



September 13, 2022

Dear Prospective Offeror:

The General Services Administration (GSA) appreciates your interest in Solicitation Number 47QMCA22R0014 for model year 2023 Light Duty Vocational Trucks for a base period of sixty (60) months, with no option periods.

This solicitation is set-aside for small businesses only. This solicitation is targeted to original equipment manufacturers (OEMs), their certified representatives, and aftermarket upfitters that meet all trade, regulatory and other conditions required to sell light duty vocational trucks to the United States Government. **Please pay particular attention to the proposal submission requirements located in Section F.1. Pay close attention to the evaluation criteria in Sections G.1 and G.2 to ensure your proposal meets the requirements.**

In order to conduct this acquisition most effectively, all notices and postings will be made at [SAM.gov](https://sam.gov). The provisions and clauses incorporated in this solicitation are those in effect through Federal Acquisition Circular 2022-07 effective August 10, 2022. Please be aware that the solicitation, questions and answers, comments or any other information will not be disseminated in any other format. Be sure you check the web site regularly for any amendments. We suggest that you also bookmark GSA Vehicle Buying's website as it contains information of interest associated with automotive programs at [www.gsa.gov/vehiclebuying](https://www.gsa.gov/vehiclebuying).

Offerors should propose their best price with their initial offer, as it is GSA's goal to award without discussions. Note that substantially incomplete offers will be rejected.

Should you have any questions, please contact Arielle Alman at (202) 208-3422 or [arielle.alman@gsa.gov](mailto:arielle.alman@gsa.gov). We look forward to receiving your proposal!

Sincerely,

*James Santini*

James Santini  
Contracting Officer  
Light Vehicles Branch (QMAAA)

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**SECTION A – GENERAL**

**A.1 ADDITIONAL INFORMATION FOR STANDARD FORM 1449**

**NEW THIS YEAR:** Offerors must register for a FedConnect account at [www.fedconnect.net](http://www.fedconnect.net); all proposals must be submitted through FedConnect, ***not by email*** (pricing submissions will still be through the AutoBid system, with a copy submitted through FedConnect as well (see Section F.1 – Instructions to Offerors, Volume 3 – AutoBid Printout)). Please see attachments N1-N3 for more information regarding FedConnect.

Electronic copies of proposals must be submitted through FedConnect by **Friday, October 14, 2022, at 12:00pm Eastern**. AutoBid will close **Thursday, October 13, 2022, at 3:00pm Eastern**. Please review FAR 52.212-1 – Instructions to Offerors – Commercial Items (Nov 2021) for information regarding timely electronic proposal submission information:

*(f) Late submissions, modifications, revisions, and withdrawals of offers.*

*(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.*

***(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—***

***(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or***

***(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or***

***(C) If this solicitation is a request for proposals, it was the only proposal received.***

***(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.***

***(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.***

**Complete electronic file formatting instructions and FedConnect submission requirements are located in Section F.1.**

This solicitation will remain open beyond **October 14, 2022, only for Standard Item 888E**, representing motor vehicles which operate on emerging technology. The Government will accept electronic proposals at any time after October 14, 2022, for Standard Item 888E, but will evaluate proposals received after that date in the order in which they are received.

New offerors may also submit proposals under this solicitation during the two “open season” periods each year during the sixty-month period of performance – please see Section C.16 for further details on open seasons.

Standard Item 888E proposals *from existing contractors* received after the initial October 14, 2022, solicitation closing should be submitted electronically via FedConnect. Due to systems constraints within FedConnect, Standard Item 888E proposals as well as open season proposals *from new offerors* should be sent to the following email addresses: [arielle.alman@gsa.gov](mailto:arielle.alman@gsa.gov) with a carbon copy to [ontheroad@gsa.gov](mailto:ontheroad@gsa.gov). Should FedConnect functionality be added for new offerors during the contract period of performance, GSA will issue submission instructions via special notice under this solicitation.

AutoBid WILL NOT open for pricing submission during the supplemental evaluation periods for Standard Item 888E. Pricing information should be included on the mandatory 888E submission template along with all other required technical data (see Attachment I).

Any models submitted under Standard Item 888E and approved by GSA Engineering are considered within the scope and intent of the solicitation and, based on the discretion of the Government, may be executed either by modification to the contractor’s contract or new contract award.

**SMALL BUSINESS SIZE STANDARD (SF1449 BLOCK 10):** This acquisition is classified under NAICS code 336112 – Light Truck and Utility Vehicle Manufacturing. Per the SBA size standards located at <https://www.sba.gov/document/support--table-size-standards>, effective May 2, 2022, the small business size standard for NAICS 336112 is 1,500 employees. However, per FAR 52.212-1(a):

*(a) North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer, other than on a construction or service acquisition, but proposes to furnish an item that it did not itself manufacture, process, or produce is 500 employees.

Non-OEM offerors will be measured against the 500-employee small business size standard prescribed in FAR 52.212-1(a).

## **A.2 ACQUISITION DETAILS**

FSC GROUP: 2320

PRODUCT: Trucks & Truck Tractors Wheeled

NAICS: 336112

PERIOD: The period of performance is 60 months from the date of contract award, with no option periods

## **SECTION B – SCHEDULE OF ITEMS AND VEHICLE REQUIREMENTS**

### **B.1 SCHEDULE OF ITEMS AND FEDERAL STANDARDS**

The Schedule of Items can be found in Attachments F1 through F5 as follows:

<u>Attachment No.</u>	<u>Description</u>
F1	Schedule of Items – Daimler Trucks North America
F2	Schedule of Items – FCA US LLC
F3	Schedule of Items – Ford
F4	Schedule of Items – General Motors
F5	Schedule of Items – 888E

Please note, the full solicitation number for Attachments F1-F5 should read the uniform Procurement Instrument Identification (uPIID) format of “47QMCA22R0014”, however, the Schedule of Items currently shows a truncated version of the previous format “KO-220014-D” due to systems constraints. In addition, the “Page # of #” in the header of each document may be incorrect due to duplicate entries which have been removed.

Vehicles to be provided under this acquisition must adhere to the Federal Vehicle Standards 307BB and Supplements (see Attachments E1-E6).

Only those models submitted during the AutoStandards process and included in the Federal Vehicle Standards 307BB and Supplements (see Attachments E1-E6) will be considered for award. Per the Sources Sought notice posted to beta.SAM.gov on February 22, 2022, there will not be an opportunity to submit alternative models during this AutoBid cycle (new models may be proposed in subsequent open season periods; see Section C.16). Only those non-tactical makes/models included in the Standard Items identified in attachments F1-F5 will be accepted for review.

Instructions to Offerors relating to AutoBid are included in Section F.1.

### **B.2 ESTIMATED QUANTITIES**

The estimated quantities and estimated sales figures are provided in **Attachment G – 2023 Model Year Estimated Quantities**. These estimated quantities apply only to FY23, not the entire sixty-month period of performance. The estimated quantities and estimated sales figures are broken out i) for all customers, and ii) for GSA Fleet; GSA Fleet quantities and sales figures are a subset of the total quantity and are not additional figures. *Please note: due to systems constraints, as well as the sixty-month period of performance for this contract spanning multiple vehicle model years, the Estimated Quantities list may include SINs not included in the Schedules of Items; these may be SINs anticipated in future model years, but not currently available to bid. Only those models requested during AutoStandards are included in the Schedules of Items and available to bid during the current AutoBid period.*

**Attachment H1 – Optional Equipment Analysis, and Attachment H2 – Optional Equipment Combination Analysis** demonstrate the optional equipment purchased during FY21, the last ordering cycle for which full-year data is available. *Due to Systems constraints and data availability, Attachments H1-H2 may include line items from FY21 which are not solicited as part of this acquisition. Again, only those line items which are included in the Schedules of Items are solicited at present.*

### **B.3 PRICING**

Commercial pricing structures are required. Offerors may propose one or more standard item numbers solicited herein, and may offer and be awarded more than one model per standard item number only to the extent such models were included in the Federal Standards AutoStandards submission. Offerors must meet the standards specified for each item number offered and follow the proposal submission instructions noted in Section F.

### **B.4 GSA VEHICLE BUYING PROGRAM**

GSA awards and administers the Vehicle Buying program. The program in its entirety purchases over \$1.5 billion annually in high-quality vehicles and automotive services at significant savings for customer agencies. Under this program, GSA enters into contracts with commercial firms to provide commercial products at stated prices for given periods of time. GSA's Vehicle Buying program offers a large selection of vehicles and related products and services. GSA is the mandatory source for all new, non-tactical light vehicles purchased in the United States for Executive branch agencies. As a procurement agent of the United States Government, GSA is responsible for issuing solicitations and awarding contracts to meet this obligation. GSA accepts requisitions from eligible parties in accordance with GSA Order OGP 4800.2I (<http://www.gsa.gov/portal/content/104212>).

GSA's Vehicle Buying program simplifies the procurement process for Federal agencies and industry partners. GSA ensures that potential contractors meet the responsibility determinations required by Federal Acquisition Regulation (FAR) Part 9 and offers products that meet Federal Vehicle Standards as described in Federal Standard 307BB. GSA also examines the base vehicle and optional equipment prices received as a result of this competitive procurement to determine price reasonableness as it leverages the Government's purchasing power. Following the GSA Vehicle Buying program ordering procedures, agencies will make a best value determination and place their requisition directly through AutoChoice, GSA's online vehicle requisitioning portal.

AutoChoice is GSA's secure on-line ordering application for light vehicles, ambulances, medium/heavy vehicles, buses, wreckers and car carriers (see Attachment Q). With AutoChoice, agencies can:

- Configure vehicles and choose vehicle equipment options
- Utilize side by side comparisons of each competitor's vehicle model
- Calculate actual vehicle prices for the configured vehicle



- View miles per gallon (MPG) fuel ratings, where applicable
- View carbon dioxide grams per mile (GPM) data, where applicable
- View Federal Vehicle Standards
- View contractors' past performance
- Select the vehicle that provides the best value considering price, MPG/GPM, delivery availability, mission requirements, vehicle country of origin and/or percentage of American-made content, and time of shipment
- Select a requested dealership
- Submit vehicle requisitions to GSA online
- Check vehicle requisition status
- Link to the National Highway Traffic Safety Administration (NHTSA) website to view crash test ratings and recall information

Further information about the GSA Vehicle Buying program can be found at [www.gsa.gov/vehiclebuying](http://www.gsa.gov/vehiclebuying).

## **B.5 DEFINITIONS**

The following terms are defined:

**Invoice Price:** The amount a dealer pays to the manufacturer for a vehicle. Included in this price may be a dealer holdback, which is a percentage of the vehicle's wholesale price and local charges assessed for brand advertising.

**MSRP:** Manufacturer's Suggested Retail Price is the recommended selling price for a vehicle as set by the manufacturer.

