Note: this is a DRAFT solicitation document posted for informational purposes; proposals are NOT sought at this time. This document and all attachments may be updated prior to final posting.

Federal Acquisition Service

June 3, 2026
Dear Prospective Offeror:

The General Services Administration (GSA) appreciates your interest in Solicitation Number 47QMCA26R0038 for model year 2027 Light Vehicles to include Sedans, Light Trucks, and SUVs, for a base period of one-hundred and twenty (120) months, with no option periods.

This solicitation is targeted to original equipment manufacturers (OEMs), and their certified representatives, that meet all trade, regulatory, and other conditions required to sell light duty passenger cars and 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. Section B.4 – Substantial Transformation also contains important information for offerors to consider prior to submitting a proposal.**

In order to conduct this acquisition most effectively, all notices and postings will be made at SAM.gov. The provisions and clauses incorporated in this solicitation are those in effect through Federal Acquisition Circular 2026-01 effective March 13, 2026. 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.

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 me at (202) 251-7397. I look forward to receiving your proposal!

Sincerely,

Gordon M. Scott
Contracting Officer
Light Vehicles Branch (FDBBB)

TABLE OF CONTENTS

SECTION A – GENERAL
A.1 ADDITIONAL INFORMATION FOR STANDARD FORM 1449
A.2 ACQUISITION DETAILS
SECTION B – SCHEDULE OF ITEMS AND VEHICLE REQUIREMENTS
B.1 SCHEDULE OF ITEMS AND FEDERAL STANDARDS
B.2 PRICING
B.3 STATUTORY PRICE LIMITATION
B.4 SUBSTANTIAL TRANSFORMATION DETERMINATION
C.1 DELIVERABLES
C.2 STATUS REPORTING
API Based Communication
Vehicle Order Status and Build Level Data Reporting
C.3 WHEELS-OFF-GROUND DELIVERY
C.4 IDENTIFICATION OF VEHICLES
C.5 DELIVERY REQUIREMENTS
A. DEALER DELIVERY (DDR) AND CONSIGNEE DELIVERY (CNS)
(1) Dealer Radius Requirements
(2) Dealership Selection
(3) Dealership Availability
(4) Dealer Layout and Participation
(5) Alternative Delivery Locations
B. CONTRACTOR RESPONSIBILITIES FOR COURTESY DELIVERY DEALERSHIPS
(1) Receipt and Inspection
(2) Carrier Claims
(3) Repair and Replacement
(4) Predelivery Inspection (PDI)
(5) Customer Notification
(6) Vehicle Release Procedures
(7) Vehicle Pickup Timeline
(8) Escalation Responsibility
C. CNS DELIVERY TO GOVERNMENT-SPECIFIED DELIVERY LOCATIONS
C.6 PRE-DELIVERY INSPECTION (PDI) INSTRUCTIONS
C.7 MANAGEMENT APPROACH AND REPORTING
C.8 1611 EXPORT AND OCONUS DELIVERY
C.9 SHIPMENT DELAYS
C.10 DUPLICATE AND SURPLUS VEHICLES
C.11 NOTIFICATION OF VEHICLE DEFECTS/RECALLS
C.13 FUEL ECONOMY REQUIREMENTS
C.14 AVAILABILITY OF FUNDS
C.15 GUARANTEED MINIMUM QUANTITY

C.16 MAXIMUM QUANTITY OF SUPPLIES
C.17 CONSIGNEE DELIVERY TO DEPARTMENT OF WAR FACILITIES
C.18 CONTRACT ADMINISTRATION INFORMATION
C.19 VEHICLE AVAILABILITY LISTING (VAL)
C.20 OPEN SEASONS
C.21 PRICE REDUCTIONS
C.22 CYBERSECURITY & SUPPLY CHAIN REQUIREMENTS
EO 13905 – Responsible Use of Positioning, Navigation, and Timing (PNT) Services
EO 13873 – Securing the Information and Communications Technology and Services (ICTS) Supply Chain (Connected Vehicles)
EO 14034 – Protecting Americans' Sensitive Data From Foreign Adversaries
C.23 REQUISITIONS WITH ADDITIONAL REQUIREMENTS (AREQs)
C.24 NEW OPTIONAL EQUIPMENT CODES
C.26 U.S. FLAG VESSEL REQUIREMENTS
C.27 SOURCE, 1ST ARTICLE INSPECTION & DESIGN REVIEWS
C.28 DAMAGE-IN-TRANSIT PROCEDURES
C.29 INTERPRETATION OF CONTRACT REQUIREMENTS
C.30 ADDENDA TO THE SOLICITATION
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. (MAR 2026)
D.2 52.216-18 ORDERING (AUG 2020)
D.3 52.216-19 ORDER LIMITATIONS (OCT 1995)
D.4 52.216-22 INDEFINITE QUANTITY (DEVIATION DATE)
D.5 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
D.7 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (DEVIATION DATE)
D.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
D.9 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
D.10 552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)
D.11 E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)
D.12 F-FSS-200-B DELIVERY--F.O.B. DESTINATION (MAY 1991)
D.13 F-FSS-285 WAIVER OF DELIVERY SCHEDULE (APR 1984)
D.14 F-FSS-290 DELIVERY HOURS (APR 1984)
D.15 F-FSS-736-B EXPORT TRAFFIC RELEASE (SEP 1995)
D.16 G-FSS-914-B CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (SEP 1996)
D.17 I-FSS-100-A SCOPE OF CONTRACT (OCT 1997)
D.18 I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)
D.19 I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)
D.20 K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)
D.21 QMAA-525 FIRST PRODUCTION VEHICLE (AUG 2019)

SECTION E – SOLICITATION PROVISIONS
- E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)
- E.2 52.215-6 PLACE OF PERFORMANCE (NOV 2025)
- E.3 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2025) (ALTERNATE IV – NOV 2025)
- E.4 52.216-1 TYPE OF CONTRACT (NOV 2025)
- E.5 52.225-18 PLACE OF MANUFACTURE (AUG 2018)
- E.6 52.233-2 SERVICE OF PROTEST (MAR 2026)
- E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
- E.8 552.216-73 ORDERING INFORMATION (AUG 2010) (ALTERNATE I—SEP 1999)
- E.9 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

SECTION F – INSTRUCTIONS TO OFFERORS
- F.1 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
- F.2 PRE-PROPOSAL CONFERENCE

SECTION G – EVALUATION
- G.1 EVALUATION
- G.2 ADJECTIVAL RATINGS
- G.3 OPEN SEASON PROPOSAL EVALUATION METHOD
- G.4 METHOD OF AWARD FOR THE MASTER CONTRACT
- G.5 METHOD OF AWARD FOR REQUISITIONS PLACED AGAINST THE MASTER CONTRACT
- G.6 CHANGES TO REQUISITIONS

SECTION A – GENERAL

A.1 ADDITIONAL INFORMATION FOR STANDARD FORM 1449

Offerors must submit electronic versions of proposals to the following address:

gordon.scott@gsa.gov with a carbon copy to ontheroad@gsa.gov

Electronic copies of proposals are due **Tuesday, July 21, 2026, at 12:00pm noon Eastern**. GSAFleet.gov will close **Tuesday, July 21, 2026, at 12:00pm noon Eastern**. Please review FAR 52.212-1 – Instructions to Offerors – Commercial Products and Commercial Services (Deviation Date) for information regarding timely electronic proposal submission information:

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

Complete electronic file formatting instructions are located in Section F.1.

This solicitation will reopen after **July 21, 2026, only for Open Seasons**, wherein existing contractors will have the opportunity to update model years on awarded line items as well as propose new models. New offerors may also submit proposals under this solicitation during Open Season periods; please see Section C.22 for further details on Open Seasons.

Electronic proposals received from new offerors submitted during any Open Season period after the initial July 21, 2026, solicitation closing, should be sent to the following email address:

gordon.scott@gsa.gov with a carbon copy to ontheroad@gsa.gov

Any models submitted during Open Season periods and approved by GSA are considered within the scope and intent of the solicitation and, at the discretion of the Government, may be executed either by modification to the vendor's contract or new contract award.

SMALL BUSINESS SIZE STANDARD (SF1449 BLOCK 10): This acquisition is classified under NAICS code 336110 – Automobile Manufacturing. Per the SBA size standards located at https://www.sba.gov/document/support--table-size-standards, effective March 17, 2023, the small business size standard for NAICS 336110 is 1,500 employees.

A.2 ACQUISITION DETAILS

FSC GROUP: 2310 and 2320

PRODUCT: PASSENGER MOTOR VEHICLES AND TRUCKS & TRUCK TRACTORS WHEELED

NAICS: 336110

PERIOD: The period of performance is a base period of one-hundred & twenty (120) months from October 1, 2026 (or the date of contract award, whichever is later), through September 31, 2036, with no option periods.

SECTION B – SCHEDULE OF ITEMS AND VEHICLE REQUIREMENTS

B.1 SCHEDULE OF ITEMS AND FEDERAL STANDARDS

Please see Attachment H - Schedule of Items for a list of the Standard Item Numbers (SINs) which are sought in this solicitation.

Vehicles to be provided under this acquisition must adhere to Federal Vehicle Standards 122BS and 307BF (see Attachments F1-F2).

Only those models submitted during the GSAFleet.gov bid process and included in the Federal Vehicle Standards 122BS and 307BF (see Attachments F1-F2) will be considered for award. After-market conversions of factory vehicles (with the exception of law enforcement additional equipment) are considered out of scope for this acquisition and will not be considered.

All vehicles proposed must be left-hand drive vehicles.

Instructions to Offerors relating to GSAFleet.gov are included in Section F.1.

B.2 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. Offerors must meet the standards specified for each item number offered and follow the proposal submission instructions noted in Section F.

B.3 STATUTORY PRICE LIMITATION

This acquisition is subject to statutory price limitations pursuant to 31 U.S.C. 1343. The current statutory price limitations were established in the Consolidated Appropriations Act, 2026, Public Law 119-75, Division E, Title VII, Section 702 (February 3, 2026).

This law fixes the maximum amount allowable for the purchase of any passenger motor vehicle (exclusive of buses, ambulances, law enforcement, and undercover surveillance vehicles). For Fiscal Year 2026, this statutory limitation is:

- $40,000.00 for sedans
- $41,140.00 for station wagons

These limits may be exceeded by not exceeding $7,775 for police-type vehicles. Provided further, that the limits set forth in this section may not be exceeded by more than 5 percent for electric or hybrid vehicles purchased for demonstration under the provisions of the Electric and Hybrid Vehicle Research, Development, and Demonstration Act of 1976: Provided further, that the limits set forth in this section may be exceeded by the incremental cost of clean alternative fuels vehicles acquired pursuant to Public Law 101-549 over the cost of comparable conventionally fueled vehicles: Provided further, that the limits set forth in this section shall not

apply to any vehicle that is a commercial item and which operates on alternative fuel, including but not limited to electric, plug-in hybrid electric, and hydrogen fuel cell vehicles.

Offerors are instructed to separately identify the destination charge and additional systems and equipment (AS&E) in accordance with 31 U.S.C. 1343, in the appropriate fields in GSAFleet.gov (see Section F.1). Failure to state both the destination charge and AS&E may render a submission unacceptable. Offerors are further cautioned that submissions whose defective price structure constitutes a circumvention of the statutory limitation for the basic vehicles shall be rejected. For purposes of this contract, a submission with a defective price structure is one which is based on prices for the AS&E or destination charges significantly in excess of the prices available in the commercial marketplace.

