United States Embassy - Kuwait
Date: Aug 11, 2026

Dear Prospective Quoters,

Subject: RFQ Number: PR16174912 - MSG - Passenger Van.

The U.S. Embassy Kuwait invites you to submit a quotation under Request for Quotations (RFQ) No. **PR16174912** for the purchase, registration, and delivery of the following vehicle:

- One (1) Passenger Van, 11-passenger capacity, Hyundai Staria or equal.

This solicitation is issued under FAR Part 12, Acquisition of Commercial Products and Commercial Services.

Quoters shall follow the instructions contained in the attached solicitation, complete all required portions of the RFQ, and submit quotations electronically by email to Kuwait_Solicitation@state.gov no later than Sep 2, 2026, at 10:00 a.m. Kuwait local time.

The Government intends to award a purchase order to the quote responsible whose quotation is technically acceptable and offers the lowest evaluated price. Awards may be made based on initial quotations without discussion; however, the Government reserves the right to conduct discussions if determined necessary.

Interested quoters must be direct distributors, certified authorized dealers, licensed dealers, or authorized representatives in the State of Kuwait. Quoters must be authorized to sell, modify as required for Kuwait registration, register, deliver, and provide manufacturer-supported in-country warranty and warranty services for the offered vehicles.

1. Basis for Award

Award will be made to the lowest-priced, technically acceptable, and responsible quoter

2. SAM Registration

Prospective quoters are strongly encouraged, but not required, to register in the System for Award Management (SAM) at https://www.sam.gov.

- Quoters with an active SAM registration shall provide their Unique Entity Identifier (UEI) number and are not required to complete FAR 52.204-90, since the required information is available through SAM.
- Quoters without an active SAM registration shall complete FAR 52.204-90, Offeror Identification, included in full text in Section 5 – Representations and Certifications of this RFQ

3. Required Submission

To be considered for award, each quotation shall include, at a minimum:

a. Completed pricing schedule, including unit prices and total price;
b. UEI number, if SAM-registered, or completed FAR 52.204-90, if not SAM-registered;
c. Proposed delivery schedule in accordance with the RFQ requirements;
d. Warranty information;
e. Vehicle brand name, model, specifications, catalogs, and technical data sheets; and
f. Evidence that the quoter is an authorized distributor, dealer, licensed dealer, or authorized representative in Kuwait.

Failure to submit the required information may render the quotation non-compliant and ineligible for further consideration.

4. Questions

All questions regarding this RFQ shall be submitted by email to Kuwait_Solicitation@state.gov no later than Aug 25, 2026, at 10:00 a.m. Kuwait local time. Questions received after this date and time may not be considered.

Please use the following email subject line for questions:

"Questions – RFQ **PR16174912** - MSG - Passenger Van

5. Quotation Submission

Quotations shall be submitted electronically by email to Kuwait_Solicitation@state.gov no later than Sep 2, 2026, at 10:00 a.m. Kuwait local time. Late quotations will not be accepted except as permitted by solicitation.

Please use the following email subject line for quotation submissions:

"Quote – RFQ **PR16174912** - MSG - Passenger Van.

Sincerely,

Yared R Asnake
Contracting Officer

TABLE OF CONTENTS

Section 1 - The Schedule

SF 1449 cover sheet
Continuation To SF-1449, RFQ Number PR16174912, Prices, Block 23
Continuation To SF-1449, RFQ Number PR16174912, Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement

Section 2 - Contract Clauses

Contract Clauses
Addendum to Contract Clauses - FAR and DOSAR Clauses

Section 3

Solicitation Provisions
Addendum to Solicitation Provisions - FAR and DOSAR Provisions

Section 4 - Evaluation Factors

Evaluation Factors

Section 5 - Offeror Representations and Certifications

Offeror Representations and Certifications

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER **PR16174912**	PAGE 1 OF **5 of 42**
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE **Aug 11, 2026**
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME **Mohamad ELChami**		b. TELEPHONE NUMBER (No collect calls) **+965-2259-1216**	8. OFFER DUE DATE/ LOCAL TIME Kuwait **Sep 2, 2026 @ 10:00 am**

