity, delivery category, named delivery point, unit price, and total price.
- Statement of VAT/KDV and SCT/ÖTV exemption, as applicable.
- Banking details, including bank name, branch name, account number, IBAN, and currency.
- Copies of the required delivery/category documents not previously submitted, any updated release/acceptance documents, and for Category 3 any accepted Cost and Release Statement or approved post-acceptance charge documentation.

The U.S. Government will review the invoice after receipt and will either return it as improper or proceed with payment processing. An invoice is not proper until acceptance has occurred and all required documents and accepted charge support have been received.

Invoice billing address:

EMBASSY OF THE UNITED STATES OF AMERICA IN ANKARA
1480 SOKAK NO 1, CANKAYA
ANKARA 06530, TURKIYE

Consignee:

EMBASSY OF THE UNITED STATES OF AMERICA IN ANKARA
1480 SOKAK NO 1, CANKAYA
ANKARA 06530 TURKIYE
PoC: to be provided to the awardee.
Email: ankara-shipping-dl@state.gov
Tel.: to be provided to the awardee.

Notify Party:

Same as consignee
Ankara Shipping
Email: ankara-shipping-dl@state.gov

XIII. 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 purchase order. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Delivery of compliant vehicles and all required delivery/category documents.	I. through XII.	All three vehicles are delivered or release-ready handed over on time, in brand-new and undamaged condition, meeting all salient characteristics, delivery terms, warranty requirements, charge-allocation requirements, and required-document standards for the accepted delivery category.

SECTION 2 - CONTRACT CLAUSES

AA-25-40 / FAR Part 4 class-deviation note: This solicitation is issued after the effective dates stated in Acquisition Alert 25-40. FAR Part 4 provisions or clauses removed, relocated, or superseded by that class deviation shall be applied in their deviated or replacement form. The security prohibitions and exclusions formerly addressed through separate FAR 52.204 supply-chain provisions are addressed by FAR 52.240-90 and FAR 52.240-91, as applicable.

For this RFQ, SAM and offeror-identification requirements are stated in Section 3 and cross-referenced in Section 1.VI: local Türkiye offerors/sellers are not required to submit SAM registration proof for award consideration under this RFQ; offerors located outside Türkiye must submit active SAM.gov registration proof, including UEI and NCAGE. When SAM is not required for a local Türkiye offeror, the Government may collect vendor identification, NCAGE/UEI information if available or requested, payment-enrollment information, and entity-level representations/certifications through the solicitation, Section 5, and Contracting Officer instructions consistent with AA-25-40/RFO FAR Part 4 procedures.

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_**X**_ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
_**X**_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (6) [Reserved].
__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_**X**_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).
_ **X**_ (11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
__ (ii) Alternate I (Dec 2023) of 52.204-30.
__ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__ (14) [Reserved].
__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (17) [Reserved]
__ (18)
(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-6.
__ (19)
(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-7.
__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
__ (21)
(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.
__ (v) Alternate IV (Jan 2025) of 52.219-9.
__ (22)
(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (Mar 2020) of 52.219-13.
__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26)
(i) 52.219-28, Postaward Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2)).
__ (ii) Alternate I (Mar 2020) of 52.219-28.
__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
__ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
_**X**_ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
__ (34)
(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
__ (ii) Alternate I (Feb 1999) of 52.222-26.
__ (35)
(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
__ (36)
(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
__ (ii) Alternate I (Jul 2014) of 52.222-36.
__ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_**X**_ (39)
(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
__ (41)
(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
_**X**_ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__ (47)
(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (Jan 2017) of 52.224-3.
__ (48)
(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
__ (ii) Alternate I (Oct 2022) of 52.225-1.
__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I [Reserved].
__ (iii) Alternate II (Jan 2025) of 52.225-3.
__ (iv) Alternate III (Feb 2024) of 52.225-3.
__ (v) Alternate IV (Oct 2022) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_**X**_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_**X**_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
_**X**_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
_**X**_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
_**X**_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
__ (65)
(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[*Contracting Officer check as appropriate.*]
__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

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. 7701(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) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) 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 clause)

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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 (APPLIES WHEN SAM REGISTRATION IS REQUIRED OR THE AWARDEE IS SAM-REGISTERED) (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-91	CONTRACTOR IDENTIFICATION (RFO DEVIATION - AA-25-40) (APPLIES WHEN SAM REGISTRATION IS NOT REQUIRED)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (RFO DEVIATION - AA-25-40)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
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)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond September 30 of the current year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

(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 Contractor shall submit invoices in an original and one e-archive pdf copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoices shall be sent to: ankara-fmc-dbo-mb@state.gov

(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 (FEB 2015)

The U.S. Mission in Türkiye will observe the following Turkish and American holidays in 2026.