A full list of items subject to statutory price limitations is set forth in Section 1.5 of Federal Standard 122BS and Section 1.6 of Federal Standard 307BF (see below as found in Attachment F1- F2 – Section 1.5 Vehicles Subject to Statutory Price Limitations). The offeror must provide the additional systems & equipment (AS&E) pricing in GSAFleet.gov for items subject to the statutory price limitations.

B.4 SUBSTANTIAL TRANSFORMATION DETERMINATION

Offerors certify, by submission of a proposal, that all products are compliant with the Trade Agreements Act (TAA) as specified in FAR 52.225-5 and 52.225-6. If significant proposed vehicle(s) component(s) are from a non-TAA compliant country, the offeror is required to supply a binding ruling of Substantial Transformation from the Office of Regulation and Rulings, Office of International Trade, Customs and Border Protection with proposal submission. Offerors are advised the process for obtaining a binding ruling can take up to 120 calendar days. Failure to provide a binding ruling for these products with proposal submission will result in any applicable awarded items remaining closed for ordering in GSAFleet.gov until such time the determination has been provided. These components include, but are not limited to, vehicle gliders/chassis, engines, and powertrains. It is the offeror's responsibility to request a determination, and such requests should be made in writing to the following:

U.S. Customs and Border Protection
Office of Trade
1300 Pennsylvania Ave. NW
Washington, D.C. 20229-1177

Regulations and Rulings:
90 K St. NE, (10th floor)
Washington, D.C. 20229-1177
1-877-227-5511

Any questions related to this requirement should be directed to Gordon Scott at gordon.scott@gsa.gov or (202) 251-7397 prior to proposal submission.

SECTION C – ADDITIONAL REQUIREMENTS

C.1 DELIVERABLES

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

Description	Due NLT	To
Vehicle Order Status Reporting (see Attachments K1 & K2 for Template)	Each Friday After Contract Award no later than 2:00 PM ET or ***within 2 business days of a status change***.	Uploaded via GSAFleet.gov or API and emailed to Contracting Officer/Contract Specialist
LU Order Status Reporting (only required for vendors awarded LU options; see Attachment M3 for Template)	Each Friday After Contract Award no later than 2:00 PM ET or ***within 2 business days of a status change***.	Contracting Officer, with a copy to gsafleet.lawenforcement@gsa.gov
Shipment Delays	As soon as a potential delay is discovered no later than 30 Calendar Days Prior to contract ship date (see section C.9)	Contracting Officer
Notification of Vehicle Defects/Recalls	Within 1 week of public announcement	Consignee, with a copy to the Contracting Officer in accordance with Section C.11
1611 for Each Export Destination	30 Calendar Days in Advance of Anticipated Date of Availability for Shipment	gsa.export@gsa.gov
Delivery Orders for Destinations Not on the Dealers Layout (Attachment J)	As applicable orders are received	Contracting Officer
Vehicle Availability Listing	As required	Contracting Officer
Request for Vehicle Inspections (to include RPN and VIN of units to be inspected)	20 Calendar Days in Advance of Requested Inspection	Assigned Vehicle Inspector and/or Contracting Officer's Representative *(only for Source Inspection by Government or First Production Vehicle per sections D.10 and D.21)*

The Contractor shall electronically deliver one (1) copy of each required deliverable to the designated Government points of contact identified in Sections C.2 and C.20, or as otherwise updated by the Government in writing via email or other authorized electronic notification. Deliverables shall be submitted no later than the due dates specified herein, whether specifically requested by the Government or not.

All deliverables shall be provided in current industry-standard electronic formats compatible with Microsoft 365 applications, including but not limited to Microsoft Word, Excel, PowerPoint, Project, Adobe PDF, or other Government-approved formats, as appropriate for the specific deliverable. All files shall be fully editable unless otherwise directed by the Government.

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 STATUS REPORTING

***For purposes of this deliverable, for North American production/assembly the ship date is defined as the moment a vehicle leaves the manufacturer. For vehicles requiring oceanic transport, it's when the vehicle leaves the port of origin. For vehicles requiring upfitting, it's when the completed vehicle leaves the upfit facility.*

API Based Communication

GSA's Office of Fleet Management is modernizing its vehicle order reporting, modification, and status processes and will be sunsetting EDI (Electronic Data Exchange) functionality from GSAFleet.gov. The transition period will commence on 10/1/2026 and terminate no later than 9/30/2027. EDI functionality will no longer be supported after 9/30/2027. Vehicle suppliers must coordinate with GSA to adopt API (Application Programming Interface) technology once it becomes available on GSAFleet.gov unless otherwise authorized by the Contracting Officer. Optionally, vehicle suppliers can choose to receive vehicle order and modifications via email and/or provide vehicle order status updates manually on GSAFleet.gov.

Vehicle Order Status and Build Level Data Reporting

GSA's Office of Fleet Management mandates that all vehicle contractors electronically submit order and related status information for all vehicles procured under this contract. Such data is incorporated into the GSAFleet.gov platform and serves as a critical resource for customer agencies to track order progression and assess contractor performance, specifically regarding on-time delivery metrics, which informs subsequent best value determinations.

GSA will implement enhanced vehicle order status and build level data reporting requirements in GSAFleet.gov during the 2027 contract year. Before implementation, vehicle suppliers must follow the legacy status reporting protocols as specified herein. Upon enhanced vehicle order status and build level data reporting implementation, all vehicle suppliers shall utilize an API-based communication connection to transmit vehicle order status and build level data no later than 2 PM Eastern Time each Friday after the effective date of the contract, or ***within 2 business days of a status change***, except where alternate arrangements have been formally approved by the Contracting Officer. Please see Attachments K1 and K2 for the projected scope of the enhanced vehicle order status and build level data reporting.

C.3 WHEELS-OFF-GROUND DELIVERY

All vehicles must be processed for shipment from the manufacturer's plant to the initial receiving activity in accordance with the manufacturer's standard commercial practice. The delivery method used must assure that all wheels of subject vehicles are off the ground at all times while in transit from the point of final assembly (vehicle complete as specified) to the destination indicated on each individual requisition.

The warranty begins when the Government accepts the vehicle from the contractor Freight On Board (FOB) point of delivery destination.

C.4 IDENTIFICATION OF VEHICLES

The contractor must show the applicable GSA RPN on the carrier's freight bill or other document used in the delivery of vehicles to the specified 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.

For purposes of source inspection, the contractor must indicate the applicable RPN and VIN 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 Government representative conducting the inspection.

C.5 DELIVERY REQUIREMENTS

A. DEALER DELIVERY (DDR) AND CONSIGNEE DELIVERY (CNS)

Offerors shall propose both Dealer Delivery (DDR) and Consignee Delivery (CNS) options, where applicable, for all eligible SINs. Dealer Delivery shall be identified as a standard or optional equipment code ("DDR") within GSAFleet.gov, consistent with other Fleet vehicle programs and solicitations. Direct delivery to a Government-specified location shall be identified by option code "CNS."

The purpose of establishing DDR as an equipment code is to:

- Standardize delivery selection across Fleet programs and solicitations;
- Improve visibility of delivery methods during requisitioning;
- Ensure suppliers maintain active dealership participation information in GSAFleet.gov;
- Reduce customer confusion regarding delivery locations and responsibilities; and
- Improve accountability and communication throughout the vehicle delivery process.

Unless CNS delivery is specified on the delivery order, delivery shall be made to a participating courtesy dealership within the geographic limitations identified below. Delivery locations may include the continental United States (CONUS), Alaska, Hawaii, Guam, the U.S. Virgin Islands, Puerto Rico, and authorized export locations via applicable export options.

The Government reserves the right to require delivery of agency customer orders to a dealership or GSA-approved marshalling location within fifty (50) geographic miles of the customer's location. The Prime supplier shall notify GSA and the ordering activity of the final delivery location no later than twenty-four (24) hours prior to actual vehicle delivery.

For purposes of calculating delivery mileage restrictions, mileage shall be determined using the shortest practical route identified in Google Maps or other Government-approved mapping software.

(1) Dealer Radius Requirements

- For metropolitan/populated areas of 100,000 or greater population, the participating dealership or marshalling location shall be located within fifty (50) miles of the delivery destination.
- For populated areas under 100,000 population, the participating dealership shall be located within one hundred fifty (150) miles of the delivery destination.

(2) Dealership Selection

When DDR is selected, ordering activities may identify a preferred participating dealership at the time of order placement. If the customer does not identify a dealership, the Contractor shall select the nearest participating dealership within the applicable geographic radius.

The Contractor shall input the selected dealership location, address, and point of contact into GSAFleet.gov or other Government-designated system within seven (7) calendar days of receipt of the delivery order.

(3) Dealership Availability

If no participating dealership exists within the required geographic radius, the Contractor shall notify the Government within fourteen (14) calendar days of receipt of the delivery order. The Government may then:

- Amend the order to require CNS delivery;
- Approve an alternate dealership location or marshalling point; or

- Cancel the order without penalty.

(4) Dealer Layout and Participation

The Government will review and approve participating dealership layouts upon contract award. Contractors shall maintain current dealership participation information within GSAFleet.gov at all times.

Contractors shall:

- Submit an initial, accurate dealership participation list within fourteen (14) calendar days of contract award;
- Update dealership information within fourteen (14) calendar days of any addition, removal, or change;
- Ensure dealership participation data remains current and accurate; and
- Notify the Government immediately of any significant reduction in dealership coverage.

Failure to maintain dealership participation information may result in:

- Restricted vehicle visibility in GSAFleet.gov;
- Inability for customers to place orders; or
- Removal of DDR eligibility for affected vehicle lines.

(5) Alternative Delivery Locations

If a dealership or marshalling location change becomes necessary after order placement, the Contractor shall notify both the ordering activity and GSA immediately and provide an alternate delivery location not to exceed fifty (50) miles from the originally identified location whenever practicable.

B. CONTRACTOR RESPONSIBILITIES FOR COURTESY DELIVERY DEALERSHIPS

The Contractor remains fully responsible for the performance of all participating courtesy dealerships, transportation carriers, and delivery agents, and shall ensure the following services are performed:

(1) Receipt and Inspection

The dealership shall receive the vehicle from the carrier and inspect for transportation damage or missing equipment.

(2) Carrier Claims

The dealership and/or Prime supplier shall process carrier damage claims, when necessary.

(3) Repair and Replacement

The dealership shall complete repairs or replace missing equipment caused by transportation damage prior to Government acceptance.

(4) Predelivery Inspection (PDI)

The dealership shall perform all manufacturer-required predelivery inspection and servicing procedures.

The Contractor shall ensure dealerships:

- Understand Federal delivery procedures;
- Understand the required PDI process;
- Understand that Federal customers are NOT responsible for PDI fees prior to vehicle release;
- Possess all required documentation before customer arrival;
- Understand who is authorized to accept delivery on behalf of the Government; and
- Do not improperly delay vehicle release due to internal administrative confusion.

Suppliers shall provide GSA with their required delivery process and all associated documentation necessary for GSA and agency customer dealer delivery operations. This requirement is intended to address recurring dealership concerns regarding lack of official documentation identifying authorized Government acceptance personnel.

(5) Customer Notification

The dealership or supplier shall notify the designated Government customer immediately upon vehicle arrival and readiness for pickup.