**SECTION C – ADDITIONAL REQUIREMENTS****C.1 DELIVERABLES**

In addition to the vehicles purchased, the following deliverables are required:

<b>Description</b>	<b>Due NLT</b>	<b>To</b>
Weekly Status Report (see Attachment L for requirements; Attachment M1 for example)	Each Friday After Contract Award	<a href="mailto:AutomotiveEDI.Partnerships@gsa.gov">AutomotiveEDI.Partnerships@gsa.gov</a>
Supplemental Weekly Status Report (see Attachment M2 for example)	Each Friday After Contract Award	<a href="mailto:vehicle.buying@gsa.gov">vehicle.buying@gsa.gov</a>
Shipment Delays	30 Calendar Days Prior to Shipping	Contracting Officer
U.S. Flag Vessel bills of lading	Monthly	Maritime Administration points of contact: <a href="mailto:matthew.duggan@dot.gov">matthew.duggan@dot.gov</a> ; <a href="mailto:laura.mahoney@dot.gov">laura.mahoney@dot.gov</a>
Notification of Vehicle Defects/Recalls	Within 1 week of public announcement	Consignee, with a copy to the Contracting Officer, in accordance with section C.8
1611 for Each Export Destination	30 Calendar Days in Advance of Anticipated Date of Availability for Shipment	<a href="mailto:gsa.export@gsa.gov">gsa.export@gsa.gov</a>
Vehicle Availability Listing	As needed	Contracting Officer
Request for Vehicle Inspections (to include RPN and VIN of units to be inspected)	10 Calendar Days in Advance of Requested Inspection	Assigned Vehicle Inspector and/or Contracting Officer's Representative

The Contractor must deliver via email one (1) electronic copy of each deliverable to the designated persons listed below (see Sections C.2 and C.14) on the date it is due in Microsoft Windows 365, Microsoft Office, Word 2010, PowerPoint 2010, Project 2010, or Excel 2010 format (or compatible version), as appropriate, for the deliverables specified herein, whether verbally requested or not.

Changes to delivery points of contact must be issued to the Contractor by email notification. All deliverables must be delivered no later than the date specified herein.

Offerors may download the solicitation and make electronic copies of necessary items for submission. For their own records, offerors are responsible for downloading and making complete copies of the solicitation, the terms of which are incorporated in the contracts.

## C.2 WEEKLY STATUS REPORTS

*\*\*For purposes of this deliverable, for North American production/assembly the ship date is defined as the moment a vehicle leaves the manufacturer's production facility. For completed vehicles which require oceanic transport, the ship date is defined as the moment a vehicle leaves the port of origin. Should a vehicle require upfit work after leaving the OEM facility, the ship date is defined as the date the completed vehicle has cleared source inspection and has entered transit to the purchase customer. \*\**

GSA's Office of Motor Vehicle Management's contracts require contractors to submit electronic status reports on a weekly cycle which indicate the production status of all vehicles ordered.

Status information sent electronically to GSA by your firm is displayed in our online ordering program, AutoChoice. Customers can view the production, shipment and actual delivery status of orders placed against your contract.

Additionally, the status report will also be used to calculate your on-time shipment performance against the contract time of shipment. The customer will be able to view the percentage of vehicles shipped on time by each contractor in AutoChoice. It is an avenue for customer agencies to evaluate the contractor's performance when making a best value decision when selecting a vehicle.

Your file can be sent in either of the following two formats which are attached:

1. XLS: Send data as an EXCEL file via an email attachment to [AutomotiveEDI.Partnerships@gsa.gov](mailto:AutomotiveEDI.Partnerships@gsa.gov).
2. EDI: Data collection is in X12 format (870 transactions set version 3010). Please contact Terry Koniarski at 703-605-9505 for further information in this electronic data interchange.

Please see Attachment L for AutoChoice Status Report layout and instructions and Attachment M1 for an example of a successfully submitted Weekly Status Report. In addition to the above Weekly Status Report, GSA requires vendors to submit a supplemental weekly status report identifying additional data points not currently captured by AutoChoice on the attached Supplemental Weekly Vendor Status Report Template (see Attachment M2).

## C.3 IDENTIFICATION OF VEHICLES

The contractor must show the applicable GSA Requisition Purchase Number (RPN) on the carrier's freight bill or other document used in the delivery of vehicles awarded FOB destination under this solicitation. This information is essential to the consignee for identification purposes. Vehicles will not be accepted by the Government without this identifying number.

Contractor's Monroney label is also acceptable if it provides all the required data.

For purposes of source inspection, the contractor must indicate the applicable RPN and VIN number of vehicles to be inspected when visited by a Government inspector. Any additions or alterations to the vehicle list provided in advance must be approved at the discretion of the Contracting Officer's Representative conducting the inspection.

#### **C.4 SOURCE INSPECTION BY GOVERNMENT OF UPFITTERED VEHICLES**

All requests for inspections sent to GSA Vehicle Purchasing's Industrial Operations Analysts (IOAs) must include a firm list of vehicles to be inspected. The applicable RPN number and VIN number for each vehicle to be inspected must be included. Vehicles may not be added to an inspection request once the IOA has scheduled a visit unless approved by the IOA. The IOA reserves the right to formally reject and assess re-inspection charges to any vehicle listed on the formal inspection list that was removed without approval or not presented for inspection on the confirmed visit date.

For vehicles to be shipped to military customers and requiring a DD250 form, the Contractor shall prepare and furnish a GSA 308 inspection form should a military-ordered vehicle fail source inspection by the Government. The 308 form must be furnished immediately following a failed inspection to the IOA to allow for documentation of the inspection failure.

#### **C.5 DEALER DELIVERY REQUIREMENT**

##### **A. DEALER DELIVERY**

Unless direct (consignee) delivery (indicated by option code "CNS") is noted on a motor vehicle delivery order, delivery must be made to an available product dealer within the geographical radius (specified below) of the destination for the item specified in the schedule of items or as designated on the delivery order. Delivery locations may be anywhere in the continental United States (CONUS), Alaska, Hawaii, Guam, Puerto Rico, and export locations via option 1611 (see Section C.13); for OCONUS destinations, the mailing address for the certificate of origin must be non-domestic).

For the purpose of complying with delivery mileage restrictions in this solicitation where so specified under the item, the road mileage between geographical points must be as stated in Google Maps (<https://www.google.com/maps>).

(1) For populated areas of 100,000 or more, the product dealer must be no farther than 25 miles from the destination specified. In the event more than one product dealer is indicated to serve one destination, the additional dealer(s) utilized by the Contractor must not be in excess of 25 miles from the specified location.

(2) For populated areas of fewer than 100,000, the product dealer must be no farther than 150 miles from the specified location.

(3) If a destination is found to be in excess of 100 miles from a product dealer the Contractor must notify the Government within 30 calendar days after receipt of delivery order so that the Government, at its option, may amend the delivery order to require consignee delivery.

(4) At the Government's option, vehicles may be delivered directly to a Government-specified location. This could include a location which is certified by the contractor as a warranty repair location or a marshalling location specified by the Government. The Government will receive and prep the vehicles in the same manner as a dealership.

NOTE: ALL REQUISITIONS PLACED PURSUANT TO THE ABOVE WILL BE RESTRICTED TO DESTINATIONS WITHIN THE CONTINENTAL UNITED STATES (CONUS); DELIVERY TO ALASKA, HAWAII, GUAM, AND PUERTO RICO MAY BE FURTHER RESTRICTED TO CERTAIN CITIES WITHIN THESE LOCATIONS.

**B. CONTRACTORS ARE RESPONSIBLE FOR ENSURING THE FOLLOWING SERVICES ARE PROVIDED BY COURTESY DELIVERY DEALERSHIPS:**

(1) RECEIPT AND INSPECTION OF NEW VEHICLE. Product dealer must receive new vehicle from carrier and inspect the vehicle for carrier damage.

(2) CARRIER CLAIMS. When necessary, product dealer must prepare and process claims against the carrier.

(3) REPAIR/REPLACEMENT. Product dealer must make any repairs necessitated by carrier damage and must replace any equipment lost in transit.

(4) PREDELIVERY SERVICING. Product dealer must perform predelivery servicing in accordance with the manufacturer's recommended predelivery service procedures.

(5) NOTIFICATION TO GOVERNMENT. Product dealer must notify the designated Government official upon receipt of new vehicle(s). If the product dealer is not able to reach the designated Government official by the phone number provided on the MVDO, the product dealer must send an email to [vehicle.buying@gsa.gov](mailto:vehicle.buying@gsa.gov) for assistance in reaching the customer, per the instructions below.

(6) TRANSFER TO GOVERNMENT. All new motor vehicles received must be picked up at the product dealer's location by Government personnel within five (5) business days after notification of vehicle readiness. The product dealer or vehicle supplier will immediately notify [vehicle.buying@gsa.gov](mailto:vehicle.buying@gsa.gov) if they are unable to notify the customer of vehicle readiness or if the vehicles are not picked up within five business days after this notification. GSA will then instruct the customer agency HQ fleet manager to arrange for immediate pick up of the vehicle. If the vehicles are not picked up within five business days after notifying [vehicle.buying@gsa.gov](mailto:vehicle.buying@gsa.gov), the Contractor *may* request that GSA cancel the order. All vehicles remain the responsibility of the Contractor until inspected, accepted, and transferred to the Government, or until the order is otherwise canceled.

C. None of the above may be construed as creating contractual privity between the General Services Administration and the product dealer.

## **C.6 CONSIGNEE DELIVERY TO DEPARTMENT OF DEFENSE FACILITIES**

For requisitions placed with option code CNS and designated for delivery to a Department of Defense (DoD) facility, offerors are advised that many installations have adopted RAPIDGate as a credentialing system for entry to facilities. For many military installations, transporters are now recommended to have a RAPIDGate credential to enter a facility to make deliveries (to include motor vehicle transporters). DoD and other Government agencies will continue to implement these credentialing requirements to ensure controlled access to Government facilities.

For more information on RAPIDGate, including cost and application procedures, please visit <https://home.army.mil/leavenworth/application/files/7014/9401/3119/LV-DES-RAPIDGate-Info.pdf>. Offerors are encouraged to consult with transport carriers used in the performance of this contract to recommend compliance with RAPIDGate access to applicable facilities. Without RAPIDGate, contractor representatives will still be allowed access to applicable facilities; however, they will be required to undergo standard security checks.

A current list of facilities utilizing RAPIDGate can be found at <https://fortiorsolutions.com/resources/vendor-resources/company-enrollment/locations/>.

## **C.7 SHIPMENT DELAYS**

If vehicles are not produced, inspected and shipped in accordance with the contract time of shipment, they are deemed late. The contractor is required to advise the Government of the delay a minimum of 30 calendar days prior to the shipment date and establish a new shipment date to remove the vehicle(s) from default status. The concession for late shipment is 200% of the monthly lease rate established by GSA Fleet for the current model year for the item delayed, or the closest comparable item. The lease rate may be found via [GSA Fleet](#). In accordance with FAR 52.212-4(f), concessions will not be required for delays that are beyond the reasonable control and without the fault or negligence of the contractor or subcontractor. None of the aforementioned shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for cause.

## **C.8 NOTIFICATION OF VEHICLE DEFECTS/RECALLS**

For vehicles delivered under this contract, any notification of defects pursuant to 49 CFR 577.7 must be addressed to the consignee mailing address unless otherwise instructed by the Government.