Date(s) Tarih(ler)	Day(s) Gün(ler)	Holiday Tatil	Actual Workdays	American Turkish
January 1	Thursday	New Year's Day	1	A/T
January 19	Monday	Martin Luther King, Jr. Day	1	A
February 16	Monday	Washington's Birthday	1	A
March 19-22	Thursday-Sunday	Ramadan Holiday (From 13:00 on March 19, Thursday)	1½	T
April 23	Thursday	National Sovereignty and Children's Day	1	T
May 1	Friday	Labor and Solidarity Day	1	T

May 19	Tuesday	Ataturk Memorial, Youth and Sports Day	1	T
May 25	Monday	Memorial Day	1	A
May 27-30*	Wednesday-Saturday	Sacrifice Holiday	3	T
June 19	Friday	Juneteenth	1	A
July 3*	Friday	Independence Day	1	A
July 15	Wednesday	Democracy and National Solidarity Day	1	T
August 30	Sunday	Victory Day	0	T
September 7	Monday	Labor Day	1	A
October 12	Monday	Columbus Day	1	A
October 28-29	Wednesday-Thursday	Turkish Independence Day (From 13:00 on October 28, Wednesday)	1½	T
November 11	Wednesday	Veterans Day	1	A
November 26	Thursday	Thanksgiving Day	1	A
December 25	Friday	Christmas Day	1	A
TOTAL			21	A/T

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)

652.242-70 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.

(a) The COR or receiving/technical representative for this purchase order will be designated in writing by the Contracting Officer. No COR or receiving official may change the price, delivery category, delivery point, schedule, specifications, or other terms of the purchase order unless the individual is a warranted Contracting Officer acting within delegated authority.

(End of clause)

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.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION 3 - SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

Instructions to Offeror. Each offer must consist of the following:

Proposal Submittal / Award-Consideration Checklist (submit with quotation):
The quotation must include the complete proposal document set listed below. Section 1.VI cross-references this checklist; this Section 3 checklist controls the offer-stage submission package for award consideration. Missing, incomplete, inconsistent, unsigned, conditional, or open-ended information may make the quotation technically unacceptable, may delay evaluation, or may prevent an affirmative responsibility determination.

Required proposal document	Minimum content / instruction
☐ Completed solicitation package	Complete the SF-1449 cover page blocks 12, 17, 19-24, and 30 as applicable; complete Section 1 price, delivery category, named point, and signature entries; and complete Section 5 representations and certifications.
☐ Signed solicitation amendments, if any	Submit a signed copy of each amendment issued before the quotation due date.
☐ Offeror identity and contact information	Provide legal business name, physical address, country of establishment, point of contact, email, telephone, quotation-signatory name/title, and identify whether the offeror is a local Türkiye offeror/seller or an offeror located outside Türkiye.
☐ SAM registration or local vendor identification	Local Türkiye offeror/seller: SAM registration proof is not required for award consideration under this RFQ. Submit local legal identity/vendor information such as trade registry or chamber registration, tax number, authorized-signatory evidence, banking currency/IBAN details if requested, and UEI/NCAGE if already available or requested. Offeror located outside Türkiye: submit active SAM.gov registration proof, including UEI and NCAGE. An offeror located outside Türkiye that does not submit active SAM proof may be ineligible for award.
☐ Price and delivery category package	Complete the price table and the Offered Delivery Category block in Section 1. Identify currency, unit price, total price, named delivery point or handover facility, proposed delivery days after award, price inclusions, and any expressly Government-responsible charge. Open-ended or unpriced charges may cause the quotation to be considered technically unacceptable.
☐ Technical compliance statement / Table 1 verification	Complete the offeror check columns in Table 1 - MY2026 or Newer C-Segment Compact Sport Utility Vehicle (SUV) and submit a signed technical compliance statement identifying the offered make, model,