At a minimum, the notification shall include:

- Vehicle identification information;
- Dealership address and contact information;
- Pickup instructions;
- Required documentation and identification;
- Any scheduling procedures;
- The timeframe for pickup before any storage charges may apply; and
- Escalation points of contact.

If the dealership cannot contact the customer within five (5) calendar days, the matter shall immediately be escalated to both the Contractor and the GSA Ordering Branch.

(6) Vehicle Release Procedures

Contractors shall ensure dealerships:

- Release vehicles promptly upon proper customer identification;
- Follow established Government billing and reimbursement procedures;

- Do not request payment directly from Government personnel outside authorized procedures; and
- Coordinate directly with the Contractor to resolve documentation or administrative issues.

(7) Vehicle Pickup Timeline

Government personnel shall pick up vehicles within five (5) calendar days after notification of vehicle readiness unless otherwise coordinated.

If vehicles are not picked up within five (5) calendar days:

- The dealership and Contractor shall notify vehicle.buying@gsa.gov immediately;
- GSA may coordinate directly with the customer agency fleet manager; and
- The Contractor may request cancellation after exhausting reasonable coordination efforts.

Vehicles shall remain the responsibility of the Contractor until officially inspected, accepted, and transferred to the Government.

(8) Escalation Responsibility

The Contractor shall actively manage dealership delivery issues and shall not direct Government customers to independently resolve delivery disputes with dealerships.

The Contractor shall maintain oversight of:

- Delayed deliveries;
- Dealership communication failures;
- Vehicle release disputes;
- PDI issues;
- Documentation deficiencies;
- Damage in Transit (DIT) matters;
- Customer escalation matters; and
- Transportation carrier performance.

C. CNS DELIVERY TO GOVERNMENT-SPECIFIED DELIVERY LOCATIONS

At the Government's option, vehicles may be delivered directly to a Government-designated location, including marshalling facilities or authorized warranty repair facilities. The Government may receive and prepare vehicles in the same manner as a dealership.

Delivery to consignee and GSA-approved marshalling locations shall occur only Monday through Friday, excluding Federal holidays, between the hours of 8:00 a.m. and 4:30 p.m. local time, unless otherwise expressly authorized in writing by the Government. After-hours delivery to a GSA-approved marshalling location shall constitute imperfect delivery. The Prime supplier shall assume full responsibility for any damage, loss, theft, delay, or special handling charges resulting from delivery outside the specified time, place, or manner identified in the delivery order. Such costs may be assessed at the order level by the Contracting Officer.

Prime suppliers shall assume responsibility for all damage, loss, theft, or destruction occurring before, during, or after delivery that does not comply with the specified time, place, or manner identified in the vehicle order.

In the event a vehicle is damaged, missing, or destroyed, applicable Damage in Transit (DIT) provisions shall apply beginning at the time the defective delivery is reported by the Government's receiving agent.

All transportation carriers and delivery agents utilized by the Prime supplier shall provide the following at the time of delivery:

- A physical or electronic Bill of Lading (BOL) compliant with applicable commercial transportation standards and Government requirements;
- Proof of Delivery documentation identifying:
    - Time, place, and manner of delivery (land, rail, sea, or air);
    - Printed name and signature of the delivery agent;
    - Date and time of delivery; and
    - Receiving location information.

Prime suppliers shall maintain copies of all Proof of Delivery documentation, whether physical or electronic, for a minimum of thirty (30) calendar days following Government invoicing. Proof of Delivery documentation shall be required to support payment requests.

Prime suppliers shall identify transportation carriers utilized for vehicle delivery within their subcontracting plan or as an attachment to their management proposal to improve oversight and tracking of Damage in Transit (DIT) performance.

C.6 PRE-DELIVERY INSPECTION (PDI) INSTRUCTIONS

Within thirty (30) calendar days of contract award, the Contractor shall provide the Contracting Officer, Ordering Branch (vehicle.buying@gsa.gov), and any Government-designated vehicle marshalling locations with unrestricted electronic access to all applicable Predelivery Inspection (PDI) instructions, procedures, and technical guidance for all awarded vehicle makes and models under contract. Access shall remain current throughout the period of performance and shall include any manufacturer-issued updates or revisions.

The Contractor shall also identify any vehicle makes or models requiring specialized OEM equipment, proprietary software, diagnostic tools, dealer-authorized access, or manufacturer-specific interfaces necessary to complete required PDI procedures, including but not limited to removal of vehicles from "ship," "transport," or similar factory delivery modes. In instances where required PDI procedures cannot reasonably be completed by Government marshalling vendors using commercially available tools and standard industry practices, such vehicles may be deemed ineligible for Consignee Delivery (CNS) delivery unless otherwise approved by the Government.

If CNS delivery is authorized for vehicles requiring specialized OEM procedures or dealer intervention to complete PDI requirements, the Government reserves the right to seek reimbursement, pricing consideration, or other equitable adjustment for any additional

transportation, handling, dealer service, or administrative costs incurred to place the vehicle into operational service.

Failure to provide or maintain the required PDI access, documentation, or disclosure of specialized OEM requirements may be considered a failure to perform in accordance with contract requirements and may result in corrective action, suspension of vehicle deliveries, withholding of orders, or other remedies available to the Government under the contract.

C.7 MANAGEMENT APPROACH AND REPORTING

Offerors shall describe in their management proposal how they will administer and oversee dealership delivery operations. At a minimum, the proposal shall address:

- Customer notification procedures when vehicles are ready for delivery;
- The logistical and pickup information provided to customers;
- Required customer documentation and identification procedures;
- Escalation procedures for failed customer contact;
- Delivery scheduling and appointment coordination;
- Dealer training and oversight processes;
- Vehicle release procedures;
- Management of delayed pickups;
- Timeframes before storage charges may be assessed;
- Resolution procedures for dealership disputes or delivery issues;
- Transportation carrier oversight procedures; and
- Processes for maintaining current dealership participation data within GSAFleet.gov.

The Prime Contractor shall provide monthly updates identifying:

- Additions or removals of participating dealerships;
- Changes to dealership delivery capability;
- Alternate delivery locations used;
- Any recurring dealership performance concerns impacting Government customers; and

Alternative delivery locations not exceeding fifty (50) miles from the original delivery point whenever a delivery location change occurs.

C.8 1611 EXPORT AND OCONUS DELIVERY

Unless expressly identified as an exception in the offer submission, the Contractor shall support overseas/export ordering requirements under Special Ordering Procedure (SOP) Option 1611, which applies to vehicles ordered for export delivery and operation outside the continental United States (OCONUS), including U.S. territories and possessions. Under Option 1611, GSA facilitates the export process by coordinating vehicle orders through designated export management procedures, which may include overseas shipment, export documentation, customs coordination, and compliance with destination-country import requirements. Contractors shall provide all documentation, certifications, and reasonable support necessary to facilitate the successful export, delivery, registration, and operation of awarded vehicles in overseas locations.

The Contractor shall disclose in writing any limitations, exclusions, changes, or restrictions applicable to standard commercial warranty coverage for vehicles exported or operated OCONUS. This includes any manufacturer-imposed geographic limitations, reduced warranty coverage periods, limitations on parts or service availability, or conditions that may affect warranty eligibility due to export delivery or overseas operation.

Additionally, the Contractor shall identify all applicable vehicle SINs and models for which factory warranty coverage may be voided, reduced, geographically restricted, unsupported, or otherwise limited as a result of export delivery or overseas operation under Option 1611 procedures. Any such limitations shall be submitted as technical exceptions with the offer and, if awarded, shall be clearly identified within applicable product descriptions, ordering systems, and contractor-provided ordering guidance to ensure ordering agencies are fully informed prior to vehicle selection and export processing.

GSA Form 1611 shall be completed for all vehicle orders destined outside the United States when an established delivery code is not available. Instructions for completion and shipment processing are contained within the form. For OCONUS destinations, the mailing address provided by the customer for the Certificate of Origin at the time of order placement must be a non-domestic address.

No later than thirty (30) calendar days prior to the anticipated vehicle availability date for shipment, the Contractor shall submit a completed GSA Form 1611, including applicable Vehicle Identification Number(s) (VINs), for each destination to the GSA Export Office identified on the delivery order. Wherever practicable, Prime suppliers shall provide the Certificate of Origin electronically to GSA using the Government-designated electronic delivery method or email address provided by GSA.

Vehicles shall not be shipped until official release and distribution instructions are received from the designated GSA Export Office. Failure to comply with these requirements may result in shipment refusal or delay until proper authorization is obtained.

C.9 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 www.gsa.gov/gsafleet. 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.

Contractors are responsible for providing BOLs and picking up all misdelivered vehicle(s) within fourteen (14) calendar days and delivering to the location indicated on the MVDO. If the vehicle(s) is not shipped to the correct location by the order shipment date a concession will be

applied. Additionally, for orders shipped prior to inspection, if the Contractor is able to have the vehicle returned to the production facility, inspected and shipped prior to the order shipment date, concessions will be waived.

Delivery requirements will be established at the SIN level based on market research and OEM production realities, recognizing that lead times vary by manufacturer and vehicle type. Unless otherwise specified, the standard delivery requirement will be 100 days After Receipt of Order (ARO). Contractors must immediately notify the CO and COR when a delivery delay becomes apparent and provide supporting documentation, including OEM communications or other substantiating information, along with a revised delivery estimate and impact assessment.

When delivery deadlines are missed, the Government may assess a late delivery concession regardless of whether an extension is granted, unless the delay qualifies as excusable under the contract. Contractors may generally receive no more than two delivery extensions per order or vehicle line. Continued failure to perform may result in additional contractual remedies, including order cancellation, reprocurement from another source, recovery of excess costs, suspension of affected SINs, or partial termination for default.

C.10 DUPLICATE AND SURPLUS VEHICLES

Should a duplicate or surplus vehicle order be erroneously generated by the Contractor and offered to the Government as an additional vehicle sale, a 20% concession shall be applied to that vehicle order upon customer acceptance. This concession will be implemented via an order level modification after the customer has agreed to accept the vehicle and the corresponding additional order has been placed in GSAFleet.gov. GSA reserves the right to decline acceptance of the vehicle and may, at its sole discretion, waive the application of the concession.

C.11 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.

For non-GSA Fleet Leasing vehicles, notifications of defects or manufacturer recalls shall be sent via certified mail to the address on the MVDO.

For GSA Fleet Leasing vehicles under this contract, any notification of defects or manufacturer recalls shall be sent via certified mail to the mailing address listed on the MVDO, unless otherwise instructed by the Government.

GSA suppliers shall provide, as part of their management and warranty support approach, the process by which they will evaluate and repurchase vehicles that experience repeated operational deficiencies, defects, or repair issues that materially impede the Government's ability to execute mission requirements. Since there is no Federal "Lemon Law," GSA relies upon applicable warranty provisions, including the Government's right to rescind acceptance or delivery when a vehicle fails to meet the implied warranty of fitness for a particular purpose.

C.12 CONTRACTOR REVIEW PERIOD FOR OPTIONAL EQUIPMENT

The Contractor shall have five (5) business days from the date of vehicle order placement to review and identify any required optional equipment that may have been omitted from the order. If, within this 5-day period, a missing required option is identified as a result of a missed optional equipment conflict, and the Customer elects to add it, a corresponding price adjustment may be incurred via order level modification. Should such a discrepancy be discovered after the 5-day period, the Contractor shall be solely responsible for ensuring the vehicle is buildable and meets all order requirements, at no additional cost to the Customer.