In addition, in order to increase recall closure rates and provide enhanced oversight, GSA is capable of receiving electronic notifications of announced recalls, field service actions/customer

service bulletins, technical service bulletins (TSB), and/or warranty extensions. Contractors must inform GSA as to their ability to transmit this data electronically.

If available, indicate preferred options for data transmittal (e.g. Secure file transfer protocol (SFTP), file type (e.g. .XLSX, .CSV, .TXT), and available data fields, e.g.

- VIN
- Recall Code
- Recall Type (e.g. Safety, Not Safety, Warranty)
- NHTSA ID, if applicable
- Description
- Remedy Status (e.g. Actionable, Not Actionable, Parts Not Available)
- Repair Status (e.g. Open, Closed)
- Date Announced
- Date Actionable
- URL for Customer Notification Letter

## **C.9 FUEL ECONOMY REQUIREMENTS**

Offerors are advised to provide the most fuel-efficient vehicle(s) available. Customer agencies must consider the fuel economy requirements in [49 U.S.C. 32902](#) when making their vehicle selections in AutoChoice.

## **C.10 AVAILABILITY OF FUNDS**

The Government anticipates making an award on all items specified in the Schedule of Items. Quantities provided are an estimate only and are not a guarantee of orders to be placed under any resultant contract. Customer agencies verify availability of funds when submitting requisitions.

## **C.11 GUARANTEED MINIMUM QUANTITY**

In accordance with FAR 16.504(a), the quantity limits may be expressed as number of units or as dollar values. The minimum quantity of supplies that the Government guarantees to order during the period of this contract is \$10,000. If at the end of the contract period the contractor has not received an order, upon request the Government will pay the contractor the guaranteed minimum dollar value. The minimum quantity dollar value is for the entire sixty (60) month contract period, and not for each line item awarded. No minimum quantity of units is guaranteed.

- (a) Request for payment of any amount due under this clause must be submitted, in writing, to the Contracting Officer within 30 calendar days after the end of the contract period.
- (b) The guaranteed minimum does not apply if the contract is terminated for cause or if the Contractor has not performed in accordance with the terms and conditions of the contract.

**C.12 MAXIMUM QUANTITY OF SUPPLIES**

The Government anticipates making multiple awards under this acquisition. In accordance with FAR 16.504(a)(4)(ii), the maximum quantity of supplies the Government will acquire under this contract will be established for each resultant contract based on the items awarded. Each resultant contract will have its own maximum quantity established, and the maximum quantity for each awarded contract may differ. For each successful offeror, the estimated dollar value of all awarded line items specific to that contract from Attachment G – 2023 Model Year Estimated Quantities will be added together to determine the maximum quantity of supplies in dollars for the contract period. As the estimated quantities in Attachment G are based on a twelve-month ordering cycle, the total dollar value for the sum of the awarded line items will be multiplied by five to obtain a total maximum quantity of supplies in dollars for the full sixty-month period of performance.

Attachment G – 2023 Model Year Estimated Quantities also includes the maximum sum of dollars to be spent by the Government on individual orders placed under contracts awarded under this solicitation. No individual contract awarded under this solicitation will be valued in excess of this maximum sum. Though the sum of the estimated values of contracts awarded under this solicitation may exceed the maximum sum included in Attachment G, the Government will not place a sum of orders under contracts awarded in excess of this maximum sum for all periods of performance.

**C.13 GSA FORM 1611**

GSA Form 1611 is required to be completed for any orders destined outside of the United States for which an established delivery code is not available. Instructions for form completion and delivery instructions are contained on the form. For OCONUS destinations, the mailing address for the certificate of origin provided by the customer at order placement must be non-domestic.

Thirty (30) calendar days in advance of the anticipated date of availability for shipment, the Contractor is to submit a completed GSA Form 1611, including vehicle identification (VIN) number(s) for each pertinent destination, to the GSA Export office designated on the delivery order. Shipment is not to be made until instructions are received from the above GSA Export office. Failure to adhere to this requirement will result in refusal of shipment until proper release is obtained. Distribution instructions are provided with the form.

**C.14 CONTRACT ADMINISTRATION INFORMATION****A. POINTS OF CONTACT:**

Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The CO is the only individual authorized to make changes to the terms and conditions of the contract.



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Contract Specialist (CS): A person who will process modifications to the contract and orders placed against the contract as well as other administrative tasks upon direction of the Contracting Officer.

The CO and CSs for this contract are as follows:

Contracting Officer  
for Master Contract and  
Requisitions: Arielle Alman  
GSA/FAS/QMAAA  
1800 F Street NW  
Washington, DC 20405  
(202) 208-3422 or [arielle.alman@gsa.gov](mailto:arielle.alman@gsa.gov)

Contract Specialists: Jeff Park  
GSA/FAS/QMAAA  
1800 F St NW  
Washington, DC 20405  
(202) 694-8156 or [jeff.park@gsa.gov](mailto:jeff.park@gsa.gov)

Nicole Quigley  
GSA/FAS/QMAAA  
1800 F St NW  
Washington, DC 20405  
(857) 246-6640 or [nicole.quigley@gsa.gov](mailto:nicole.quigley@gsa.gov)

Contracting Officer's Representative (COR): TBD at contract award

The COR will oversee the Contractor's technical efforts to assure that its performance is in accordance with the terms and conditions of the contract. The COR will be designated after award. **The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other terms and conditions of the contract.** The COR, however, will be permitted to make changes to color, consignee and mailing addresses, email addresses, telephone/fax number, and points of contact as delegated and upon consultation with the contractor. On award, the Contractor will be provided a delegation letter from the Contracting Officer for its signature and files.

### B. CONTRACTOR POINTS OF CONTACT/AUTHORIZED NEGOTIATORS

Offerors are required to designate a person to be contacted for prompt contract administration (please see Attachment C – Offeror Response Document and provide response therein). In addition, offerors are required to identify all persons authorized to negotiate with the Government in connection with this request for proposals or quotations (please see Attachment C – Offeror Response Document and provide response therein).

### C. INVOICE SUBMISSION

***Payment Terms are Net 30. Invoices may not be submitted by the contractor until the Government has received and accepted the vehicle. The contractor must provide proof of delivery at the time of invoice submission in order to receive payment.***

Invoices must include the following information:

- Name of contractor;
- Invoice date;
- Government contract number, case number, or motor vehicle delivery order number, or other authorization for delivery of goods or services;
- Contractor invoice number, account number, and/or any other identifying number agreed to by contract;
- Description (including, for example, contract line/subline number), price, and quantity of goods and services rendered;
- Shipping and payment terms;
- Taxpayer Identifying Number (TIN);
- Banking information;
- Contact name (where practicable), title and telephone number.

Electronic Invoices are encouraged and may be submitted to the following address:

<http://fedpay.gsa.gov/>

#### **IF SUBMITTING AN ELECTRONIC INVOICE, FOLLOW THE INSTRUCTIONS PROVIDED AT THE WEBSITE.**

Invoices may also be submitted in lieu of electronic submission to:

General Services Administration  
Accounts Payable Branch (BCEB)  
P.O. Box 419018  
Kansas City, MO 64141

Physical copies of invoices are NOT required to be submitted to the Contracting Officer. Payment will be made in accordance with FAR 52.212-4(i).

### **C.15 VEHICLE AVAILABILITY LISTING (VAL)**

Customer agencies are able to order vehicles up until the time Contractors notify GSA that vehicles are no longer available to order. The Contractor is advised, however, that AutoChoice remains open year-round for orders to be placed, subject to availability. The Contractor must notify GSA of the date when a line item will no longer be available to order. GSA will communicate these dates to customer agencies via a Vehicle Availability Listing (VAL).

The Contractor must provide, at a minimum, a 2-week notice prior to its closing of any line items.

## C.16 OPEN SEASON PERIODS

The Government desires the flexibility to order vehicles defined in this contract without interruption during the period of contract performance. Recognizing that the sixty-month period of performance will span several model year changeovers, as well as vehicle line discontinuations and new introductions, and other changes in the commercial automotive market, in order to mitigate the adverse impact on customer agencies GSA will establish two (2) “open season” periods each fiscal year for existing contractors to update their line item offerings and to on-board new offerors. The open season periods are intended to bridge contractor performance gaps to facilitate an uninterrupted supply of vehicles to GSA. Allowing existing contractors to update their line item offerings and providing for the on-boarding of new offerors during the contract period, offers GSA the flexibility to keep pace with changes in the commercial marketplace and continue to provide the widest possible array of models to meet customer agencies’ evolving fleet needs.

Throughout the life of the contract, GSA will establish two (2) open season periods per fiscal year. The open seasons will be announced by GSA via special notice under this solicitation in SAM.gov as well as by notification to successful offerors. The AutoStandards system will open to allow suppliers to update vehicle specifications and to aid in establishing the Federal Vehicle Standards for the upcoming fiscal year. Following completion of the AutoStandards process, and publication of the new Federal Standards, GSA will open AutoBid for open season submissions, according to the following procedures:

### A. EXISTING CONTRACTORS:

During the open season periods, existing contractors with awarded contracts under this program may:

- Update the model year\*\*, pricing, base vehicle minimum data, optional equipment availability/pricing/collisions, clarifications, and engine and fuel tab data for existing awarded line items; and/or
- Propose new models not previously awarded under the contract, for which there is an existing Federal Standard vehicle category, and which conform to all GSA standards and regulations that pertain to the Government’s motor vehicle requirements.

**\*\*Note:** the open season process will replace the previous Next Model Year (NMY) process for awarded line items.

Contractors with existing contracts will automatically be provided with AutoStandards accounts for each new fiscal year. For all awarded line items, existing contractors are required to update any revised base vehicle and optional equipment data during AutoStandards each year. For any new models not previously awarded, contractors must submit a request to GSA Engineering to add these models prior to the opening date for AutoStandards; instructions for submitting requests for new models will be disseminated when the dates for AutoStandards are announced via SAM.gov. For newly-proposed models, contractors should propose the SIN they believe is

the best fit for the proposed vehicle and GSA Engineering will determine if the SIN designation is acceptable.

Once AutoStandards is complete and the Federal Vehicle Standards for the upcoming year are published, existing contractors will be provided with AutoBid accounts, and AutoBid will be opened for contractors to input all pricing information, optional equipment availability, collisions, clarifications, and fuel economy/emissions data. The closing date for AutoBid will be communicated to all contractors and interested parties. Any exceptions to the published Federal Standards must be entered on a Technical Exceptions Worksheet (see Attachment D2) and submitted to GSA via FedConnect.

All open season submissions for existing contractors, whether updates to existing line items or new model proposals, will be evaluated for technical acceptability in meeting or exceeding all requirements under the established Federal Standards for that fiscal year for the applicable standard item number (SIN), as well as for fair and reasonable pricing. Any proposed price increases to awarded line items must be fully substantiated with supporting information (see Attachment J – NMY Cut-off Date & Pricing Template) submitted to GSA via FedConnect.