	model year, trim/configuration, country of origin, and VINs/chassis numbers if available. Any checked Exception/Deviation box in Table 1 must be explained in the quotation and supported by manufacturer literature or official documentation.
☐ Manufacturer datasheets/catalogues	Include official datasheets, catalogues, or brochures supporting the offered vehicle dimensions, powertrain, drivetrain, safety systems, comfort/convenience features, emissions/homologation, and warranty.
☐ Manufacturer/dealer authorization	Provide proof that the offeror is the manufacturer, importer, manufacturer-authorized distributor/dealer, authorized reseller, or certified reseller with authority to sell and support the offered vehicles in Türkiye.
☐ Warranty and service support	Identify the manufacturer-backed warranty of at least three (3) years or 100,000 km, or better, and provide authorized service/dealer support information for Türkiye.
☐ Delivery-category support	Category 1: identify the DAP named place in Ankara, origin/country of shipment, and planned delivery basis. Category 2: identify current vehicle location and provide proof of Turkish free-circulation status. Category 3: submit the signed Category 3 Cost and Release Statement and identify the port/facility/operator, customs/free-zone/bonded status, storage paid-through date/time, release authority/contact, and available custody/release documents.
☐ Exhibit A certification	Submit the completed Certification Regarding Compliance with Applicable Federal Anti-Discrimination Law.
☐ Exceptions/deviations statement	State either "No exceptions" or list each proposed exception clearly. The Government is not required to evaluate unstated assumptions, conditional pricing, undefined delivery charges, or exceptions that conflict with material RFQ requirements.

Delivery/shipping originals are not required with the proposal unless expressly required by the selected delivery category, requested by the Contracting Officer, or needed to support the offeror's proposed Category 2 or Category 3 status. However, the offeror must demonstrate that it can provide all delivery/handover documents required by Section 1.IX for the selected delivery category.

Please submit the complete quotation via email to Ankara-GSO-Procurement-DL@state.gov no later than 3:00 p.m. (GMT+3) on Thursday, July 16th, 2026. Quotations received after this deadline will not be accepted.

ADDENDUM TO SOLICITATION PROVISIONS
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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FAR SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT - REGISTRATION (RFO DEVIATION - AA-25-40) - APPLIES TO OFFERORS LOCATED OUTSIDE TÜRKIYE AND ANY OTHER OFFEROR FOR WHOM SAM REGISTRATION IS REQUIRED BY THE CONTRACTING OFFICER.

52.204-90 OFFEROR IDENTIFICATION (RFO DEVIATION - AA-25-40) - applies to local Türkiye offerors and any offeror not required by this RFQ to submit SAM registration proof.
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION - AA-25-40)

THE FOLLOWING DOSAR PROVISIONS 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/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD 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, ___[insert name]___, at ___[insert telephone and fax numbers]___. 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 Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest-priced, technically acceptable, responsible quoter whose quotation complies with the RFQ, offers a firm-fixed price for an acceptable delivery category and named delivery point, and contains no unresolved delivery, documentation, or charge-allocation exception.

- 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 unit price by the quantities in "Prices - Continuation of SF-1449, Block 23" and adding any separately priced option or Government-accepted charge that the purchase order states will be evaluated. Unpriced, undefined, or open-ended charges will not be evaluated as separate Government costs and may render the quotation technically unacceptable.

- The Government will determine technical acceptability by assessing the quoter's compliance with the terms of the RFQ, including:
- Offering all three (3) vehicles and demonstrating compliance with each salient characteristic in Section 1;
- Identifying one acceptable delivery category, named delivery point, delivery period, and firm-fixed price basis;
- Providing the required proposal document set in Section 3 and referenced in Section 1.VI, including the completed Table 1 offeror check columns, descriptive literature, warranty/service support information, manufacturer/dealer authorization, delivery/category support, and the applicable SAM registration or local offeror-identification documents;
- For Category 3, providing a complete Cost and Release Statement and documents adequate for Government inspection, acceptance, release, customs/diplomatic processing, onward movement, and subsequent registration;
- Meeting the forty-five (45) calendar-day delivery or release-ready handover requirement; and
- Taking no exception to material RFQ requirements unless the Contracting Officer accepts the exception in writing before award.

- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter 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.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

AA-25-40 / FAR Part 4 class-deviation note: The offeror shall complete the representations and certifications required by this Section 5, SAM when SAM registration is required for the offeror, and any deviated/replacement FAR Part 4 or Part 40 provision included in this solicitation. A local Türkiye offeror/seller not required to submit SAM registration proof under Section 3 and Section 1.VI shall complete Section 5 and any offeror-identification/entity-level representations and certifications requested under AA-25-40/RFO FAR Part 4 procedures. Where older FAR 52.204 telecommunications, ByteDance, Kaspersky, or FASCSA representation text conflicts with AA-25-40/RFO FAR Part 4 and FAR Part 40, the deviated/replacement provision controls.