C.13 FUEL ECONOMY REQUIREMENTS

Offerors shall provide vehicles that enable customer agencies to meet the requirements of 49 U.S.C. 32917. Offerors are advised to provide the most fuel-efficient vehicle(s) available that meet the most current Emission Standards for all vehicles and vehicle up-fits ordered under any awarded contracts. Ordering customers must consider current fuel economy requirements within their appropriate location when making its vehicle and vehicle up-fit selections.

To ensure data accuracy and compliance, only complete and verified vehicle models will be available for ordering in GSAFleet.gov. Offerors are required to provide all necessary fuel economy and emissions information, including data for optional equipment engines, as part of their GSAFleet.gov submissions. No awarded models, inclusive of law enforcement vehicles, will be available for ordering until GSA confirms the validity of the provided fuel economy and emissions data against confirmed data from the Environmental Protection Agency (EPA) at www.fueleconomy.gov or through available internal contacts.

C.14 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 are responsible for verifying availability of funds when submitting requisitions through GSAFleet.gov.

C.15 GUARANTEED MINIMUM QUANTITY

In accordance with FAR 16.504(a), the minimum quantity in dollars that the Government guarantees to order during the period of performance of this contract is $10,000.00. If at the end of the contract period the vendor has not received an order, upon written request to the Contracting Officer, the Government will pay the contractor the guaranteed minimum dollar

value. The minimum quantity dollar value is for the entire contract period of performance and not for each line item awarded. No minimum quantity purchase of units is guaranteed.

- Request for payment of any amount due under this paragraph must be submitted, in writing, to the Contracting Officer within 30 calendar days after the end of the contract period.
- 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.16 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 solicitation will be established for each resultant contract based on the items awarded. Each resultant contract will have its own contract maximum quantity (in dollars) established, and this maximum quantity may differ for each successful offeror. The maximum quantity in dollars for each resultant contract will be established in the following manner:

1. Awarded base vehicle pricing for each line item specific to that contract will be multiplied by the estimated quantity of supplies for the corresponding SIN as published in Attachment I – 2027 Model Year Estimated Quantities;
2. The resulting dollar values for each line item from step one will be added together to establish a total dollar amount for the first year of the contract period of performance;
3. The single-year total from step 2 will be multiplied by a 5% year-over-year estimated increase for each subsequent year of the period of performance to account for inflation, increasing material costs, and potential additional line items awarded during Open Seasons throughout the life of the contract;
4. The dollar values for each year of the period of performance as calculated in step 3 will be added together to establish a total contract maximum quantity in dollars for the entire contract.

No contract awarded under this solicitation will be permitted to exceed its maximum quantity in dollars as established at the time of contract award.

C.17 CONSIGNEE DELIVERY TO DEPARTMENT OF WAR FACILITIES

For requisitions placed with option code CNS and designated for delivery to a Department of War (DoW) 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 http://www.rapidgate.com/rapidgate-program. 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, vendor 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://www.fortiorsolutions.com/products/rapidgate/.

C.18 CONTRACT ADMINISTRATION INFORMATION

A. GSA 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.

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:	Gordon Scott GSA/FAS/FDBBB 1800 F Street NW Washington, DC 20405 (202) 251-7397 or gordon.scott@gsa.gov
Contract Specialists:	Justin Cook GSA/FAS/FDBBB 1800 F Street NW Washington, DC 20405 (936) 703-0952 or justin.cook@gsa.gov
	Brandon Posey GSA/FAS/FDBBB 1800 F Street NW Washington, DC 20405 (202) 969-7787 or brandon.posey@gsa.gov
	Josip Dugandzic GSA/FAS/FDBBB 1800 F Street NW Washington, DC 20405 (464) 927-4718 or josip.dugandzic@gsa.gov
	L. Brittney Woods GSA/FAS/FDBBB

1800 F Street NW
Washington, DC 20405
(267) 371-7294 or lauren.woods@gsa.gov

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). Only those designated as authorized negotiators will be permitted to sign official documentation relating to this contract (contract award document, modifications, etc.).

C. INVOICE SUBMISSION AND PAYMENT INFORMATION

The Contractor must submit the invoice to the GSA Finance Office through the Department of Treasury's, Invoice Processing Platform (IPP) web portal, https://ipp.for.fiscal.treasury.gov/ and then click on "Collector (Supplier)." Contractors are required to submit invoices within 30 calendar days after delivery.

The funding reference to use when submitting invoices in IPP is the RPN number located in Block 2 of the Motor Vehicle Delivery Order (MVDO). IPP will display an IPP PO number which will have the RPN number embedded, e.g., IPP PO will be VH**RPN12345**-01-0.

Once an invoice is submitted by the Contractor, the Government will make payment after verification that the vehicle(s) listed on the invoice have been received and accepted. Payment terms are Net 30.

If you have problems submitting your invoice in IPP, please contact one of the following, as applicable:

IPP General System, Login ID, password issues:

IPP Customer Support Helpdesk

Phone: (866) 973-3131

Email: IPPCustomerSupport@fiscal.treasury.gov

IPP Inquiries with payment issues:

Email: kc-fedpay.finance@gsa.gov

Payment will be made in accordance with FAR 52.212-4(i).

C.19 VEHICLE AVAILABILITY LISTING (VAL)

Customers may place vehicle orders at any time during the applicable ordering period and until the Contractor formally notifies GSA that a vehicle model or line item is no longer available for ordering. GSA ordering systems remain operational year-round and available for order placement, subject to vehicle availability and production constraints. Contractors shall notify the Contracting Officer and designated Contract Specialists via email when a vehicle model, trim level, or line item is expected to close, become unavailable, or otherwise cease production.

Contractors shall provide a minimum fourteen (14) calendar day advance written notice prior to closing any awarded vehicle line item. If a Contractor fails to provide the required fourteen (14) day advance notice of an early vehicle model closeout, for any order that is placed that the Contractor cannot fulfill with the awarded model year vehicle the Contractor shall, at the Government's discretion:

- Provide the next model year production vehicle at the awarded contract price, with pricing protected through the applicable mid-cycle enhancement date;
- Provide a comparable stock vehicle from dealer inventory at the awarded contract price; or
- Pay any applicable "cover" costs representing the difference between the awarded price and the higher price of the next available comparable vehicle SIN procured by GSA from another awarded Contractor.

The Government reserves the right to determine the most advantageous remedy based on program requirements, vehicle availability, and customer mission needs.

C.20 OPEN SEASONS

GSA will establish up to two (2) "Open Season" (OS) period(s) each contract year allowing existing contractors to update their line item offerings and providing for the on-boarding of new offerors.

Each open season period will be announced by GSA via special notice under this solicitation in SAM.gov as well as by notification to existing contractors. The Government reserves the right to forego or cancel any planned Open Season at any time, at its sole discretion. Any interested contractor may submit proposals and updates for evaluation.

A. PERMITTED SUBMISSIONS

All contractors may submit the following:

- **Proposal of new models:** All contractors may propose new models not previously awarded under the contract, for which there is an existing Federal Vehicle Standard vehicle category and which conform to all GSA specifications and regulations that pertain to the Government's motor vehicle requirements.
- **Next model year for currently awarded models:** All contractors may propose the next model year (NMY) for existing awarded models (either from their own contract or another incumbent contractor's contract), provided however that awarded models will only be subject to competition at such time as the incumbent awardee proposes the next

model year on that model, or can no longer support ordering for the previous model year and declines to submit the next model year during that Open Season.

Existing contractors may additionally submit:

- **Price decreases on currently awarded models:** Existing contractors may propose price decreases on currently awarded models for the same model year without opening that model to competition within that Open Season.

B. SUBMISSION PROCESS AND REQUIREMENTS

(1) New Offerors

Upon announcement of an Open Season through SAM.gov, GSA reserves the right to on-ramp additional contractors into the Program. Eligible offerors may include both new entrants to the Federal marketplace and existing contractors participating under one or more of the following Programs:

2025 Main Bus (PoP end date 11/24/2029)
2025 Wheelchair Accessible Light Vehicles (PoP end date 6/2/2030)
2024 Star of Life Ambulance (PoP end date 3/31/2029)
2024 OCONUS Vehicles (PoP end date 2/13/2029)
2023 Light Duty Vocational Trucks (PoP end date 12/21/2027)
2022 Transit Bus (PoP end date 12/8/2026)

Potential new offerors must request a GSAFleet.gov account prior to the bid period opening date via email to gordon.scott@gsa.gov.

- New offerors must enter all base vehicle minimum specifications, pricing, optional equipment availability/pricing/conflicts, clarifications, and engine and fuel tab data in the GSAFleet.gov bid environment.
- New offerors must also submit via email full administrative and technical proposals following all instructions as specified in Section F of this solicitation, due by the closing date for pricing submissions.

(2) Existing Contractors

Contractors with existing contracts will automatically have access to GSAFleet.gov for the bid environment for each Open Season.

- For next model year submissions of currently awarded models, 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 Open Season Availability Template which will be provided to all participating offerors). Contractors may not offer the current and next model year offerings simultaneously.

C. EVALUATION

All open season submissions, whether updates to existing line items or new model proposals, will be evaluated using the Lowest-Price, Technically Acceptable (LPTA) evaluation process per model per SIN.

If one or more proposals are received for the same model and model year, from any contractor, the successful offeror for each model will be determined using the LPTA evaluation process (see Section G.1).

C.21 PRICE REDUCTIONS

If during the duration of this contract a vehicle manufacturer offers a price reduction on a vehicle model to the public at large, a contractor supplying that vehicle model under contract may at their discretion pass that price reduction along to the Government at any time (not restricted to Open Season periods) by submitting a price reduction proposal in writing to the Contracting Officer. Such price reduction proposals must be accompanied by adequate evidence of the publicly available price discount (e.g. an official advertisement or public announcement from the vehicle manufacturer). The Contracting Officer will have full discretion whether to consider or award proposed price discounts under this section; any such proposed discounts received shortly before an upcoming Open Season period may be deferred to the Open Season bid window.

To promote continued competition and transparency, when the Government receives a proposed price reduction under this section, the Government will notify other Contractors with awarded line items within the same SIN (without revealing the initiating Contractor or model, or amount of the proposed reduction) of the opportunity to submit concurrent price reductions on their models, not subject to the same publicly announced discount requirement. Competing Contractors will have three (3) business days to provide responsive price reduction proposals on their models.

C.22 CYBERSECURITY & SUPPLY CHAIN REQUIREMENTS

Securing the Information and Communications Technology and Services Supply Chain: Connected Vehicles

In accordance with 15 CFR Part 791 The Government shall retain unlimited rights in all data generated through the operation, use, maintenance, or connectivity systems of vehicles acquired under this contract. For purposes of this contract, “Vehicle Connectivity Data” means all electronically generated information produced, transmitted, collected, stored, or processed through embedded telematics systems, onboard diagnostics, sensors, software, mobile applications, or related connected vehicle technologies, including but not limited to vehicle location, mileage, diagnostics, maintenance status, fault codes, fuel or energy usage, and operational performance data. All such data generated through Government-owned or operated vehicles shall be deemed Government Data.

The Contractor shall provide the Government continuous, unrestricted, and commercially reasonable access to Vehicle Connectivity Data for the life of the vehicle or period of Government ownership or operation. Such data shall be provided in a commercially standard, interoperable, and machine-readable format sufficient to support fleet management, maintenance, reporting, cybersecurity, and operational requirements. The Contractor shall not impose restrictions, fees, subscription requirements, or technical barriers that would limit Government access to or retention of Vehicle Connectivity Data, including after contract expiration, order completion, or transfer of vehicle custody between Federal agencies.