For existing line items updating to the next model year, contractors may not offer the current and new model year offerings simultaneously; contractors must designate the date on which current model year ordering will close, as well as the date on which NMY ordering will open (via the NMY Cut-off Date & Pricing Template in Attachment J). Any changes to production availability (e.g. extension of previous model year production) must be brought to the attention of the contracting officer prior to the NMY effective date. Once GSA has switched a vehicle line to the next model year, it will remain in the new model year; any orders placed after NMY switch-over must be filled as NMY models, regardless of change in production schedule. For any changes to production availability after the NMY effective date, GSA will consider a revision to the base vehicle shipment time to accommodate the contractor's updated production availability for the new model year.

Contractors should update engine and fuel tab specifications for any NMY line items in their open season submissions. Lack of updated fuel economy and emissions data will NOT prevent a line item from opening for NMY; however, for any NMY vehicle which does not have published fuel economy data at the time of open date, GSA will denote risks associated with buying vehicles with unpublished fuel economy data in the clarifications tab, viewable to customers in AutoChoice. GSA reserves the right to keep closed any line item for which emissions and fuel economy data is unduly delayed.

Final approval of an open season submission will be communicated to the contractor in the form of a contract modification. This document is the contractor's authorization to proceed with the agreed-upon terms and conditions and must be received by the contractor in writing as a contract modification. No other means of communication is binding and the sole authority to issue a modification is through the GSA Contracting Officer.

**B. NEW OFFERORS:**

In addition to the above, new offerors not currently under contract may submit proposals during the open season periods for new models not then on contract with any contractor, or for the next model year for existing models (proposals for awarded models of the same model year will not be accepted; e.g. if an MY23 Ford F350 is already under contract under SIN 147, a new SIN 147 MY23 Ford F350 will not be considered, however a MY24 Ford F350 will be considered from any offeror). When an open season period is announced via SAM.gov, potential new offerors must request an AutoBid account prior to the opening date for AutoBid (a Request for AutoBid Account form will be provided with the special notice on SAM.gov). This form must identify all models the offeror intends to bid on, including new and/or existing models. New offerors will then be required to enter all base vehicle and optional equipment data for these models during the AutoStandards period.

As with existing contractors, new offerors who requested AutoStandards accounts will be provided with AutoBid accounts once AutoStandards is complete and the Federal Vehicle Standards for the upcoming year are published. New offerors must enter all pricing information, optional equipment availability, collisions, clarifications, and fuel economy/emissions data for their proposed models during the AutoBid period. The closing date for AutoBid will be communicated to all new offerors and interested parties. Any exceptions to the published Federal Standards must be submitted to GSA via a Technical Exceptions Worksheet (see Attachment D2).

In addition to the AutoBid submission described above, new offerors will be required to submit full administrative and technical proposals following all instructions as specified in Section F of this solicitation. The due date for these administrative and technical submissions will be the closing date for AutoBid. These proposals will be evaluated exactly as all proposals under this solicitation are, in accordance with the evaluation procedures outlined in Sections G.1 and G.2 as well as the approved Source Selection Plan. If any technical proposal revisions or pricing discussions are required, the Government will open discussions with new offerors and request Final Proposal Revisions, as well as communicate the deadline for any proposal revisions to be received. Any new contract award resulting from this process at any point during the 60-month period of performance will have the same end date for performance as all other contracts under this solicitation.

If one or more proposals are received for the same model and model year, from new offerors and/or existing contractors, the same lowest-price, technically acceptable (LPTA) evaluation process will be conducted at the base vehicle level per model as at the time of initial contract award (see Section G.4): the successful offeror for each model will be the lowest-price, technically acceptable, responsible offeror who meets the Government's requirements, and whose pricing has been determined to be fair and reasonable by the Contracting Officer.

GSA continues to seek the lowest price for its customers. In order to achieve this goal, GSA will seek price reductions in accordance with its market research, benchmarking, potential customer market volume, and other economic data during the open season periods.

## C.17 AUTOCHOICE AVAILABILITY OF AWARDED LINE ITEMS

Offerors are required to provide fuel economy and emissions information for all awarded line items and optional equipment engines as part of their AutoBid submissions. For any models for which such information is not available at the time of AutoBid submission, successful offerors are responsible for providing the information as soon as it becomes available. GSA's Alternative Fuel Vehicles (AFV) team will confirm the data as submitted against that published by the Environmental Protection Agency (EPA) at [www.fueleconomy.gov](http://www.fueleconomy.gov). Awarded line items may be opened for ordering pending verification of fuel economy and emissions data; however, all line items will include a clarification that this data has not yet been confirmed, and no "low greenhouse gas vehicle" flags will be assigned to such vehicles in AutoChoice until this data is confirmed by the AFV team. GSA reserves the right to close line items for ordering in the event of undue delay in receiving fuel economy and emissions data from the contractor. In addition, no awarded models will be open for ordering unless a representative photograph of the vehicle is uploaded by the offeror.

## C.18 PRICE REDUCTIONS

A contractor may offer a price reduction on a temporary or permanent basis for purchases under this contract by contacting the Contracting Officer in writing, if, after award, the contractor grants substantially more favorable discounts for all classes and models of a vehicle line on a company-wide basis, provided however, the other contractor(s) must have the right to match such price reductions for a period of five (5) business days.

## C.19 REQUISITIONS WITH ADDITIONAL REQUIREMENTS (AREQs)

***For orders of awarded items that need alteration to meet mission needs – called ADDITIONAL REQUIREMENTS (AREQs):***

Optional equipment that has been previously determined unacceptable or that was solicited for in the schedule of items and not bid on by a contract holder will not be eligible for consideration under the AREQ process.

Should a customer agency request additional requirements (AREQs) that are not currently awarded under the contract, the order is forwarded to Engineering for review. Engineering will determine the suitability of the request and either approve or deny the AREQ. Should Engineering approve an AREQ, the requirement will be forwarded to the Contracting Officer for final approval to ensure requirements are within the scope of the awarded base contract and eligible for consideration.

**Approved AREQs are submitted to each representative contractor for a price quotation, regardless of the original contractor selected in AutoChoice. This is to ensure Fair Opportunity procedures are followed through completion of the requirement.** Quotations are referred back to the agency for approval and confirmation of available funding. If funding is

available, the contracting personnel will place the order through the GSA online ordering system ROADS (Requisitions, Ordering, and Documentation Systems). If funding is not available, the order cannot be finalized until the funding becomes available. Option AREQ for all line items is closed two weeks prior to a vehicle's scheduled close-out date.

For light duty vocational trucks, any AREQ quotations provided for vocational bodies must be accompanied by an NTEA Ultramod calculations worksheet to determine center of gravity and weight distribution (see Attachment R1 for Ultramod instructions and Attachment R2 for worksheet template).

## **C.20 NEW OPTIONAL EQUIPMENT CODES**

The Government may, during the course of contract performance, establish new optional equipment codes for any new optional equipment requirements that may arise. Should the Government elect to establish new optional equipment codes for additional customer requirements, the newly-established optional equipment will be competed among all contract holders with the applicable awarded standard item number. Where the Government determines the price to be fair and reasonable, the Government may incorporate these new optional equipment codes into the contract as below-the-line options to allow for ease of customer ordering in AutoChoice.

## **C.21 U.S. FLAG VESSEL REQUIREMENTS**

Vehicles subject to oceanic transport are required to comply with the provisions of clause 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.

## **C.22 DELIVERY HOURS**

Delivery to consignee locations shall be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excluded.

## **C.23 DAMAGE-IN-TRANSIT PROCEDURES**

The below procedures will be used for reporting vehicles received with damage sustained during transit from the vehicle suppliers' location. These reports are referred to as damage-in-transit (DIT) claims in this document. ***Please note: the Government is currently finalizing new DIT claim procedures; the current procedures as listed herein (attachments K1-K4) will remain in place until new procedures are finalized, which will be incorporated into any contracts resulting from this solicitation by bilateral modification per FAR Part 52.212-4 – Changes.***

- Vehicle suppliers will be responsible for providing a single point of contact for all DIT claim submissions and inquiries. GSA will only correspond with the single point of contact identified in the contract for each respective vehicle supplier. It is therefore recommended that vehicle suppliers utilize a shared inbox or group email distribution list for their single point of contact.
- All DIT correspondence with GSA will be through email via [Vehicle.Claims@gsa.gov](mailto:Vehicle.Claims@gsa.gov).
- Consignees will inspect vehicles upon delivery and annotate all identifiable damage on the Bill of Ladings (BOL)/Delivery Receipt at the time of delivery. Transportation companies must provide consignees with a Bill of Lading/Delivery Receipt and are required to allot adequate time for vehicle inspections and annotation of that Bill of Lading/Delivery Receipt with damages or other exceptions at time of delivery.
- GSA must submit completed vehicle claims to the vehicle supplier within five (5) business days, beginning the business day following the receipt of the vehicle, and will include the information identified in Attachments N1-N3.
- **Only in cases when no BOL/Delivery Receipt is provided by the vehicle transporter or in cases of after-hours delivery**, GSA will notify the vehicle supplier POC within two (2) business days of delivery that a vehicle claim submission will be forthcoming. This preliminary notification will include the vehicle VIN, date of delivery, consignee location, and any identified damage.
- Vehicle suppliers are responsible for costs of transporting damaged vehicles from recipient location to dealer or other supplier-authorized facility for repair, then back to recipient location. If vehicle suppliers are unable to arrange for this transportation within fourteen (14) calendar days of receipt of the DIT claim, and GSA incurs costs to pay for this transportation, the vehicle supplier shall apply a price discount to cover all transportation costs incurred by GSA.
- Vehicle suppliers' DIT claim remedy can be to repair vehicles at no cost to the government (including payment of all transportation costs described above), provide a price discount to cover repairs/diminution of value, or replace the vehicles. This remedy selection will be at the Government's discretion.
- Vehicle Suppliers will provide status updates on each individual DIT claim every seven (7) calendar days.
- Vehicle suppliers must fully adjudicate the claim (accept/deny) within twenty-one (21) calendar days after receipt of the completed claim. Vehicle suppliers are further required to complete the chosen contract remedy within a reasonable time frame based on the individual circumstances of the particular claim.

## C.24 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.



**C.25 ADDENDA TO THE SOLICITATION**

The following attachments are included:

<u>Attachment</u>	<u>Description</u>
A	Proposal Checklist
B	SF1449
C	Offeror Response Document
D1-D2	Technical Proposal Template & Technical Exceptions Worksheet
E1-E6	Federal Vehicle Standard 307BB & Supplements
F1-F5	Schedules of Items
G	2023 Model Year Estimated Quantities
H1-H2	Optional Equipment Analyses
I	888E Proposal Template
J	NMY Cut-off Date & Pricing Template
K1-K4	DIT Claim Form Templates & DIT Processes (Leasing & Purchasing)
L	Weekly Contractor Status Reports Submission Requirements
M1	Weekly Contractor Status Reports EXAMPLE
M2	Supplemental Weekly Vendor Status Reports Template
N1-N3	FedConnect Instructions
O	Inspection Points Template
P	AutoBid Contractor Instructions
Q	AutoChoice Online Ordering Instructions
R1-R2	UltraMod Instructions & Worksheet
S	Full Text of Clauses/Provisions Incorporated by Reference (IBR)

**SECTION D – SOLICITATION CLAUSES****D.1 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAY 2022)**

(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 and Other Covered Entities (NOV 2021) (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) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [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:

[Contracting Officer check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (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.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (5) [Reserved].