9. ISSUED BY CODE: **19KU20** **American Embassy Kuwait** **General Services Office** **Procurement Office. Procurement Office**	10. THIS ACQUISITION	☒ UNRESTRICTED	☐ 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 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION ☒ RFQ Request for Quote ☐ IFB Invitation for Bid ☐ RFP Request for Proposal

15. DELIVER TO	CODE **19KU20**		16. ADMINISTERED BY	CODE **19KU20**	
Kuwait_Solicitation@state.gov			**AMERICAN EMBASSY, KUWAIT** **GENERAL SERVICES OFFICE** **MASJID AL AQSA STREET, BAYAN KUWAIT**		
17a. CONTRACTOR/ OFFERER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY **Budget and Fiscal Office** **American Embassy Kuwait** **Email: KuwaitDBO@state.gov**	CODE **19KU20**	

☐ 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
001	**Purchase, delivery and registration of:** **One (1) Passenger-Van, 11-passenger capacity,** **Hyundai Staria or equal with registration** **(Use Reverse and/or Attach Additional Sheets as Necessary)**	**1**	**Each**		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4.	☒ ARE ☐ ARE NOT ATTACHED
☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4.	☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*Type or print*)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (*Type or print*)	31c. DATE SIGNED

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	☐ FINAL	

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

SECTION 1 - THE PRICE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER PR16174912
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

The purpose of this Firm-Fixed-Price (FFP) purchase order is to furnish, register, and deliver the following new vehicle in accordance with the salient characteristics, minimum specifications, and all terms and conditions of this Request for Quotations (RFQ):

- One (1) Passenger Van, 11 passenger capacity, Hyundai Staria or equal

The quoted prices shall include all costs associated with furnishing the vehicle, including, but not limited to, labor, materials, manufacturer preparation, transportation, freight, customs clearance (if applicable), registration, mandatory third-party liability insurance, delivery, overhead, profit, and all other incidental costs necessary to deliver the vehicle to the U.S. Embassy Kuwait, Masjid Al Aqsa Street, Bayan, Kuwait.

a. All prices shall be quoted in Kuwaiti Dinars (KWD).

II. Value Added Tax (VAT)

Value Added Tax (VAT) is not applicable to this purchase order and shall not be included in quoted prices or invoices. The U.S. Embassy Kuwait is exempt from applicable taxes pursuant to its tax exemption agreement with the Government of Kuwait.

III. Pricing

The Contractor shall provide firm-fixed prices in Kuwaiti Dinars (KWD) for all Contract Line-Item Numbers (CLINs).

No additional compensation will be provided for increases in labor, material, transportation, shipping, insurance, registration, or any other associated costs, nor will the purchase order price be adjusted due to currency exchange rate fluctuations or the Contractor's failure to accurately estimate the costs of performance.

Pricing Schedule

CLIN	Description	Qty	Total Price (KWD)
0001	Purchase and delivery of one (1) Passenger Van, minimum 11-passenger capacity, Hyundai Staria or equal, meeting the salient characteristics and minimum specifications of this RFQ.	1	_____
0002	Vehicle registration and mandatory third-party liability insurance for CLIN 0001.	1	_____
0003	**Total Price**		_____

CONTINUATION TO SF-1449

RFQ NUMBER PR16174912
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION, SALIENT CHARACTERISTICS, AND DELIVERY REQUIREMENTS

I. Product Description

Purchase, registration and delivery of:

- One (1) Passenger Van, 11-passenger capacity, Hyundai Staria or equal

The vehicles offered shall meet or exceed the minimum salient characteristics specified herein.

1. General Requirements

Offerors shall submit descriptive literature sufficient for the Government to determine whether the offered vehicles meet the minimum salient characteristics and specifications of this solicitation.

At a minimum, each quotation shall identify:

- Vehicle make;
- Vehicle model;
- Model year;
- Technical catalog or brochure;
- Manufacturer's specifications/data sheet; and
- Any additional documentation necessary to demonstrate compliance with the required salient characteristics.

Failure to provide sufficient technical documentation may result in the quotation being determined technically unacceptable.