The Contractor is prohibited from selling, disclosing, monetizing, or otherwise using Government Data except as necessary to perform this contract or as expressly authorized in writing by the Contracting Officer. Any disclosure to subcontractors, service providers, or third parties shall be limited to contract performance purposes and must comply with applicable Federal privacy, cybersecurity, and supply chain security requirements.

The Contractor shall implement appropriate administrative, technical, and physical safeguards to protect Vehicle Connectivity Data from unauthorized access, disclosure, alteration, or destruction. The Contractor shall promptly notify the Contracting Officer of any suspected or confirmed cybersecurity incident involving Government Data or connected vehicle systems.

This clause shall flow down to all subcontractors, suppliers, telematics providers, and service partners involved in performance under this contract and shall survive contract expiration, termination, or vehicle transfer for as long as the Government owns, leases, or operates the affected vehicles.

Compliance with (EO) Executive Orders

The Contractor shall comply with all applicable Executive Orders (EOs), Federal statutes, and implementing regulations related to vehicle technologies, data security, and supply chain integrity. This includes, but is not limited to, the following requirements:

EO 13905 – Responsible Use of Positioning, Navigation, and Timing (PNT) Services

The Contractor shall ensure that all vehicles, systems, components, and embedded technologies furnished under this contract are designed, sourced, and configured in a manner that supports responsible use of Positioning, Navigation, and Timing (PNT) services. The Contractor shall not incorporate or enable PNT-dependent systems that present unacceptable risks to operational integrity, spoofing, jamming, unauthorized tracking, or other vulnerabilities that could adversely affect Government operations. Where applicable, the Contractor shall ensure appropriate safeguards, redundancies, and cybersecurity protections are incorporated into all PNT-enabled systems.

EO 13873 – Securing the Information and Communications Technology and Services (ICTS) Supply Chain (Connected Vehicles)

The Contractor shall comply with EO 13873 and all implementing regulations governing the security of the Information and Communications Technology and Services (ICTS) supply chain. This includes all connected vehicle systems, telematics platforms, onboard communications modules, software, firmware, sensors, and related digital infrastructure. The Contractor shall ensure that no prohibited ICTS products or services, as defined by the Department of Commerce or other authorized Federal entities, are included in vehicles furnished under this contract. The Contractor shall certify compliance upon award and upon request and shall promptly notify the Contracting Officer of any supply chain changes that may affect compliance.

EO 14034 – Protecting Americans' Sensitive Data From Foreign Adversaries

The Contractor shall ensure that no covered software, hardware, or services that could transfer, store, or provide access to sensitive Government or user data to foreign adversaries, as defined in EO 14034 and implementing guidance, are included in any vehicles, systems, or connected technologies provided under this contract. The Contractor shall implement appropriate safeguards to prevent unauthorized data access, transmission, or exfiltration, including through telematics systems, mobile applications, over-the-air updates, or embedded vehicle connectivity systems. The Contractor shall disclose any known or suspected risks related to foreign access to sensitive data and shall cooperate with the Government in mitigating such risks.

C.23 REQUISITIONS WITH ADDITIONAL REQUIREMENTS (AREQs)

For vehicle orders requiring alterations to meet specific mission needs (AREQs), the following process applies: AREQs not already awarded under the contract are subject to the Supplier Sourcing and Catalog Branch (GSA Engineering) review for suitability. If approved by Engineering, the Contracting Officer provides final approval, ensuring alignment with the base contract scope. To ensure fair opportunity, approved AREQs are then submitted to all representative vendors for price quotations, regardless of the originally selected vendor in GSAFleet.gov. Quotations are returned to the agency for approval and funding confirmation. Upon confirmation of available funding, contracting personnel will finalize the order through GSAFleet.gov. AREQ options are closed two weeks prior to a vehicle's scheduled close-out date. 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 is ineligible for consideration under the AREQ process.

C.24 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 unforeseen 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.

C.25 OPTIONAL EQUIPMENT CODES FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (Offered on electric and plug-in hybrid electric models)

Offerors may include optional equipment codes for infrastructure capable of recharging vehicles that operate on electricity all or part of the time. Offerors shall furnish a price for all available optional equipment that will be offered for relevant models and/or configurations in GSAFleet.gov. Pricing on options will be evaluated for price reasonableness only.

L1W1 - Level 1 charging station (120V, max current 16A), wall-mounted, 1 port
L1W2 - Level 1 charging station, wall-mounted, 2 ports
L1P1 - Level 1 charging station, pedestal-mounted, 1 port
L1P2 - Level 1 charging station, pedestal-mounted, 2 ports
L2W1 - Level 2 charging station (208-240V, current 12A-80A), wall-mounted, 1 port
L2W2 - Level 2 charging station (208-240V, current 12A-80A), wall-mounted, 2 ports
L2P1 - Level 2 charging station (208-240V, current 12A-80A), pedestal-mounted, 1 port
L2P2 - Level 2 charging station (208-240V, current 12A-80A), pedestal-mounted, 2 ports
DC1* - DC Fast Charging, 1 Port (120-600V+)
DC2* - DC Fast Charging, 2 Ports (120-600V+)
EVSE** - Charging infrastructure solution that does not fall into any other option code
EVSEA^ - Adapter

Notes:
*Offeror must specify in submission which Fast Charging connector type comes with option (example: CCS, CHAdeMO, Tesla, etc.)
**Offeror must describe optional equipment offering in submission
^Offeror must specify which adapter type (example: CCS, CHAdeMO, Tesla, etc.) comes with option

Offerors shall submit commercial or fleet chargers (no home chargers). Customers may choose a quantity greater than one. If any of these options is selected, the offeror must offer a shipment date 30 days after order placement. Invoice will be created for the entire order (inclusive of vehicle(s) and this option) when the vehicle ships. Station will ship to CNS or if specified, dealer location.

C.26 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.27 SOURCE, 1ST ARTICLE INSPECTION & DESIGN REVIEWS

GSA reserves the right, in accordance with the FAR, to conduct or waive inspections of the Prime Contractor and/or subcontractors at any time during the period of performance. When practicable, GSA will provide no less than seven (7) calendar days advance notice prior to conducting an inspection.

The Contractor shall promptly notify the Contracting Officer, in writing, of any material changes to its supply chain, manufacturing processes, subcontracting arrangements, delivery network, or vehicle configuration that may impact performance of the contract terms and conditions or alter the basis upon which award was made. Such changes include, but are not limited to:

- Loss or replacement of small business subcontractors;
- Changes to upfit, modification, marshalling, or delivery locations;
- Changes to suppliers or subcontractors supporting vehicle production or modification;
- Changes to vehicle characteristics, components, or manufacturing origin;
- Changes to powertrain, driveline, propulsion systems, or semiconductor-dependent features;
- Changes to country of origin, where applicable; and
- Changes to standard or optional equipment or features, including but not limited to spare tires and tools, bedliners, seating configurations, safety systems, or technology packages.

The Contractor shall provide sufficient detail for the Government to assess whether the change impacts contract compliance, performance requirements, pricing, or the original award determination.

C.28 DAMAGE-IN-TRANSIT PROCEDURES

The following procedures govern the reporting, processing, and resolution of vehicles received with damage or missing equipment resulting from transportation between the supplier's facility and the Government delivery location. Such reports shall be referred to as Damage in Transit (DIT) claims.

Each Contractor shall designate and maintain a single point of contact (POC) for all DIT claim submissions, status updates, and inquiries. GSA will communicate exclusively with the designated DIT POC identified in the contract for each supplier. Contractors are strongly encouraged to utilize a shared mailbox or group distribution list to ensure continuity and timely responses.

All DIT-related correspondence shall be submitted electronically through Vehicle.Claims@gsa.gov or another Government-designated electronic system identified during the life of the contract. GSA reserves the right to modify reporting procedures, status report

formats, submission requirements, or system configurations as IT enhancements and process improvements are implemented throughout the contract period.

Consignees shall inspect vehicles immediately upon delivery and document all visible transportation damage, missing equipment, shortages, or discrepancies on the Bill of Lading (BOL) and/or delivery receipt at the time of acceptance. Transportation carriers shall provide sufficient time for inspection and annotation of damages or exceptions prior to completion of delivery.

Consignees shall submit completed DIT claims (See Attachments L1 and L2) within five (5) business days following vehicle receipt by submitting supporting documentation electronically to Vehicle.Claims@gsa.gov. In situations where no BOL/delivery receipt is provided, or when after-hours delivery occurs, GSA will provide preliminary notification to the supplier's DIT POC within two (2) business days of delivery indicating that a formal DIT claim will follow. Preliminary notifications may include the vehicle identification number (VIN), delivery date, consignee location, description of visible damage, and any known missing equipment.

Suppliers shall be responsible for all transportation, repair, replacement, administrative, and associated costs necessary to remedy DIT claims, including transportation of damaged vehicles to and from repair facilities. If the supplier fails to arrange transportation or corrective action within fourteen (14) calendar days of receipt of the claim, and GSA incurs costs to facilitate transportation or repairs, the supplier shall reimburse the Government through a contract price reduction or other appropriate financial remedy.

Suppliers shall provide written status updates for each open DIT claim every seven (7) calendar days until final resolution.

All DIT claims must be fully adjudicated by the supplier within thirty (30) calendar days of receipt of a completed claim package. Failure to resolve the claim within thirty (30) calendar days shall result in the assessment of applicable late delivery concession fees until the vehicle is fully repaired and returned to service, all missing equipment has been provided, or an approved replacement remedy has been completed.

In cases involving missing equipment, omitted options, incomplete vehicle orders, or transportation-related defects, late delivery concession fees shall begin immediately upon identification of the deficiency and continue until corrective action is completed.

At the Government's sole discretion, acceptable remedies may include:

- Repair of the vehicle at no cost to the Government;
- Monetary concession or price reduction to compensate for damage or diminished value;

- Replacement with a substantially similar in-stock vehicle with comparable characteristics and equipment; or
- Placement of a replacement factory order vehicle.

Regardless of the selected remedy, applicable late delivery concession fees may continue until the Government receives an acceptable vehicle that fully conforms to the delivery order requirements.

Suppliers shall remain responsible for all DIT-related corrective actions until the Government formally accepts the vehicle and closes the claim.

C.29 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 their designated representative.

C.30 ADDENDA TO THE SOLICITATION

The following attachments are included:

Attachment	Description
A	Proposal Checklist
B	SF1449
C	Offeror Response Document
D	Commercial Subcontracting Plan Template
E1	Technical Proposal Template
E2	Technical Exceptions Worksheet
F1	Federal Standards 122BS
F2	Federal Standards 307BF DRAFT
G01-G21	Law Enforcement Upfit Supplement to Federal Standards (LU options)
H	Schedule of Items
I	2027 Model Year Estimated Quantities
J	Dealers Layout
K1	Enhanced Vehicle Order Status Reporting
K2	Enhanced Vehicle Order Status Report Template
L1	DIT Claim Form Template (Leasing)
L2	DIT Claim Form Template (Purchasing)
M1	LU Option Individual Quote Worksheet
M2	LU Options Brand Name or Equal Worksheet
M3	LU Orders Status Reporting Template
N	Purchasing a Vehicle GSAFleet.gov User Guide
O	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. (MAR 2026)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, 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 items: [Contracting Officer check as appropriate.]

_x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Jun 2020) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

_x (4) 52.204-10, 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).