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

- ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-3](#).
- ☒ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (13) [Reserved]
- ☒ (14) (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](#).
- \_\_\_ (15) (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](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([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 (SEP 2021) of [52.219-9](#)
- ☒ (18) (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](#).
- ☒ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- ☒ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [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 (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ☒ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

- ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- ☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ☒ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).  
 \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ☒ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).  
 \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ☒ (32) (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](#).
- ☒ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ☒ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35) (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).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (37) (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.)
- ☒ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_\_\_ (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) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- \_\_\_ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ☒ (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. 2302Note](#)).
- \_\_\_ (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](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- \_\_\_ (56) [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. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ☒ (63) (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 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](#)).

(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) [52.203-19](#), 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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)(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).

(xiv) [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](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [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. 2302 Note](#)).

(xxi) [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.

(xxii) [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.

## **D.2 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the sixty-month period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

## **D.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess \$25M;

(2) Any order for a combination of items in excess of \$1B; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to



order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **D.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 4/30/2028, subject to additional shipment days for specific line items, optional equipment, or delivery options as awarded under the contract.

#### **D.5 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 (Attachment S). Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

For contract clauses which are contained in the General Service Administration Acquisition Manual (GSAM)

The address is: <https://www.acquisition.gov/gsam/gsam.html>

☒ 52.202-1 Definitions (Jun 2020)

- ☒ 52.203-3 Gratuities (Apr 1984)
- ☒ 52.203-12 Limitations on Payment to Influence Certain Federal Transactions (Jun 2020)
- ☒ 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
- ☒ 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- ☒ 52.204-13 System for Award Management Maintenance (Oct 2018)
- ☒ 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
- ☒ 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- ☒ 52.212-4 Contract Terms and Conditions – Commercial Items (Nov 2021)
- ☒ 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Alternate IV) (Nov 2021)
- ☒ 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
- ☒ 52.227-14 Rights in Data – General (May 2014)
- ☒ 52.229-3 Federal, State, and Local Taxes (Feb 2013)
- ☒ 52.232-1 Payments (Apr 1984)
- ☒ 52.232-11 Extras (Apr 1984)
- ☒ 52.232-17 Interest (May 2014)
- ☒ 52.232-23 Assignment of Claims (May 2014)
- ☒ 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- ☒ 52.232-40 Providing Accelerated Payments for Small Business Subcontractors (Nov 2021)
- ☒ 52.233-1 Disputes (May 2014)(Alternate I – Dec 1991)
- ☒ 52.242-13 Bankruptcy (Jul 1995)
- ☒ 52.242-15 Stop-Work Order (Aug 1989)
- ☒ 52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
- ☒ 52.246-16 Responsibility for Supplies (Apr 1984)
- ☒ 52.247-34 F.O.B. Destination (Nov 1991)
- ☒ 52.247-48 F.O.B. Destination – Evidence of Shipment (Feb 1999)
- ☒ 52.247-68 Report of Shipment (REPSHIP) (Feb 2006)

**D.6 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)**

*\*\*This clause shall only be used in conjunction with option PSMA – Parts and Service Manual/Air Force. By offering PSMA, the offeror agrees to grant the rights prescribed below on the entire vehicle to include after-market applications.*

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

(1) “Commercial item” does not include commercial computer software.

(2) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(3) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(4) The term “item” includes components or processes.

(5) “Technical data” means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *License.*

(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that—

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not—

(i) Use the technical data to manufacture additional quantities of the commercial items; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract, or for performance of work by covered Government support contractors.

(3) The Contractor acknowledges that—

(i) Technical data covered by paragraph (b)(2) of this clause are authorized to be released or disclosed to covered Government support contractors;

(ii) The Contractor will be notified of such release or disclosure;

(iii) The Contractor (or the party asserting restrictions as identified in a restrictive legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for an non-disclosure agreement; and

(iv) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(c) *Additional license rights.* The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) *Release from liability.* The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not

marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(e) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320 and 10 U.S.C. 2321.

(2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at [252.227-7013](#) will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.

#### **D.7 552.211-81 TIME OF SHIPMENT (FEB 1996) (ALTERNATE I—FEB 1996)**

*\*\*For purposes of this clause, for North American production/assembly shipment is defined as the moment a vehicle leaves the manufacturer's production facility. For vehicles which require subcontractor upfitting, the shipment date is defined as the moment the completed vehicle with all equipment leaves the upfit facility and reenters the contractor's logistics network. For vehicles which require oceanic transport, shipment is defined as the moment a vehicle leaves the foreign port of origin.*

(a) Shipment is required within 90-275 calendar days after receipt of order (ARO), as defined below.

(b) Each delivery order will specify that shipment is required no later than the number of days shown above. If such order also states that "Early Shipment is Precluded," the Contractor agrees to make shipment no sooner than 90-275 calendar days after receipt of order, as defined in the Schedule of Items. Earlier shipments may result in non-acceptance of the supplies at the delivery point at the time of arrival.

*\*\*For items 73, 73C, 73D, 73E, 73F, 74, 74A, 74B, 74C, 74D, 74E, 74F, 74G, 74H, 74J, 75, 75A 75B, 75E, 75F, 75G, 77, 77C, 77E, 78, 78C, 78E, 79A, 79B, 79C, 79D, 79E, 79F, 79G, 79H, and 79J, shipment is required within **90 days ARO**.*

*\*\*For items 82, 82C, 83, 83C, 84, 84B, 84C, 84D, 84H, 84J, 87, 87C, 88, 88C, 89A, 89B, 89C, 89D, 89H, 89J, 92, 94, 94B, 95, 95B, 95C, 95E, 122, 122C, 122E, 123, 123C, 123E, 124, 124B, 124C, 124D, 124E, 124F, 124G, 124H, 124J, 128, 128C, 128E, 129, 129A, 129B, 129C, 129D, 129E, 129F, 129H, 129J, 134, 134B, 134F, 141, 142, 144, 144A, 144B, 146, 147, 149, 149A, 149B, 154, 154B, 154H, 159, 159A, 159H, and 162 shipment is required within **275days ARO**.*

**D.8 552.211-88 VEHICLE EXPORT PREPARATION (JAN 2010)**

Vehicles shall be prepared for export on wheels, unboxed, unless otherwise specified in the Schedule of Items. All parts and equipment easily removable (subject to pilferage) shall be enclosed in a box substantially secured to the vehicle (inside body if feasible) in such a manner as to minimize the possibility of loss or damage while in transit to ultimate destination.

**D.9 552.211-91 VEHICLE DECALS, STICKERS, AND DATA PLATES (JAN 2010)**

Unless otherwise specified, caution plates/decals shall be conspicuously installed for all equipment requiring such notices. Vehicles for civil agencies shall be provided with the manufacturer's current warranty legend imprinted on decalcomania, and applied in a visible area of the engine compartment. In addition, a decal or sticker shall provide at least the following information: contract number; purchase order number; date of delivery, month and year; and the warranty time, in month and miles.

**D.10 552.211-92 RADIO FREQUENCY IDENTIFICATION (RFID) USING PASSIVE TAGS (JAN 2010)**

Radio Frequency Identification shall be required on all non-bulk shipments to the Defense Logistics Agency (DLA) or Department of Defense (DoD) destinations. Shipments shall be tagged in accordance with 48 CFR clause 252.211-7006. Shipments to GSA Distribution Centers with final destinations to DLA and DoD shall be in compliance to 48 CFR 252.211-7006. Copies may be obtained from <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

**D.11 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)**

(a)The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

- ☒ 552.203-71 Restriction on Advertising (Sep 1999)
- ☒ 552.211-72 References to specifications in drawings (FEB 1996)
- ☒ 552.211-73 Marking (Feb 1996)

- ☒ 552.211-75 Preservation, Packaging and Packing (FEB 1996)
- ☒ 552.211-77 Packing List (FEB 1996)
- ☒ 552.211-89 Non-Manufactured Wood Packaging Material for Export (Jul 2016)
- ☒ 552.211-90 Small Parts (Jan 2010)
- ☒ 552.215-70 Examination of Records by GSA (Jul 2016)
- ☒ 552.232-23 Assignment of Claims (Sep 1999)
- ☒ 552.242-70 Status Report of Orders and Shipments (Feb 2009)
- ☒ 552.246-78 Inspection at Destination (Jun 2009)

**D.12 552.216-72 PLACEMENT OF ORDERS (JAN 2016) ALTERNATE I (AUG 2010)**

(a) All delivery orders (orders) under this contract will be placed by the General Services Administration's Federal Acquisition Service (FAS). The Contractor is not authorized to accept orders from any other agency. Violation of this restriction may result in termination of the contract pursuant to the default clause of this contract.

(b) All orders shall be placed by Electronic Data Interchange (EDI) using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, transmission will be computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into a Trading Partner Agreement (TPA) with FAS in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation.

For more information on TPA and EDI procedures, please contact:

General Services Administration  
Office of Fleet Management  
Systems Support Division  
Acquisition Systems Branch (QMDEA)  
[AutomotiveEDI.Partnerships@gsa.gov](mailto:AutomotiveEDI.Partnerships@gsa.gov)

**D.13 552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUNE 2009)**

*\*\*Offerors are notified that the source inspection requirement will not apply to cab & chassis items listed in the Schedule of Items (73, 73C, 73D, 73E, 73F, 74, 74A, 74B, 74C, 74D, 74E,*

74F, 74G, 74H, 74J, 75, 75A 75B, 75E, 75F, 75G, 77, 77C, 77E, 78, 78C, 78E, 79A, 79B, 79C, 79D, 79E, 79F, 79G, 79H, and 79J)\*\*

*(a) Inspection by Government Personnel*

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government.

*(b) Inspection and receiving reports.* For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows: (1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or (2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for preparation and distribution.

*(c) Inspection facilities.*

(1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period.



(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies.

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the U.S. Virgin Islands) that is equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests.

(d) *Availability of records.*

(1) In addition to any other requirement of this contract, the Contractor shall maintain records showing the following information for each order received under the contract:

- (i) Order number;
- (ii) Date order received by the Contractor;
- (iii) Quantity ordered;
- (iv) Date scheduled into production;
- (v) Batch or lot number, if applicable;
- (vi) Date inspected and/or tested;
- (vii) Date available for shipment;
- (viii) Date shipped or date service completed; and
- (ix) National Stock Number (NSN), or if none is provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for (i) 3 years after final payment; or (ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) *Additional cost for inspection and testing.* The Contractor will be charged for any additional cost for inspecting/testing or reinspection/retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies—Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$500.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$500.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and \$500.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

(f) *Responsibility for rejected supplies.* When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) pursuant to the

Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be—

- (1) Stored for the Contractor's account;
- (2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or
- (3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

#### **D.14 E-FSS-514 PRODUCTION AND INSPECTION POINT(S) (JUN 1990)**

(a) Production Point. Offeror shall insert, in the appropriate spaces provided below, the names of the manufacturers of the items offered and the address and telephone number of the facility(ies) at which the items will be manufactured or produced.