2. Minimum Salient Characteristics. The offered vehicle shall meet or exceed the following minimum requirements:

One (1) Passenger Van, 11-passenger capacity, Hyundai Staria or equal, with the following minimum salient characteristics and required specifications
Model Year: 2025 or newer Body Type: Passenger Van Passenger Capacity: Minimum 11 passengers Engine: Minimum 6-cylinders, Automatic Transmission Safety Features: Anti-lock Brake System (ABS) and Brake Assist (BA) Three-point safety belts and adjustable head restraints for all seating positions, including the driver. Rear-view camera & parking sensors Front and rear air-conditioning system Seats upholstery fabric or leather Automatic folding passenger door Manufacturer warranty: Minimum 5 years or 100,000 km (whichever comes first). The Contractor agrees that the vehicle under this contract shall be covered by the most favorable commercial warranty the contractor provides to any customer for such items. The warranty shall be serviced/carried out in the State of Kuwait. Service workshops should be located in the State of Kuwait and are expected to be fully equipped to handle any work, from minor adjustments to all other levels of preventive maintenance & repair works with highly skilled trained staff to manufacturer standards Safety: At least 4 stars (crash test ratings) from either (New Car Assessment Program (Euro NCAP, Australasian NCAP, Japan NCAP and/or USA National Highway Traffic Safety Administration (NHTSA) and the Insurance Institute for Highway Safety (IIHS)).

Offers with Chinese vehicle brands (**such as but not limited to**: GAC, GEELY, DFM, CHANGAN, BAIC, BYD, Great Wall, Chery, MG and HAVAL) are not acceptable and will not qualify for the award.

3. Technical Acceptability

Only vehicles meeting or exceeding all minimum salient characteristics will be considered technically acceptable.

Vehicles failing to meet any mandatory requirement may be rejected as technically unacceptable.

4. Authorized Dealer Requirement

To be eligible for award, the offeror shall be a direct distributor, manufacturer, authorized dealer, or authorized representative licensed to conduct business in the State of Kuwait.

The successful offeror shall be authorized to:

- Register the vehicles for operation in Kuwait;
- Provide the manufacturer's in-country warranty;
- Perform warranty repairs through an authorized service facility located within Kuwait; and
- Deliver vehicles fully compliant with Kuwait registration requirements.

5. Quotation Requirements

The quotation shall include:

- Vehicle make and model;
- Technical brochures/catalogs;
- Manufacturer's data sheets;
- Confirmation of compliance with all salient characteristics;
- Warranty information;
- Stock availability (if applicable); and
- Proposed delivery lead time.

II. Delivery Requirements

A. Delivery Location

U.S. Embassy Kuwait
Masjid Al Aqsa Street
Bayan, Kuwait
Telephone: +965 2259-1253

B. Delivery Schedule

The Contractor shall deliver, register, and make available for Government acceptance all vehicles within 30 calendar days after receipt of the Purchase Order.

C. Vehicle Registration

The Contractor shall complete vehicle registration in the name of the U.S. Embassy Kuwait prior to delivery.

D. Delivery Procedures

Deliveries shall normally be made Sunday through Thursday, between 8:00 a.m. and 4:00 p.m., unless otherwise authorized by the Embassy.

E. Quotation Validity

Quotations shall remain valid for not less than sixty (60) calendar days from the quotation due date.

SECTION 2 - CONTRACT CLAUSES

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.

Clause/Provision	Description	Incorporated
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Deviation Aug 2025).	By Reference
52.203-17	Contractor Employee Whistleblower Rights. (NOV 2023)	By Reference
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	By Reference
52.204-19	Incorporation by Reference of Representations and Certifications. **(DEC 2014)**	By Reference
52.204-91	Contractor identification	By Reference
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. **(JAN 2025)**	By Reference
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	By Reference
52.222-19	Child Labor—Cooperation with Authorities and Remedies. **(JAN 2025**	By Reference
52.222-50	Combating Trafficking in Persons **(Nov 2021).**	By Reference
52.223-23	Sustainable Products.	By Reference
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving **(May 2024).**	By Reference
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	By Reference
52.232-39	Unenforceability of Unauthorized Obligations. (This clause prevents violations of the Anti-Deficiency Act (31 U.S.C. 1341)).	By Reference
52.233-3	Protest after Award. **(AUG 1996)**	By Reference
52.233-4	Applicable Law for Breach of Contract Claim.	By Reference
52.240-91	Security Prohibitions and Exclusions.	Full Text
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)	By Reference
652.243-70	Notices.	By Reference