_x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

_x (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 (Mar 2020) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-3.

_x (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (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)).

_x (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

_x (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jun 2020) 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 (Mar 2020) (15 U.S.C. 637(a)(14)).

_x (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

_x (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2025) (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 (Mar 2020) (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 (Mar2020) (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 (Mar 2020) (15U.S.C. 637(a)(17)).

_x (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

_x (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2026) (E.O.13126).

_x (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_x (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

_x (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.

_x (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.

_x (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

_x (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_x (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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 (Oct 2015). (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.)

_x (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

_x (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025) (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 (Jun2014) 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.

_x (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 (Jun2016) (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 (Jan2021) (41 U.S.C. chapter 83).
__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 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.
_x (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_x (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (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 Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_x (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).
_x (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
_x (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
__ (iii) Alternate II (Feb 2006) of 52.247-64.

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

__ (1) 52.222-41, Service Contract 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 Under Executive Order 13658 (Nov 2020).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (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 (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).

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

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

(1) 52.203-19, 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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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. 3805note)).

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

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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. (Jun 2020) (31 U.S.C. 6101note).

☒ (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 (Mar 2020) (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 (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

__ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

__ (ii) Alternate I (Mar 2020).

__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 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 (Jun 2020) (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 (Jun 2020) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (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 (Mar 2020) (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 (Mar 2020) (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 (Mar 2020) (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 2020) (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

__ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (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 (Dec 2007) (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 (May 2014) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

☒ (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 (Jun 2008) (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. 2302 Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (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 (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

__ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (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) (29 U.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 Under Executive Order 13658 (Dec 2015).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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 (Jan 2019) (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 (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

Executive Order (EO) 14028, Improving the Nation's Cybersecurity

For each FIS developed, implemented, operated, or maintained on behalf of the Government, the Contractor shall use the following as advisory information:

NIST SP 800-39, Managing Information Security Risk
NIST SP 800-207, Zero Trust Architecture
NIST SP 800-160, Vol. 1, Systems Security Engineering
NIST SP 800-160, Vol. 2, Developing Cyber-Resilient Systems
NIST SP 800-30, Guide for Conducting Risk Assessments
NIST SP 800-63-3, Digital Identity Guidelines
NIST SP 800-92, Guide to Computer Security Log Management

COMMERCIAL WARRANTIES: To disclose to the Government any additional manufacturer's warranties (beyond the "bumper to bumper") Government requirement to include: (1) the duration of the warranty, (2) specific parts, components, sub-systems and systems covered by the warranty, (3) the processes and limitations of such warranty(s), (4) provide instructions to the Government on the process to file claims against the warranty, (5) to disclose all limitations, exceptions and exclusions of the warranty.

TECHNICAL SUPPORT/INFORMATION FOR VEHICLE MODIFICATIONS: To provide to the Government at the time of offer submission, and in the event of a contract award, to provide routine "as published" technical updates, online support and/or technical advisors during the period of performance of the contract, to disclose any limitations, restrictions and/or recommendations on whether aftermarket equipment or modifications to vehicles maybe performed.

EXPORT PROVISIONS: To disclose to the Government at the time of offer submission, and if a contract is awarded, to disclose to the Government at any time during the period of performance of the contract, ANY limitations or restrictions that limit the Government's ability to export products outside of the United States of America. This information is to include the processes for the Government to follow in order to file claims for vehicle recalls and warranty service claims.

Class Deviation 2025-04 and 2025-05

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include:

● FAR 52.222-25, Affirmative Action Compliance
● FAR 52.212-3(d) and (t), Offeror Representations and Certifications—Commercial Products and Commercial Services.
● FAR 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation

GSA will neither consider the representations when making award decisions nor enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM. As of February 15, 2025, FAR clauses and provisions covered under E.O. 11246, Equal Employment Opportunity, will no longer be enforced. Therefore, contractors and their subcontractors will not be held accountable for applying the FAR clauses or provisions outlined in FAR subpart 22.8 - Equal Employment Opportunity or the associated provisions and clauses prescribed at FAR 22.810 . In addition, contractors will no longer be required to comply with the System for Award Management (SAM) representation requirements based on these provisions and clauses. Examples include:

● FAR 52.222-25, Affirmative Action Compliance, and

● FAR 52.212-3(d), Offeror Representations and Certifications— Commercial Products and Commercial Services.

This notification does not affect:

● Any FAR subparts that are based on statute or are not covered by E.O. 11246 such as:

o FAR subparts 22.13, Equal Opportunity for Veterans and its related clauses and provisions; and
o FAR subpart 22.14, Employment of Workers and Disabilities;

● Existing U.S. laws on civil rights, nondiscrimination, or any laws that generally apply to a company regardless of whether it is a government contractor.
● FAR 52.222-21, Prohibition of Segregated Facilities
● FAR 52.222-22, Previous Contracts and Compliance Reports
● FAR 52.222-23, Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity for Construction
● FAR 52.222-24, Preaward On-Site Equal Opportunity Compliance Evaluation
● FAR 52.222-25, Affirmative Action Compliance
● FAR 52.222-26, Equal Opportunity
● FAR 52.222-27, Affirmative Action Compliance Requirements for Construction
● FAR 52.222-29, Notification of visa denial
● FAR 52.223-19, Compliance with Environmental Management Systems
● FAR 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation This modification REPLACES any version of the following clauses and provisions currently incorporated into the contract with the deviation versions below (text provided).
● FAR 52.204-8 Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)
● FAR 52.212-3 Offeror Representations and Certifications Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)
● FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)
● FAR 52.213-4 Terms and Conditions Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025) (DEVIATION FEB 2025)
● FAR 52.222-9, Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)
● FAR 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)
● FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)
● FAR 52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)
● FAR 52.223-23, Sustainable Products and Services (MAY 2024 (DEVIATION FEB 2025))
● FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)

52.222-90 Addressing DEI Discrimination by Federal Contractors

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

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 _____ through _____ [insert dates].

(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 (To be defined by contractor);

(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 (DEVIATION DATE)

(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, subject to additional shipment days for specific line items, optional equipment, or delivery options as awarded under the contract.

D.5 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a)"Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer-

(1)Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2)Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b)Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c)If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d)The cancellation charge will cover only-

(1)Costs-

(i)Incurred by the Contractor and/or subcontractor;

(ii)Reasonably necessary for performance of the contract; and

(iii)That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2)A reasonable profit or fee on the costs.

(e)The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date-

(1)Of notification of the nonavailability of funds; or

(2)Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f)The Contractor's claim may include-

(1)Reasonable nonrecurring costs (see subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2)Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3)Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4)Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g)The claim shall not include-

(1)Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2)Any cost already paid to the Contractor;

(3)Anticipated profit or unearned fee on the canceled work; or

(4)For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h)This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i)Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

D.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

D.7 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (DEVIATION DATE)

(a) Definition. As used in this clause–
"Ozone-depleting substance," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:
Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

D.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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 (Nov 2023)

☒ 52.204-4 [Reserved]

☒ 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 2023)

☒ 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Nov 2021) (Alternate IV) (Oct 2010)

☒ 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 to Small Business Subcontractors (Mar 2023)

☒ 52.233-1 Disputes (May 2014)(Alternate I – Dec 1991)

☒ 52.242-13 Bankruptcy (Jul 1995)

☒ 52.242-15 Stop-Work Order (Aug 1989)

☒ 52.243-1 Changes – Fixed Price (Aug 1987)

☒ 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)

☒ 52.247-68 Report of Shipment (REPSHIP) (Feb 2006)

☒ 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

☒ 52.249-8 Default (Fixed-Price Supply & Service) (Apr 1984)

D.9 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited from providing-

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

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

(c) Representation. The Offeror or Contractor represents that it ☐ will or ☐ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

D.10 552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

*****This clause is only applicable to vehicles which operate on emerging technology, Law Enforcement upfit optional equipment packages (which may be sought from all successful offerors as a post-award modification pursuant to Section C.29), or similar requirements with aftermarket applications as determined by the Contracting Officer. It is the Contracting Officer's discretion to waive this requirement.*****

(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 or they are permitted to locally produce the 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.11 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 $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.

D.12 F-FSS-200-B DELIVERY--F.O.B. DESTINATION (MAY 1991)

Prices offered must cover delivery f.o.b. destination (FAR 52.247-34) to locations in the continental United States (CONUS), or outside the continental United States (OCONUS) for which there is an established dealer delivery network (Alaska, Hawaii, Guam, Puerto Rico, for example). For export locations, f.o.b. destination is required to the domestic CONUS port of origin (please see Section C.8 - 1611 Export and OCONUS Delivery).

D.13 F-FSS-285 WAIVER OF DELIVERY SCHEDULE (APR 1984)

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) delay by the Government in terminating for default; (ii) acceptance of delinquent deliveries; and (iii) acceptance or approval of samples submitted either after default in delivery or in insufficient time for the Contractor to meet the delivery schedule.

(b) Any assistance rendered to the Contractor on this contract or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages, and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under subject contract.

D.14 F-FSS-290 DELIVERY HOURS (APR 1984)

Where prices are quoted and accepted on a destination basis, delivery shall be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excluded.

D.15 F-FSS-736-B EXPORT TRAFFIC RELEASE (SEP 1995)

Shipment of vehicles for export will not be accepted without a release (clearance). To obtain this clearance, the Contractor shall complete GSA Form 1611, "Application for Shipping Instructions and Notice of Availability," copies of which are available from:

GSA, Office of Fleet Management
Supplier Management and Compliance Division
Supplier Performance and Compliance Branch (FDDABA)
1800 F Street NW
Washington, DC 20405
(844) 472-1200

Thirty (30) 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 export 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 shall result in refusal of shipment until proper release is obtained. Distribution instructions are provided with the form.

D.16 G-FSS-914-B CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (SEP 1996)

(a) Electronic payment is the Government's required method of payment under this contract. Contractors shall be capable of accepting payments through the Government Purchase Card (G-Pay) program, where applicable, and shall be registered in the Invoice Processing Platform (IPP) for the submission and receipt of invoices and payments, as directed by the Government.

Contractors shall maintain current and accurate Electronic Funds Transfer (EFT) information within the System for Award Management (SAM) throughout the life of the contract. Payments will be made via EFT to the financial institution identified in SAM unless otherwise authorized by the Government.

PAYMENT ADDRESS:

_____

_____

_____

(b) All offerors are cautioned that if the payment address shown on an invoice differs from that shown above, the address above will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

D.17 I-FSS-100-A SCOPE OF CONTRACT (OCT 1997)

(a) This contract provides for the General Services Administration (GSA) normal supply requirements as identified herein during the period specified elsewhere in this solicitation. GSA is obligated to purchase such quantities as may be needed from time to time to fill any requirements determined in accordance with currently applicable procurement regulations and supply procedures, except in the following circumstances:

(1) In cases of urgent requirements.

(2) As may be otherwise provided herein.

(b) Except as otherwise provided herein, the Contractor is obligated to deliver all such quantities as may be so ordered from time to time. As to estimates, note the following: The quantities shown herein as estimated requirements are based upon information made available to GSA. However, since such estimates are being furnished to the offeror solely for general informational purposes, no guarantee is given that any quantities will be purchased, but assurance is accorded that such bona fide needs as may arise will be obtained subject to any provisions set forth elsewhere in this contract.

D.18 I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period in the quantities specified in Attachment I – 2027 Model Year Estimated Quantities.

D.19 I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

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.