(b) Source Inspection Point. Offeror shall indicate, in the spaces provided below, the location(s) at which the supplies will be inspected or made available for inspection. If the addresses of the respective production and inspection points are identical, the offeror should insert "same" in the inspection point column.

ITEM NO(S).	NAME OF MANUFACTURE	PRODUCTION POINT-- NAME, ADDRESS TELEPHONE NUMBER	INSPECTION POINT (If other than (Including County), and Production Point)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*NOTE: If additional space is needed, the offeror may furnish the requested information by an attachment to the offer. Please see Attachment O for formatting.*

#### **D.15 E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)**

(a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) Additional Costs for Inspection and Testing. When prior rejection makes re-inspection or retesting necessary, the following charges are applicable. When inspection or testing is

performed by or under the direction of GSA, charges will be at the rate of \$500.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$500.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$500.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

#### **D.16 QMAA-525 FIRST PRODUCTION VEHICLE (AUG 2019)**

**\*\* The GSA Contracting Officer may waive this requirement at their discretion.\*\***

As directed by the contracting officer and/or Contracting Officer Representative (COR), Government representatives shall inspect the first production vehicle (FPVI) at the inspection point designated in the contract. The inspection shall be performed to determine vehicle conformity with the contract specifications.

The specific requirements for the FPVI are contained in the Federal Standard or Federal Specification applicable to the schedule line item number being examined.

Additional Costs for Inspection and Testing. When prior rejection makes re-inspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$150.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$150.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$150.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

## **SECTION E – SOLICITATION PROVISIONS**

### **E.1 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "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" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) *Procedures.* 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".

(d) *Representation.* The Offeror represents that—

(1) It [ ] will, [ ] 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **E.2 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* 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".

(c)

(1) *Representation.* The Offeror represents that 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

#### **E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(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. 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 concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, 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 124.1002, 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 at 13 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 \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(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 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 least 51 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.

(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 it ☐ is, ☐ is not a small business concern.

(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) Service-disabled veteran-owned small business 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 as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) 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 CFR124.1002.

(5) 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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) 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.

(9) 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: \_\_\_\_\_

(10) 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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246- (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.

(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.

(iii) The terms "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
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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(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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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 Bahrainian, 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 Bahrainian, 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.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) 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 I. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.	
_____	
_____	
_____	

[List as necessary]

(3) 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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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(4) 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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(5) 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)(5)(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
_____	_____
_____	_____

[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.

#### **E.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
--	---

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### **E.6 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) (ALTERNATE IV – OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

In determining fair and reasonable pricing, the Government reserves the right to request price substantiating documentation including, but not limited to:

- Invoice Price, as equipped
- Manufacturer's Suggested Retail Price (MSRP), as equipped
- Monroney labels
- Commercial invoices
- Shipping quotations

**E.7 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates awarding multiple Firm-Fixed Price, Indefinite Delivery/Indefinite Quantity (FFP/IDIQ) contracts resulting from this solicitation.

**E.8 52.225-2 BUY AMERICAN CERTIFICATE (FEB 2021)**

(a) (1) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product.

(2) The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(3) The terms "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

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

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of [part 25](#) of the Federal Acquisition Regulation.

**E.9 52.225-18 PLACE OF MANUFACTURE (AUG 2018)**

(a) Definitions. As used in this provision—

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) FPSC 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.

(b) 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.

#### **E.10 52.233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Arielle Alman  
 GSA/FAS/QMAAA  
 1800 F Street NW, Hub 3400  
 Washington, DC 20405  
[arielle.alman@gsa.gov](mailto:arielle.alman@gsa.gov)

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **E.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

- ☒ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- ☒ 52.204-7 System for Award Management (Oct 2018)
- ☒ 52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
- ☒ 52.204-22 Alternative Line Item Proposal (Jan 2017)
- ☒ 52.211-6 Brand Name or Equal (Aug 1999)
- ☒ 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (Nov 2021)
- ☒ 52.214-34 Submission of Offers in the English Language (Apr 1991)
- ☒ 52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
- ☒ 52.216-27 Single or Multiple Awards (Oct 1995)
- ☒ 52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
- ☒ 52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Jun 2020)

**E.12 552.216-73 ORDERING INFORMATION (AUG 2010) (ALTERNATE I—SEP 1999)**

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.


(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.


## **SECTION F – INSTRUCTIONS TO OFFERORS**

### **F.1 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

Offerors completing AutoBid data entry (attachment P) are instructed to consider all items listed under Minimum Requirements as items that **MUST** be included as standard on vehicles provided as part of any offer, regardless of whether or not GSA has entered specific data for the item. Any deviations to the minimum requirement items or data provided in AutoBid must be reflected on the offeror's Technical Exceptions Worksheet.

Please note that in cases where data entered in the Schedule of Items (attachments F1-F5) differs from data reflected in AutoBid, the Schedule of Items governs the Government's minimum requirements.

Offerors are instructed to complete the following fields in AutoBid:

- Unit price
- Miles per gallon (MPG), where applicable
- Carbon Dioxide Grams Per Mile (GPM), where applicable
- Net invoice price, where applicable
- Net Manufacturer's Suggested Retail Price (MSRP), where applicable
- Assembly point (for chassis) (**Note:** the assembly point is the place of manufacture of the vehicle, it is not the contractor's office headquarters address)
- Destination charge included in offered price
- Optional equipment additional shipment days (if required)
- Optional equipment pricing
- Optional equipment contractor data (where a tab is provided)
- Any additional fill-ins (clarifications, optional equipment conflicts, etc.)
- Custom paint colors (CPT) must be cited on the clarifications tab
- Only no cost colors shall display in the dropdown list of available colors; these colors must be described using the OEM color name
- Any other fields as required

Additional AutoBid instructions:

- If trim level equipment has been removed from a commercially-available trim package identified, the offeror is responsible for outlining deleted equipment on the clarification tab for each line item. Deleted equipment items from commercially-available trim packages should be made available to GSA customers as optional equipment to the maximum extent possible.
- Identify procedures for shipping Parts and Service Manuals to customers on the Clarifications tab, if not shipped at the same time of vehicle shipment.
- MPG and GPM fields should be populated in the new "Engine and Fuel" AutoBid tab for this information.

Offerors are only required to provide MPG and GPM for vehicles up to 8,500lbs GVWR. For vehicles over 8500lbs GVWR, offerors should insert “0” in these fields or leave the MPG and PGM fields blank for items over the GVWR threshold.

## 1. IMPORTANT NOTICES

(a) To assist offerors in preparation of their offer, a Proposal Checklist is provided. See Attachment A for the Proposal Checklist.

(b) Offerors are requested to submit questions on the solicitation to [ontheroad@gsa.gov](mailto:ontheroad@gsa.gov) with a copy to Arielle Alman at [arielle.alman@gsa.gov](mailto:arielle.alman@gsa.gov) no later than **September 23, 2022, at 5:00pm Eastern**. Responses to all questions will be posted on [www.SAM.gov](http://www.SAM.gov).

(c) The Federal Acquisition Regulation (FAR) is frequently referenced in this solicitation; it can be accessed on the Internet at <https://www.acquisition.gov/far/index.html>.

(d) All Clauses found within the solicitation or incorporated by reference set forth by the General Services Administration Manual (GSAM) can be accessed on the Internet at <https://www.acquisition.gov/gsam/gsam.html>.

(e) SAM.gov is the single government point-of-entry for Federal Government procurement opportunities, which can be accessed on the internet at [www.SAM.gov](http://www.SAM.gov). Offerors are encouraged to register to receive notification from SAM.gov of changes to this solicitation as information will only be posted electronically.

(f) **The Government reserves the right to evaluate offers and award a contract without discussion.** Therefore, the initial offer should contain the Offeror’s best terms from both a price and technical standpoint.

(g) Offerors’ pricing must remain firm for at least **120** calendar days after submittal. Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

## 2. DUE DATE FOR PROPOSALS

(a) **ELECTRONIC COPIES OF PROPOSALS MUST BE RECEIVED BY 12:00pm Eastern on Friday, October 14, 2022, in FedConnect.** See attachment N2 for FedConnect registration instructions; *DO NOT WAIT UNTIL AUGUST 8 TO REGISTER IN FEDCONNECT!*

**\*\*\*Email and other submission methods may NOT be used\*\*\***

Pricing must also be submitted via AUTOBID no later than **3:00pm Eastern on Thursday, October 13, 2022.**

### 3. PROPOSAL PREPARATION

(a) **Read the entire solicitation document prior to preparation of your offer.** This solicitation contains a checklist outlining the elements required for an offer to be considered complete. **Offerors must complete the checklist and submit it with their proposal. Incomplete offers may be rejected without further consideration.**

(b) All offers must be compiled and submitted electronically in FedConnect. **All documents must be received by the due date/time specified in the RFP or the proposal as a whole may be considered late.** Offerors should retain a copy for their reference.

(c) The offeror is required to provide electronic copies of signed versions of the SF1449 and other proposal documents.

(d) The offeror is advised that the Federal Vehicle Standards and the offeror's technical and price proposals, if accepted by the Government, will form binding parts of the contract that results from this solicitation along with Section C – Additional Requirements and Section D – Solicitation Clauses. Therefore, care must be taken to properly address the requirements set forth in the RFP.

(e) These instructions set forth requirements for preparation and submission of proposals and to establish format and specific content of each offer. This is to assure completeness and suitability for both evaluation purposes and the cohesiveness of the resulting contract. **Be sure that the proposal explains how your firm will fully satisfy all of the performance requirements of the intended contract.**

(f) To aid in the evaluation of proposals, each proposal must be clearly and concisely presented in electronic format to the email addresses specified in the RFP. Include all information required by this solicitation, logically assembled with pages numbered. Each proposal must identify the name of the offeror, date of submission, solicitation number and other details as may be required.

(g) All proposals submitted in response to this solicitation must be arranged and clearly marked: Volume 1 – Administrative Requirements; Volume 2 – Technical Proposal; Volume 3 – Price Proposal. **Each proposal should be labeled precisely as:**

- 1) Volume 1 – Administrative Requirements:
  - “V1, Proposal Checklist – *insert offeror*”
  - “V1, Tab A – SF1449 – *insert offeror*”
  - “V1, Tab B – Offeror Response Document – *insert offeror*”
  - “V1, Tab C – Financials – *insert offeror*”
  - “V1, Tab D – SAM information – *insert offeror*”
  - “V1, Tab E – Letter(s) of Supply – *insert Offeror*”

“V1, Tab F – Inspection Point(s) /Place(s) of Performance – *insert offeror*”

“V1, Tab G – Projects – *insert offeror*”

2) “Volume 2 – Technical Proposal – *insert offeror*”

“V2, Tab A – Technical/Management Approach – *insert offeror*”

“V2, Tab B – Exceptions to Fed Stds – *insert offeror*”

3) “Volume 3 – Price Proposal – *insert offeror*”

“V3, Tab A – AutoBid Printout – *insert offeror*”

Please note, the offeror is responsible for the validity of all information submitted. The Government reserves its rights to remedy any conditions that may arise as the result of inaccurate information. The pricing information submitted in AutoBid supersedes any discrepancy with the file submitted as Volume 3, should any arise.