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT

DOSAR 652.211-70 Branding and Marking (DEVIATION) (NOV 2025)

As a condition of this contract, the contractor shall ensure that all programs, funding, and assistance provided under this contract clearly acknowledge United States (U.S.) Department of State or U.S. Government support. All materials produced to communicate or promote a program, event, project, activity, or assistance under this contract, including but not limited to, invitations to events, press materials, event backdrops, podium signs, etc., must be marked with the standard, rectangular U.S. flag available at Guidance for Contracts and Grants - Contracts and Grants - U.S. Department of State Brand System (brand.america.gov/document/547370). Policy exceptions to branding and marking requirements are outlined in the U.S. Department of State Foreign Affairs Manual 10 FAM 416, Policy Exceptions.

Foreign Audience: For materials intended for a foreign audience, the contractor shall mark materials with the standard U.S. flag and communicate that the program is supported by the U.S. Government.

Domestic Audience: For materials intended for a domestic audience, the contractor shall mark materials with the Department of State seal available at Guidance for Contracts and Grants - Contracts and Grants - U.S. Department of State Brand System (brand.america.gov/document/547370) and the standard U.S. flag and communicate that the program is supported by the Department of State.

Subcontracts are subject to the Department of State marking requirements, and prime contractors must insert the substance of this clause, including this paragraph, in all subcontracts.

For all Department-funded awards, any publications shall include the following text: "*This [report/article] was funded [in part] by the United States Department of State. The opinions, findings, and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State*."

(End of clause)

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

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

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

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.
iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).
iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

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

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

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

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

(End of Clause)

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

(a) General. The Government shall pay the Contractor as full compensation for vehicle(s) received and accepted by the Government the firm fixed price stated in this purchase order.
(b) Invoice Submission. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoices submission & payment terms instructions to vendors:

1. Embassy payment terms are **30 days NET CREDIT**. Payment is due within 30 days after the receipt of a proper invoice (as defined by 5CFR 1315.9-b).
2. Invoice will be processed once vehicle is fully registered and received by the Embassy. Please note, Embassy does not make any ADVANCE payments.
3. Proper invoice to include PR#, Purchase Order #, clear description of items/services ordered as per Government purchase order. (All the details should be in English language).
4. Banking information includes Account name, Bank name, branch and address, Account number, IBAN number, swift code to be provided separately.
5. Invoice is required to be sent electronically to the Embassy Finance Office email: KuwaitDBO@state.gov to process for payment end of every month and/or end of every quarter.
6. Payment inquiries: For better tracking and response time on payment inquiries, all payment related inquiries to be forwarded directly to KuwaitFMCInquiry@state.gov

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

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services

A. Submission Instructions

Failure to comply with the submission instructions, required file format, or information requirements of this RFQ may result in the quotation being determined unacceptable and ineligible for award.

The PDF file must be unsecured and accessible without a password or other restrictions.

The Offeror shall submit its quotation electronically in four (4) separate attachments, clearly identified as follows:

Attachment	File Name	Format
Attachment I	RFQ_ **PR16174912** _SF1449	PDF or Microsoft Word
Attachment II	RFQ_ **PR16174912** _Introduction	PDF or Microsoft Word
Attachment III	RFQ_ **PR16174912** _Technical	PDF or Microsoft Word
Attachment IV	RFQ_ **PR16174912** _Price	Microsoft Word

B. Language Requirements

All quotations and supporting documentation shall be submitted in the English language. Documents issued by the Government of Kuwait or other entities may be submitted in their original language; however, each such document shall be accompanied by a complete English translation. The English translation shall govern for evaluation purposes.

C. Completeness of Quotation

Offerors are responsible for submitting a complete quotation demonstrating compliance with all solicitation requirements.

Page References. For Attachments II (Introduction) and III (Technical), the Offeror shall identify the page number(s) where each required submission item is addressed. The Government is not responsible for locating information that is not clearly referenced. Failure to provide page references may adversely affect the Government's evaluation of the quotation.