D.20 K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail address of the authorized negotiators.)

D.21 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.

SECTION E – SOLICITATION PROVISIONS

E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)

(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.2 52.215-6 PLACE OF PERFORMANCE (NOV 2025)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, □ 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.3 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2025) (ALTERNATE IV – NOV 2025)

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

(b) Provide data described below: [*Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.4.*]

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025)

The Government contemplates award of a _____ [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

E.5 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.6 52.233-2 SERVICE OF PROTEST (MAR 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

E.7 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 (Jul 2016)

☒ 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 Items (Jun 2020)

☒ 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)

E.8 552.216-73 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.

E.9 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.

SECTION F – INSTRUCTIONS TO OFFERORS

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

Offerors completing GSAFleet.gov data entry 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 GSAFleet.gov must be reflected in a Technical Exception requested during bid entry in GSAFleet.gov.

Offerors are instructed to complete the following fields in GSAFleet.gov:

- Unit price
- Miles per gallon (MPG), where applicable
- Carbon Dioxide Grams Per Mile (GPM), where applicable
- Net invoice price (for base vehicle *as equipped*)
- Net Manufacturer's Suggested Retail Price (MSRP) (for base vehicle *as equipped*)
- Additional Systems and Equipment (AS&E) pricing, as applicable (see Section B.3)
- Assembly point (***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
- 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 GSAFleet.gov 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" GSAFleet.gov tab for this information.

Offerors are only required to provide MPG and GPM for vehicles up to 8500lbs 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 with a copy to Gordon Scott at gordon.scott@gsa.gov no later than **July 13, 2026, at 5:00pm Eastern**. Responses to all questions will be posted on www.SAM.gov.

(c) The Federal Acquisition Regulation (FAR) and Revolutionary FAR Overhaul (RFO) are frequently referenced in this solicitation; it can be accessed on the Internet at https://www.acquisition.gov/.

(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/browse/index/gsam.

(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. Offerors are encouraged to register to receive notification from SAM.gov of changes to this solicitation as information will only be posted electronically. The solicitation and related notices can be accessed at the following URL:

[to be added when SAM.gov posting is live]

(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) In accordance with Federal Vehicle Standards 122BS and 307BF, offerors must comply with the statutory price limitation.

(h) Offerors' pricing must remain firm for at least 120 calendar days after submittal. Paragraph (b) 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) Offerors must submit their proposal documents in soft copy electronic version (.zip files containing electronic proposal documents) by the due date listed in the solicitation. **The file size limitation for electronic submissions is 25MB (megabytes) per email. GSA's email service cannot accept inbound messages exceeding 25MB.**

ELECTRONIC COPIES OF PROPOSALS MUST BE RECEIVED BY **3:00pm Eastern on Tuesday, July 21, 2026**, AT THE FOLLOWING ADDRESS:

gordon.scott@gsa.gov with a carbon copy to ontheroad@gsa.gov

Pricing must also be submitted via GSAFleet.gov no later than **3:00pm Eastern on Tuesday, July 21, 2026**.

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. **Offerors are notified that the file size of each individual email constituting their proposal must not exceed 25MB. All Volumes 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. **Proposal documents should not be submitted individually. The file size limitation for electronic submissions is 25MB (megabytes) per email.**

(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 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 suitableness 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; and Volume 3 – Price Proposal. **Each proposal should be submitted with a separate .zip file for each Volume labeled precisely as:**

1) "Volume 1 – Administrative Requirements – *insert Offeror*"
"V1, Proposal Checklist – *insert Offeror"*
"V1, Tab A – SF1449 – *insert Offeror"*
"V1, Tab B – Vendor Response Document – *insert Offeror"*
"V1, Tab C – Financials – *insert Offeror"*
"V1, Tab D – SAM information – *insert Offeror"*
"V1, Tab E – VETS-4212 – *insert Offeror"*
"V1, Tab F – SubK Plan – *insert Offeror"*
"V1, Tab G – Letter of Supply – *insert Offeror"*
"V1, Tab H – Dealers Layout – *insert Offeror"*
"V1, Tab I – Projects – *insert Offeror"*
2) "Volume 2 – Technical Proposal – *insert Offeror*"
"V2, Tab A – Technical/Management Approach – *insert Offeror"*
3) "Volume 3 – Price Proposal – *insert Offeror*"
"V3, Tab A – GSAFleet.gov Printout – *insert Offeror"*
*4) "Volume 4 – LU Options Submission – insert Offeror"**(ONLY APPLICABLE IF OFFERING LU OPTIONS)***
"LU Factor 1, Tab A – LU Options Technical Approach – insert Offeror"
"LU Factor 1, Tab B – LU Option Individual Worksheets – insert Offeror"
"LU Factor 1, Tab C – LU Options Completed Purchase Descriptions – insert Offeror"
"LU Factor 1, Tab D – LU Options TEW – insert Offeror"
"LU Factor 1, Tab E – LU Options Brand Name or Equal – 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 GSAFleet.gov 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. **The file size limitation for electronic submissions is 25MB (megabytes) per email. GSA's email service cannot accept inbound messages exceeding 25MB.**

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.

- TAB B – Offeror Response Document (Attachment C)

  Submit the Vendor 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 2020, 2019, and 2018. 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 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). 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 – VETS-4212

- TAB F – SubK Plan

  Large business concerns are advised of the requirement to submit a Small Business Subcontracting Plan (see provision 48 CFR 52.219-9, Section D.1). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resultant from this solicitation. A sample outline that may be used in preparing a subcontracting plan is included under Attachment D to this solicitation.

  With regard to FAR 52.219-9 requirements, the following are the statutory targets or goals which offerors should consider and strive to attain when allocating subcontracting effort. It should be noted that these are not mandatory and each

offeror's subcontracting goals will vary based upon: (1) its approach in satisfying solicitation requirements; and (2) the available subcontracting opportunities allowed for in the offeror's approach.

FY2026 GSA SUBCONTRACTING GOALS

To all Small Businesses	24%
(includes Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, HUBZone Small, and Service-Disabled Veteran-Owned Small, and Other Small Business Concerns)	
To Small Disadvantaged Businesses	5%
To Women-Owned Small Businesses	5%
To HUBZone Small Businesses	5%
To Service-Disabled Veteran-Owned Small Businesses	3%

- TAB G – Letter of Supply

  If other than the manufacturer, the Offeror must submit with its proposal a letter of commitment from both the vehicle manufacturer and any proposed Law Enforcement (LU) upfitter(s), demonstrating the Offeror's ability to maintain a sufficient and uninterrupted source of supply and upfit support necessary to satisfy Government requirements for the entire duration of the contract period. The letter(s) shall confirm the availability of vehicles, equipment, production capacity, and upfitting services necessary to support contract performance.

- TAB H – Dealers Layout

  Standard delivery is to a dealership located within the vicinity of the ordering agency. Offerors should provide a list of participating courtesy dealerships that will be used for customer deliveries. The courtesy dealership list will be provided to the ordering agencies. If the ordering agency does not select a specific dealership for courtesy delivery, the vendor will select a dealership based on the zip code in the customer's delivery address. The courtesy dealership listing must be provided in an excel spreadsheet using the following layout. The dealers listing will be uploaded in GSAFleet.gov to allow for selection of available dealerships.

  NOTE: A sample Dealers Layout form is attached for the Offeror's reference as Attachment J.

- TAB I – 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 47QMCA26R0038. 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, and 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 exercising of an available option or 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 it 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 E1 to provide the technical proposal.

- TAB A – Technical Proposal

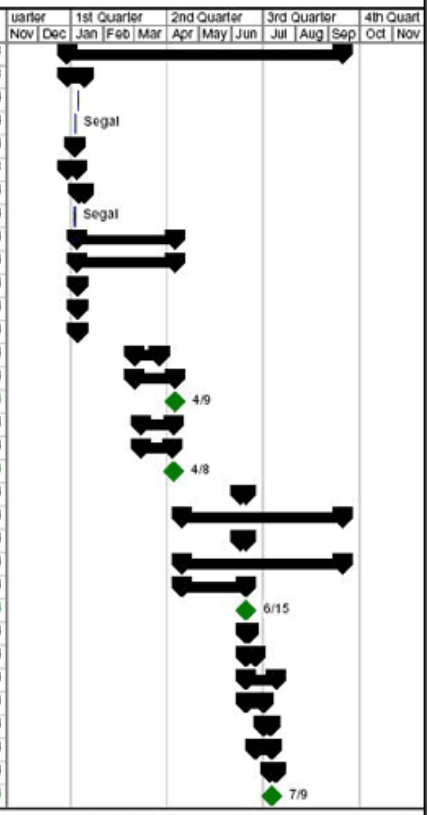
  Technical Approach (Factor 1 – Maximum of 20 pages)

  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: the 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):*

Client Name
Vendor Selection
Project Plan

ID		Task Name	Duration	Start
1	✓	Technology Acquisition	181 days?	Mon 12/29/03
2	✓	Phase 0 - Project Prep	12 days?	Mon 12/29/03
3	✓	Open Project and assign staff	1 hr	Thu 1/8/04
4	✓	Arrange Travel (if necessary)	0.5 hrs	Tue 1/6/04
5	✓	Client & Project Background	0.25 days	Mon 1/5/04
9	✓	Kick-off Meeting Agenda & Logistics	7 days?	Mon 12/29/03
19	✓	Project Plan	3 days	Fri 1/9/04
22	✓	Assemble Interview Outlines	2 hrs	Mon 1/5/04
23	✓	Phase I - Discovery	64 days?	Wed 1/7/04
24	✓	Data Gathering	64 days?	Wed 1/7/04
25	✓	Organizational Review	1 day?	Wed 1/7/04
29	✓	Strategic Orientation	1 day?	Wed 1/7/04
34	✓	Cost Analysis - Baseline Determination	1 day?	Wed 1/7/04
37	✓	Interviews - Requirements Gathering	17.13 days	Tue 3/2/04
55	✓	Process Review	28 days	Tue 3/2/04
63	✓	Discovery Completed	0 days	Fri 4/9/04
64	✓	Phase II - Current & Future State Assessment	23 days	Mon 3/8/04
65	✓	Interview Write-Ups	22 days	Mon 3/8/04
71	✓	Decision to Proceed with Vendor/Technology Selection	0 days	Thu 4/8/04
72	✓	Phase IIb - Current & Future State Assessment	3.25 days	Thu 6/10/04
80	✓	Phase III - Vendor/Technology/Service Selection	105 days	Fri 4/16/04
81	✓	Reduction	3.88 days	Thu 6/10/04
88	✓	RFP - Issuance & Response Management	105 days	Fri 4/16/04
89	✓	Create / Tailor RFP Details	41.5 days	Fri 4/16/04
98	✓	RFP Issued	0 days	Tue 6/15/04
99	✓	Process RFP Requirements	3.25 days	Tue 6/15/04
102	✓	Establish Evaluation Guidelines	6.75 days	Tue 6/15/04
105	✓	RFP Responses	19.88 days	Tue 6/15/04
106	✓	Collect	13 days	Tue 6/15/04
110	✓	Distribute	3 days	Fri 7/2/04
112	✓	Evaluate	10.5 days	Thu 6/24/04
116	✓	Summarize	3.15 days	Thu 7/8/04
119	✓	RFP Analysis Completed	0 days	Fri 7/9/04



Date Printed: Tue 9/28/04 Page 1 Copyright © 2004 by The Segal Group, Inc., the parent of The Segal Company

Management Approach (Factor 2 – Maximum of 15 pages)

The Offeror shall describe its management approach in narrative format. At a minimum, the Offeror shall describe the quality assurance procedures and management controls that will be utilized to ensure compliance with all solicitation requirements, including oversight of order processing, vehicle production, required certifications and documentation, shipment scheduling, transportation coordination, and timely delivery of vehicles throughout CONUS.