(h) Electronic proposal documents should be submitted on traditional letter sized paper (8.5x11”) templates.

#### 4. SUBMISSION CONTENT AND FORMAT OF PROPOSALS

**(a) VOLUME 1 – ADMINISTRATIVE REQUIREMENTS** (*required from all offerors*) – Failure of an offeror to address any item listed may make the proposal unacceptable and may result in it not being considered for award. PLEASE DO NOT SUBMIT HARD COPY PROPOSALS.

- TAB A – Standard Form (SF) 1449 (Attachment B)

A signed SF1449 with blocks 17(a), 30(a), 30(b), and 30(c) completed must be submitted under Tab A. Please do NOT fill out any other blocks on this form.

- TAB B – Offeror Response Document (Attachment C)

Submit the Offeror Response Document, with all requested “fill-in regulations” completed. DO NOT SUBMIT THE ENTIRE SOLICITATION DOCUMENT. The clauses contained herein will be incorporated into any resultant contract.

- TAB C – Financial Information

Offeror must submit information to demonstrate its financial resources in accordance with FAR 9.104-1. The offeror must include a copy of its audited annual report (or URL if this information is publicly available), an audited consolidated financial statement, or such other information which demonstrates the offeror’s financial stability for 2021, 2020, and 2019. Clearly identify current assets, current accounts receivables, and current liabilities in each supporting document submitted for each of the 3 years submitted. The Government may utilize other means to determine financial capability that may require additional financial information to be submitted. Please note: submitting the offeror’s tax

return document is NOT sufficient to meet this requirement, as tax returns do not contain all of the information detailed above.

- TAB D – SAM Information

Offeror must complete the entity registration information as well as the offeror representations and certifications in the System for Award Management (SAM) portal (<https://www.sam.gov/SAM/>). This portal incorporates the legacy Central Contractor Registration (CCR) and Online Representations & Certifications Application (ORCA). Offeror must submit proof of registration in SAM.

- TAB E – Letter(s) of Supply

If other than the manufacturer, the offeror must submit along with its proposal either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government requirement for the entire duration of the contract period, or (2) evidence that the Offeror will have an uninterrupted source of supply from which to satisfy the Government requirement for the contract period.

- TAB F – Inspection Point(s) / Place(s) of Performance

Offeror must indicate the vehicle Place of Performance for the schedule of items. The information supplied must include the city and state of final vehicle assembly at which Government source inspection (if required) will be performed. In the event the vehicle production point differs from the point of final assembly, the offeror must indicate the production point (city and state) for the schedule line item. Offeror must also supply Dun & Bradstreet (UEI) number, Point of Contact (telephone and email address); see Attachment O for submission format.

- TAB G – Projects (Past Performance; maximum of 5 pages)

The Offeror must demonstrate it has acceptable past performance history in providing products of the same or similar scope, size, and complexity as those solicited for under 47MCA22R0014. The offeror must demonstrate experience in managing projects and contracts of same or similar nature. Offerors must submit a narrative description describing their past performance in providing similar products over the past three (3) years. Describe a minimum of three (3) but not more than five (5) projects for different clients, similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation of the offeror's past performance. At a minimum, the offeror must provide the following information:

Project/Contract Name

Project Description (include quantities provided)

Dollar Amount of Project

Length of Project or Period of Performance

Point of Contact and Telephone Number

Projects must include a summary, a detailed description of the work performed, proposed and actual milestones, deliverables, explanations for any delays, methodologies, tools and/or processes used in work performance, any problems encountered and corrective actions taken.

NOTE: The Government reserves the right to contact customer references and to use any information discovered in the process of evaluating the offer. The work described in the projects must demonstrate the successful completion of work which was of a similar or greater complexity to the work described in the specifications and proposed to be accomplished by the offeror. If there is no prior commercial experience, past performance will be rated neutral for the offeror.

Current or past GSA Automotive contractors - GSA's Automotive Performance Policy established on-time shipment at or above 95% as the benchmark of successful performance for all existing contractors. The failure of an established contractor to meet the established 95% on time shipment benchmark for two consecutive contract periods may mean the contractor will be deemed to have an unsuccessful performance record. The Government may not consider unsuccessful contractors in the award of a new contract.

If PPIRS ratings exist for the offeror, such records must not include any ratings identifying the reviewing official "definitely would not" or "probably would not" award to them again given the choice. Offerors with such PPIRS ratings reflected may not be considered for award.

New contractors to GSA Vehicle Purchasing – Offerors without a past performance record with GSA Automotive will not be evaluated favorably or unfavorably under the 95% on-time shipment benchmark. Instead, GSA will evaluate past performance under prior commercial contracts to determine compliance with satisfactory performance. If there is no prior commercial experience, past performance will be rated neutral for the offeror.

**Note:** The on-time shipment benchmark for contracts resulting from this solicitation will be 95% for evaluation in future acquisitions.

**(b) VOLUME 2 – TECHNICAL PROPOSAL** (*required from all offerors*) – Failure of an offeror to address/provide any item listed may make the proposal unacceptable and may result in its not being considered for award.

The technical proposal section is comprised of factors relating to the offeror's ability to perform. Offerors are highly encouraged to review the specifications prior to preparing a response to this section.



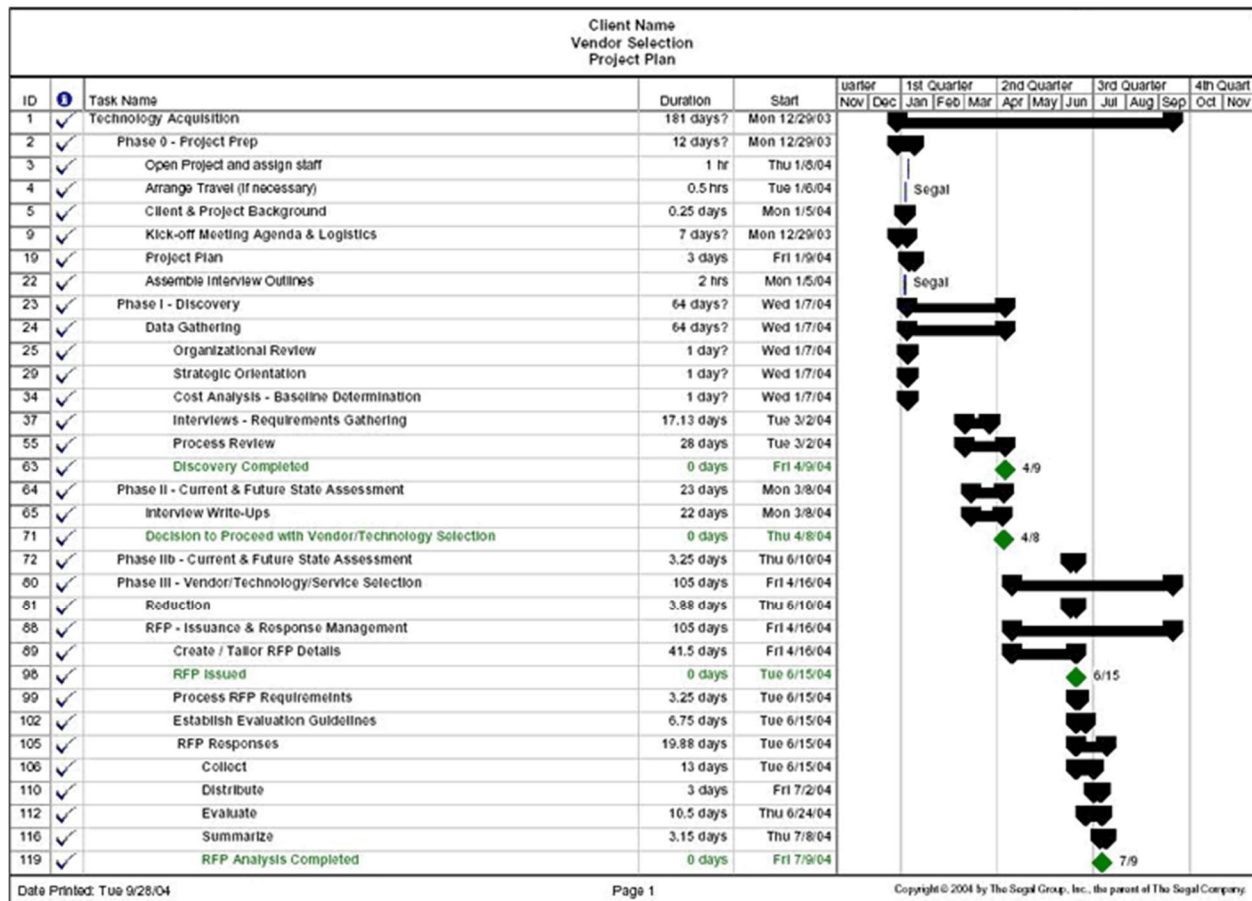
Offerors must use the “Technical Proposal Template” located in Attachment D1 to provide the technical proposal.

- TAB A – Technical Approach

Technical Approach (Factor 1 – Maximum of 20 pages)

Technical Approach is the primary determining factor of an offeror’s ability to perform. Offerors must describe how they ensure compliance with all technical specifications and a process for vehicle shipment which reflects a clear understanding of the Federal Standards and all other solicitation requirements. The offeror must demonstrate the ability to comply with consignee delivery and standard dealer delivery on a CONUS scope. In addition, the offeror must provide a Project Plan showing significant actions/events in the build process. Significant steps to be identified in the Project Plan must include at the minimum: planned production completion timeline, planned inspection, and shipment timeline.

The Project Plan should be substantially similar to the following (*provided as a visual reference only; required elements differ as outlined above*):



Management Approach (Factor 2 – Maximum of 15 pages)

The offeror must describe its management approach in narrative format. At a minimum, the offeror must describe the quality assurance procedures to be employed for this effort and describe what oversight will be provided as it pertains to order processing that ensures production, applicable certifications and documentations, time of shipment, and delivery of vehicles on a CONUS scale conforms to solicitation requirements. In addition, the offeror must describe how its management of suppliers demonstrates the ability to respond efficiently to any necessary corrective action as well as its management of vehicle availability listings, management of courtesy delivery dealers, and routine warranty administration procedures.

- TAB B – Exceptions to Federal Vehicle Standard 307BB

DOES NOT COUNT TOWARDS THE PAGE LIMITATIONS – Offerors must submit a statement indicating that no exceptions are taken to the Government's stated technical requirements. If exceptions are necessary, any and all exceptions to the technical specifications must be identified using Attachment D2, and must be included under this tab. Any and all exceptions expressed or implied in the offeror's proposal are not acceptable unless they are specifically and explicitly addressed and accepted by the Government.