File	Required Documentation	(Tab 3) Proposal Ref. page
I SF1449	1. Completed and signed Standard Form (SF) 1449, including Blocks 12, 17, 19 through 24, and 30(a), (b), and (c). 2. Signed acknowledgment of all solicitation amendments, if applicable.	
II Introduction	The Offeror shall provide: 1. Company legal name, address, telephone number, and email address. 2. Company current licenses and permits required by applicable local law, including a copy of its current Kuwait Commercial Registration and Business License that offeror is an authorized dealer or a direct distributor or authorized representative in the State of Kuwait 3. **System for Award Management (SAM)** information: Prospective offerors are encouraged, but not required, to register in the System for Award Management (SAM) at https://www.sam.gov o Offerors with an active SAM registration shall provide their Unique Entity Identifier (UEI). o Offerors without an active SAM registration shall complete FAR 52.204-90, *Offeror Identification*. 4. Name, telephone number, and email address of the individual authorized to respond to clarification requests regarding the quotation. 5. Completed Section 5, **Representations and Certifications**. 6. Offer Validity Period. Quotations shall remain valid for sixty (60) calendar days from the quotation submission deadline.	
III Technical	1. Vehicle make and model; 2. Technical brochures/catalogs; 3. Manufacturer's data sheets; 4. Confirmation of compliance with all salient characteristics; 5. Warranty information; 6. Stock availability (if applicable); and 7. Proposed delivery lead time.	
IV Price	Complete Price Table for Vehicle and Registration	

ADDENDUM TO SOLICITATION PROVISIONS

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.

THE FOLLOWING FAR SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

Provision	Description	Incorporated
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	By Reference
52.214-34	Submission of Offers in the English Language.	By Reference

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/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and

appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Officer, at +965-2259-1516. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

Award Determination

The award will be given to the lowest-priced, technically acceptable, and responsible offeror. Failure to comply with solicitation instructions or submission requirements may result in a quotation being deemed unacceptable and ineligible for award. The Government may reject quotations that are unreasonably high or low.

The Government intends to evaluate an award without discussion but reserves the right to conduct discussions in accordance with FAR 12.203 and 12.204 if determined to be in the Government's best interest.

Evaluation Process

Quotations will be evaluated in the following order:

(a) Completeness Review

Quotations will be reviewed to confirm submission of all required information in accordance with Section 3

- SAM Registration:
    - Offerors with an active SAM registration need only provide their UEI number; completion of FAR 52.204-90 is not required.
    - Offerors without an active SAM registration must complete FAR 52.204-90 (Offeror Identification) in Section 5.

Offerors are strongly encouraged to maintain an active SAM account

(b) Technical Acceptability

The Government will evaluate whether the proposed services meet the requirements described in Section 3 and other parts of this RFQ. Evaluation will focus on:

Technical acceptability will be evaluated on a pass/fail basis and will be determined by the Offeror's demonstrated compliance with the minimum vehicle specifications, Offeror license as an authorized dealer and/or seller in the State of Kuwait, delivery time, submission requirements, and all solicitation terms and conditions.

(c) Price Evaluation

Price will be evaluated for reasonableness in accordance with FAR 12.204(a).

(d) Responsibility Determination

The apparent successful offeror will be determined responsible under FAR 9.104-1, considering factors such as:

- Adequate financial resources or ability to obtain them.
- Satisfactory record of integrity and business ethics.
- Necessary organization, experience, skills, equipment, and facilities.
- Ability to perform within the required timeframe.

SECTION 5 - REPRESENTATIONS AND CERTIFICATION

52.204-90 Offeror Identification

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
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. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary 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 the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ 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; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *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 CFR 1.6049-4; or
□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN 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)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word “CAGE” before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	(NCAGE Code Request Tool)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations mean engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan mean—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations mean 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 under 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—

(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)).

(b) *Procedures.*

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(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 (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of

refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 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)

(2) Exception of trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreement notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for

design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.240-91 Security Prohibitions and Exclusions.

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

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

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

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

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

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

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

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

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

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

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

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

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

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

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

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

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

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

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

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

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles

subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)