The Offeror shall also describe its approach for managing suppliers, manufacturers, transportation providers, and courtesy delivery dealerships, including procedures for ensuring vehicle availability accuracy, timely corrective action resolution, compliance with pre-delivery inspection (PDI) requirements, and administration of standard and extended warranty services. The narrative shall specifically address how the Offeror will oversee dealership delivery operations, customer communication, escalation procedures, and warranty support throughout the vehicle lifecycle.

Additionally, the Offeror shall identify and describe all warranties available for each vehicle model proposed to GSA that extend beyond the standard bumper-to-bumper warranty period. Such warranties may include, but are not limited to,

emissions and fuel systems warranties, propulsion battery warranties (including hybrid, plug-in hybrid, electric vehicle propulsion systems, and standard onboard batteries), corrosion warranties, safety system warranties, tire warranties, and powertrain warranties. GSA will provide the Contractor with the designated electronic delivery address for submission of warranty information within one hundred twenty (120) calendar days following contract award.

- TAB B – Exceptions to Federal Vehicle Standards 122BS and/or 307BF

  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 during GSAFleet.gov bid submission. 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 GSAFleet.gov.

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 – GSAFleet.gov Printout

  GSAFleet.gov – Offerors are required to submit their pricing information for the base contract period in GSA's GSAFleet.gov system. Prospective offerors are required to obtain a username and password for GSA's secure online proposal application (GSAFleet.gov). Username and password may be obtained by submitting the solicitation number, company's name, DUNS number, address, business size, user's name, telephone number, fax, email, and proposed makes and models to gordon.scott@gsa.gov. Account information will be provided within ten (10) business days of request. All offerors are required to input their proposed prices into GSAFleet.gov by **3:00pm Eastern Tuesday, July 21, 2026**. Also, an offeror's GSAFleet.gov printout should be saved as a .pdf document and submitted as Volume 3. **GSAFleet.gov printouts should be created using the "GSAFleet.gov Print All – Final" function, instead of just the "GSAFleet.gov Checklist Report".**

(d) VOLUME 4 – LU OPTIONS SUBMISSION ***(required only from those offerors submitting LU options per Attachments G01-G21)***

LU FACTOR 1 – LU Options Proposal

- TAB A – LU Options Technical Approach (not to exceed 5 pages total) – Offerors offering LU options must provide the following written Technical Approach, Management and Quality Control Plan, and Relevant Experience of Upfitter:

  1) Technical Approach – The Offeror must provide a summary written approach for how it proposes to satisfy the specified requirements. The summary approach must include the following components:

  -*Understanding of Technical Requirements* – The Offeror's proposal must demonstrate a clear understanding of the specified requirements. This may include the upfitter's itemized configuration (bill of material) with itemized pricing.
  -*Feasibility and Completeness of Approach* – The Offeror's proposal must demonstrate its ability to produce high quality documentation, change control procedures, and production and testing capabilities. The Offeror must describe warranty support for the complete vehicle including its customer service access and method of processing warranty claims.

  -*Technical Approach for Production and Scheduling* – The Offeror's proposal must demonstrate how it will meet proposed timelines (production/upfit time). The Offeror must provide projected delivery times that clearly outline its minimum, maximum, and optimal production capacity to deliver estimated quantities. All proposed upfitter locations must be clearly identified in the Offeror's proposal.

  2) Management and Quality Control Plan – The Offeror's proposal must demonstrate how the quality of the work will be managed and controlled to satisfy the specified requirements. In addition, the proposal must demonstrate quality control procedures in place to meet the required consistency in configuration across the fleet. Offerors may submit the upfitter's quality assurance certifications.

  3) Relevant Experience of Upfitter – The Offeror's proposal must contain information demonstrating the relevance of its experience as it relates to the knowledge of providing and/or producing modified commercial vehicles. The Offeror must provide specific examples of producing or providing like systems on projects with similar complexity, to include configuration management processes. The Offeror may submit detailed literature, photos, and other illustrative materials of similar vehicles manufactured, for reference only.

- TAB B – LU Option Individual Worksheets (one required for each LU option)

The Offeror must complete the LU Option Individual Worksheet (see Attachment M1) for each offered LU Option. This worksheet must specify overall option price, changes to shipment time, and individual component pricing for both factory and upfit content as required by the individual LU option purchase descriptions. Upfitter content price breakdown is preferred on a unique tab within each LU option worksheet, but may be submitted as a separate file if necessary.

Any deviations to the GSA technical requirements must be clearly identified on each LU Option Individual Quote Worksheet (see Attachment M1).

- TAB C – LU Options Completed Purchase Descriptions (PDs)

Interested offerors should review and complete the fillable sections of Attachments G01 through G21 "Law Enforcement Upfit Supplement to Federal Standards (LU options)" by correcting or providing data for all fillable fields (data in applicable columns for OEM option codes; brand name, or equal, equipment manufacturer & models, etc.) as indicated. The Offeror must submit one completed Purchase Description for each LU option offered, in native MS Word format <u>with track changes enabled</u>.

- TAB D – LU Options Technical Exceptions Worksheet (TEW) for Purchase Descriptions (PDs)

Any deviations to the GSA technical requirements must be clearly identified on each LU Option Individual Quote Worksheet (Attachment M1) and reflected in GSAFleet.gov.

- TAB E – LU Options Brand Name or Equal Worksheet

Offerors offering other than brand name items identified in the requirements, when an "or equal" may be acceptable, must furnish with their offers all technical data information, product descriptions, etc. to ensure that a determination may be made as to the equality of the product(s) offered (see 52.211-6 Brand Name or Equal). The Offeror must submit one (1) LU Options Brand Name or Equal Worksheet (see Attachment M2) including all LU options offered.

(e) ELECTRONIC SUBMISSION

Hard copy proposals will not be accepted. One (1) version of an electronic copy of Volumes 1, 2, and 3 must be submitted to the email addresses provided as a .zip file using Microsoft Office 2010 or Adobe Acrobat 9.4 or later. Volume 3 will be the electronic copy of the offeror's proposed pricing printout from GSAFleet.gov. **The file size limitation for electronic submissions is 25MB (megabytes) per email. GSA's email service cannot accept inbound messages exceeding 25MB.**

F.2 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.

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 otherwise determined responsible and eligible for award. The significant non-cost evaluation factor is Technical 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 PERFORMANCE CAPABILITY– The Government will evaluate the information provided for this factor to determine if the offeror demonstrates the ability to meet the delivery and performance requirements of this solicitation, ensure compliance with all solicitation requirements through robust quality assurance processes, and effectively administer warranty obligations

FACTOR 2: PAST PERFORMANCE- The Government will evaluate the recency, relevancy, and quality of the offeror's past performance to determine if the offeror has a record of successful performance demonstrating the ability to perform the requirements of this solicitation. This factor will be rated as either "Acceptable" or "Unacceptable."

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 evaluation. 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.

The following evaluation factor will only apply to offerors that submit LU options. The technical evaluation for this factor will be limited only to the acceptability of the LU options, and does not impact the overall offeror ratings from Factors 1-2 for the base vehicle. An offeror may be deemed unacceptable on this Factor and still be eligible for award on the base vehicle:

LU FACTOR 1: LU OPTIONS (only applicable if offeror submits LU options) – The Government will evaluate the information provided for this factor to determine if the offeror demonstrates it has the technical capability to perform the upfit work required by the LU purchase descriptions, whether it can effectively manage the LU upfit process, and whether the

selected upfitter has the relevant experience to perform the work prescribed by the LU purchase descriptions.

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, and Table 3 will only be applicable to offerors submitting LU options and will be used to assign a rating to LU Factor 1. 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)	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: a) Process for ensuring compliance with prescribed technical specifications; AND b) Process for vehicle shipment which reflects a clear understanding of the Federal Standards and all other solicitation requirements, AND c) Ability to comply with consignee delivery on a CONUS scope, AND d) Ability to comply with standard dealer delivery on a CONUS scope, AND e) Project Plan identifying the following: 1) Planned production completion timeline, 2) Planned inspection, 3) Shipment timeline, AND f) No unapproved exceptions taken to the Federal Standards.
UNACCEPTABLE (U)	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 any one of the minimum acceptable elements will render the entire factor unacceptable.

TABLE 2 – LU Factor 1 – LU Options Proposal

ACCEPTABLE (A)	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:

	a) The Technical Approach provided demonstrates: 1) A clear understanding of the technical requirements, 2) A feasible and complete approach to completing the required work, including high quality documentation, change control procedures, production and testing capabilities, and warranty support for the completed vehicle, and 3) A production and scheduling strategy which will meet proposed timelines, provides optimal production capacity, and identifies all proposed upfitter locations, AND b) The Management and Quality Control Plan demonstrates: 1) The ability to successfully manage and control the specified requirements, and 2) The offeror has adequate quality control procedures in place to meet the required consistency in configuration across the fleet, AND c) The Relevant Experience of Upfitter demonstrates: 1) The upfitter has relevant experience as it relates to the knowledge of providing and/or producing modified commercial vehicles, and 2) The specific examples provided reflect similar complexity to the Government's requirements, including the configuration management process.
UNACCEPTABLE (U)	Failure to demonstrate the minimum acceptability standards under this factor will result in an "UNACCEPTABLE" rating and possible elimination from further consideration for award of the LU options. Failure to demonstrate any one of the minimum acceptable elements will render the entire factor unacceptable. However, an unacceptable rating for this factor will only apply to the LU options portion of the offer and will NOT affect the overall offer evaluation. An offeror may be deemed Unacceptable for LU Factor 1 and still be deemed Technically Acceptable for award on the base vehicle.

G.3 OPEN SEASON PROPOSAL EVALUATION METHOD

In accordance with Section C.22 of this solicitation, all line items and new models submitted by existing contractors during open season periods are subject to a technical evaluation by the GSA Engineering Branch to determine vehicle acceptability under the Federal Vehicle Standards. Vehicles submitted under open season proposals must meet or exceed the minimum requirements for the applicable SIN or have an approved technical exception from GSA Engineering.

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 and new contractors, 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 GSAFleet.gov website. GSAFleet.gov 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 GSAFleet.gov per the information provided (see Attachment N – Purchasing a Vehicle GSAFleet.gov User Guide). When ordering through GSAFleet.gov, customers will make award decisions based on a best value basis. Customers may consider one or more of the following:

Price
Business Size
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 requisitions via GSAFleet.gov 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 GSAFleet.gov is available throughout 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, or was solicited but not bid by the offeror, will not be considered under the AREQ process. **Approved AREQs are submitted to each representative vendor for a price quotation, regardless of the original vendor selected in** GSAFleet.gov**.** The quotation(s) is/are referred back to the agency for their approval and order placement.

Customer agencies are able to place requisitions in GSAFleet.gov up until 3:00pm ET on the day of the model closeout, as provided to GSA by the vendors and communicated to customer agencies via the Vehicle Availability Listing (VAL). The VAL dates are updated when the vendors 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 will work with contracting staff, customer agencies, and vendors to correct the problems expeditiously. Customers are required to contact GSA for requested changes to their requisitions. If vendors 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.