**(c) VOLUME 3 – PRICE PROPOSAL** (*required from all offerors*) – to be provided IN ELECTRONIC FORMAT as a supplement to SUBMISSION IN AUTOBID

FACTOR 3 – Proposed Pricing

All proposed pricing must be submitted as FOB Destination – Dealer Delivery. Pricing must be clearly stated and submitted as stated below for the respective contract lines. Pricing assumptions, if any, should be clearly articulated in this volume.

- TAB A – AutoBid Printout

AutoBid – Offerors are required to submit their pricing information for the base contract period in GSA's AutoBid system. Prospective offerors are required to obtain a username and password for GSA's secure online proposal application (AutoBid). Username and password may be obtained by submitting the solicitation number, company's name, UEI (DUNS) number, address, business size, user's name, telephone number, fax, email, and proposed makes and models to [AutomotiveEDI.Partnerships@gsa.gov](mailto:AutomotiveEDI.Partnerships@gsa.gov). Account information will be provided within ten (10) business days of request. All offerors are required to input their proposed prices into AutoBid by **3:00pm Eastern no later than Thursday, October 13, 2022**. Also, an offeror's AutoBid printout should be saved as a .pdf document and submitted as Volume 3 of the offeror's proposal in FedConnect.

**AutoBid printouts should be created using the “AutoBid Print All – Final” function, not the “AutoBid Checklist Report”.**

## **F.2 AWARD**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## **F.3 PRE-PROPOSAL CONFERENCE**

Please note that a public pre-proposal conference will be offered. Questions related to the solicitation must be submitted in accordance with Section F.1 – Addendum to 52.212-1 Instructions to Offerors – Commercial Items. Questions must be submitted timely and responses to all questions will be posted to [www.SAM.gov](http://www.SAM.gov).

## **SECTION G – EVALUATION**

### **G.1 EVALUATION**

In evaluating offerors' technical proposals, the Government will consider:

Proposals will be evaluated and a contract(s) awarded under the Lowest Price Technically Acceptable (LPTA) approach to the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors, determined to have a fair and reasonable price, and are otherwise determined responsible and eligible for award. The significant non-cost evaluation factors are Technical Capability and Management Capability.

Offerors are on notice that proposals which indicate a lack of technical competence or failure to comprehend the complexities and risks of the solicitation requirements will be rejected. Although discussions concerning technical proposals are not planned, the procurement team reserves the right to bring unacceptable offers up to an acceptable level through negotiations.

The following represent the factors used in the evaluation of proposals to determine the acceptability of offers:

**FACTOR 1: TECHNICAL CAPABILITY** – The Government will evaluate the information provided for this factor to determine if the offeror demonstrates it has the technical capability to perform the work solicited. The Government will evaluate whether the offeror has demonstrated it can meet delivery and performance requirements.

**FACTOR 2: MANAGEMENT CAPABILITY** – The Government will evaluate the information provided for this factor to determine if the offeror demonstrates it has the ability to successfully manage this effort. The Government will evaluate whether the offeror has provided quality assurance processes to demonstrate compliance with all solicitation requirements. Procedures for handling warranty administration are provided.

**FACTOR 3: PRICE** – The Government will evaluate the pricing received for fair and reasonable determination. Award will be made on a lowest-price, technically acceptable basis. The lowest-price determination will be made at the base vehicle level for each line item. Optional equipment will be reviewed for fair and reasonable determination but will not affect the overall evaluated price for the base vehicle.

### **G.2 ADJECTIVAL RATINGS**

The following adjectival rating tables will be used to rate proposals. Table 1 will be used to assign a rating to Factor 1, and Table 2 will be used to assign a rating to Factor 2. The evaluator will use the appropriate table and select one of the adjectival ratings that most clearly reflects the

assessment of the proposals based on the established evaluation criteria. Price proposals (Factor 3) will not receive an adjectival rating.

TABLE 1 – Factor 1 – Technical Capability

ACCEPTABLE (A)	<p>The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. The offeror has demonstrated the following minimum acceptable elements:</p> <ul style="list-style-type: none"> <li>a) Process for ensuring compliance with prescribed technical specifications; AND</li> <li>b) Process for vehicle shipment which reflects a clear understanding of the Federal Vehicle Standards and all other solicitation requirements, AND</li> <li>c) Ability to comply with consignee delivery on a CONUS scope, AND</li> <li>d) Ability to comply with standard dealer delivery on a CONUS scope, AND</li> <li>e) Project Plan identifying the following: <ul style="list-style-type: none"> <li>1) Planned production completion timeline,</li> <li>2) Planned inspection,</li> <li>3) Shipment timeline, AND</li> </ul> </li> <li>f) No unapproved exceptions taken to the Federal Standards</li> </ul>
UNACCEPTABLE (U)	<p>Failure to demonstrate the minimum acceptability standards under this factor will result in an “UNACCEPTABLE” rating and possible elimination from further consideration for contract award. Failure to demonstrate all of the minimum acceptable elements will render the entire factor unacceptable.</p>

TABLE 2 – Factor 2 – Management Capability

ACCEPTABLE (A)	<p>The proposal meets the stated requirements. The offeror has provided a management plan which describes the quality assurance and management oversight procedures as it relates to the following elements:</p> <ul style="list-style-type: none"> <li>a) Order processing that ensures production, applicable certifications and documentation, time of shipment, and delivery of vehicles on a CONUS scale conforms to solicitation requirements, AND</li> <li>b) Management of suppliers which demonstrates the ability to respond efficiently to any necessary corrective action, AND</li> <li>c) Management and maintenance of the vehicle availability listings, AND</li> </ul>
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	<ul style="list-style-type: none"> <li>d) Management of courtesy delivery dealers,</li> <li>e) Routine warranty administration procedures, AND</li> <li>f) Furnish verification of Vocational Body Quality Assurance Provisions. Vocational body truck contractors shall only use final stage manufacturers/vehicle alterers that possess:               <ul style="list-style-type: none"> <li>1) MVP Status as defined by the National Truck Equipment Association (NTEA), AND</li> <li>2) Certified upfitter status, as applicable to their OEM makes offered:                   <ul style="list-style-type: none"> <li>i. Ram QPro Certification (for Ram Chassis)</li> <li>ii. Ford QVM Certification (for Ford Chassis)</li> <li>iii. Diamler Master Upfitter Certification (for Diamler Chassis)</li> </ul> </li> </ul> </li> </ul>
UNACCEPTABLE (U)	<p>Failure to demonstrate the minimum acceptability standards under this factor will result in an “UNACCEPTABLE” rating and possible elimination from further consideration for contract award. Failure to demonstrate all of the minimum acceptable elements will render the entire factor unacceptable.</p>

### G.3 OPEN SEASON PROPOSAL EVALUATION METHOD

In accordance with Section C.16 of this solicitation, all line items and new models submitted by existing contractors during open season periods will be subject to a technical evaluation by the Engineering Branch to determine vehicle acceptability under the Federal Standards. Vehicles submitted under open season proposals must meet or exceed the minimum requirements for the applicable SIN.

Proposals from new offerors under the open season provision will undergo a full technical evaluation from the Engineering Branch per the evaluation procedures detailed above, identical to the evaluation procedures for all offerors at the time of initial contract awards.

All proposed pricing, for existing and new models, from existing contractors and new offerors, will be reviewed by the contracting officer for fair and reasonable determination.

### G.4 METHOD OF AWARD FOR THE MASTER CONTRACT

Offerors may propose one or more standard item numbers solicited herein and may offer and be awarded more than one model per standard item number (only to the extent such models were included in the Federal Standards AutoStandards submission). The successful offeror for each model will be the lowest-priced, technically acceptable, responsible offeror who meets the Government's requirements. Where more than one offer is received for the same model under a representative standard item, award will be made to the lowest-priced, technically acceptable, responsible offeror who meets the Government's requirements and whose pricing has been determined to be fair and reasonable by the Contracting Officer.

## **G.5 METHOD OF AWARD FOR REQUISITIONS PLACED AGAINST THE MASTER CONTRACT**

### ***For orders of items as awarded:***

Ordering of vehicles occurs through GSA's AutoChoice website. AutoChoice is an online requisitioning system that enables customers to define their requirements, review contractor offerings, and make a best value determination. GSA customers are trained how to place vehicle requisitions through AutoChoice per the information provided (see Attachment Q – AutoChoice Online Ordering Instructions). When ordering through AutoChoice, customers will make award decisions based on a best value basis. Customers may consider one or more of the following:

Price

Vehicle country of origin and/or percentage of American-made content

Fuel Economy and Emissions, specifically carbon dioxide grams per mile (GPM)

Minimum Requirements

Other Features

Clarifications

Time of Shipment

Past Performance

Customer agencies are able to place their delivery orders via AutoChoice or with assistance from acquisition personnel. Customers are able to build their vehicles by utilizing a side-by-side comparison of each competitor's vehicle models to make their best value determinations. Once the customer has built its vehicle and made his/her best value selection, the requisition is placed directly with the contractor. The funding for the vehicle is obligated at the time the requisition is placed. Ordering through AutoChoice is available through the duration of the contract period.

After contract awards, Acquisition and/or the Program Office personnel work on a daily basis to assist customer agencies with fulfilling their motor vehicle needs.

### ***For orders of awarded items that need alteration to meet mission needs – called ADDITIONAL REQUIREMENTS (AREQs):***

Should a customer agency request additional requirements (AREQs) that are not currently awarded under the contract, the requisition is forwarded to Engineering for review. Engineering will determine the suitability of the request and either approve or deny the AREQ. Optional equipment that has been previously determined unacceptable will not be considered under the AREQ process. **Approved AREQs are submitted to each representative contractor for a price quotation, regardless of the original contractor selected in AutoChoice.** The quotation(s) is/are referred back to the agency for approval and confirmation of available funding. If funding is available, the contracting personnel will place the requisition through the GSA online ordering system ROADS (Requisitions, Ordering, and Documentation Systems). If funding is not available, the requisition cannot be finalized until the funding becomes available.

Customer agencies are able to place requisitions in AutoChoice up until 3:00pm on the day of the model closeout, as provided to GSA by the contractors and communicated to customer agencies

via the Vehicle Availability Listing (VAL). The VAL dates are updated when the contractors provide updated model closeout information to GSA. The Program Office is responsible for posting the VAL on GSA's website for customers to preview. Once a line item is closed, no additional requisitions will generally be accepted against that line item. Option AREQ is closed two weeks prior to a line item's scheduled closeout date.

## **G.6 CHANGES TO REQUISITIONS**

On occasion, the customer may select the wrong color, optional equipment, or may want to terminate its requisition. Program Management Office staff, upon issuance of a Contracting Officer Representative (COR) delegation letter, will work with contracting staff, customer agencies, and contractors to correct the problems expeditiously. Customers are required to contact GSA for requested changes to their requisitions. If contractors are contacted directly by customers, GSA must be notified for any modification or change to take place. Contract administration is the sole responsibility of the GSA acquisition staff. This customer assistance is accessed by calling (844) 472-1200 or emailing [vehicle.buying@gsa.gov](mailto:vehicle.buying@gsa.gov).