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION - AA-25-40) is incorporated by reference. Offerors shall complete any required disclosures or representations under this provision and any Contracting Officer instructions issued with this solicitation.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

The Offeror shall complete paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in SAM. If the Offeror is a local Türkiye offeror/seller not required to submit SAM registration proof under Section 3 and Section 1.VI, the Offeror shall complete the representations and certifications in this Section 5 and any entity-level representations normally collected in SAM or requested through 52.204-90/Contracting Officer instructions, including any applicable paragraphs of FAR 52.212-3 and 52.240-90.

(a) *Definitions*. As used in this provision—
Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
Forced or indentured child labor means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.
Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended."Sensitive technology"—
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—
(1)
(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation
Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
Veteran-owned small business concern means a small business concern—
(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women
Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.
[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]
(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.
(1) *Small business concern*. The offeror represents as part of its offer that—
(i) It □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.
(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it □ is, □ is not an SDVOSB concern.
(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.
(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).
[*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.
(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.
(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____
(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–
(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
(d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-
(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It □ has, □ has not filed all required compliance reports.
(2) *Affirmative Action Compliance*. The offeror represents that-
(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) *Certification Regarding Payments to Influence Federal Transactions*
(31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]
(3) Domestic end products containing a critical component:
Line Item No. ___
[*List as necessary*]
(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g)
(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
Line Item No. ___
[List as necessary]
(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.
(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Israeli End Products:

Line Item No.

_____

Line Item No.

_____

_____

[*List as necessary*]
(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[*List as necessary*]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–
(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*
(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*
☐ (i) *The* offeror *will not supply any* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*
☐ (ii) *The* offeror may *supply an* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The* offeror *certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the* offeror *certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) □ Outside the United States.
(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)
[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]
☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR* 22.1003-4(c)(1). The offeror □ does □ does not certify that–
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR* 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐TIN: _____.

☐TIN has been applied for.

☐TIN is not required because:

☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐Offeror is an agency or instrumentality of a foreign government;

☐Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐Sole proprietorship;

☐Partnership;

☐Corporate entity (not tax-exempt);

☐Corporate entity (tax-exempt);

☐Government entity (Federal, State, or local);

☐Foreign government;

☐International organization per 26 CFR1.6049-4;
☐Other _____.
(5) *Common parent*.
☐Offeror is not owned or controlled by a common parent;
☐Name and TIN of common parent:
Name _____.
TIN _____.
(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) *Representation*. The Offeror represents that–
(i) It □ is, □ is not an inverted domestic corporation; and
(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(*Do not use a "doing business as" name*)
(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that–
(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark "Unknown").
Predecessor legal name:_____.
(*Do not use a "doing business as" name*).
(s) [Reserved].
(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly

accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
(u)
(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).
(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that–
(i) It □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of Provision)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)
□ Black American.
□ Hispanic American.
□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
□ Individual/concern, other than one of the preceding.

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) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) 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.

(g) 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)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

Exhibit A

CERTIFICATION REGARDING COMPLIANCE WITH APPLICABLE FEDERAL ANTI-DISCRIMINATION LAW

All Department of State contractors must certify that they do not operate any programs promoting DEI that violate any applicable anti-discrimination laws and agree that such certification is material for purposes of the government's payment decision and therefore subject to the False Claims Act. See 31 U.S.C. 3729(b)(4).

DIRECTIONS FOR CONTRACTORS and/or OFFERORS

1. Read the entire certification provided below.
2. After you have read the provisions, please check the appropriate boxes.
3. Upon completion of Step 2, fill out the representation below. *NOTE: This certification is made by a person with the authority to bind the contractor or offeror.*
4. Return completed form to the Contracting Officer/POC shown in the e-mail.

CERTIFICATION:

The Contractor or prospective offeror certifies they:

☐ are in compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 31 USC 3729(b)(4) (False Claims Act); and

☐ do not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.

Contractor or Offeror Name (Printed or Typed): _____

Authorized Representative Name and Title: _____

Authorized Representative Signature and Date: _____

Solicitation or Contract Number: _19TU1526P3632_