Embassy of the United States of America

Lima, Peru

Lima, August 11, 2026

To: Prospective Quoters

Subject: RFQ - 19PE5026Q0050 - NAMRU SOUTH - replacement of two minivans

Enclosed is a Request for Quotations (RFQ) for NAMRU SOUTH - replacement of two minivans. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

Section 1 - Standard Form SF-1449
Section 2 - Description and Specifications
Section 3 - Solicitation Provisions & Instructions to Offerors
Section 4 – Evaluation Factors
Section 5 - FAR Clauses, Certifications and Other Statements of Offerors.

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable quotation at the lowest price, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. The U.S. Government may cancel this RFQ or any part of it.

For a proposal to be considered, you must complete and submit the following:

Section 1 – Standard Form SF-1449 in which the SF-1449 cover page (blocks 12, 17a, 19-24, and 30a, 30b, and 30c) have been filled out and continuation sheet (Pricing as detailed).
Section 3 – Provide information as requested under this Section.
Section 5 – Complete Section 5 -FAR Clauses, Representations and Certifications and Other Statements of Offerors. (Include proof of SAM Registration or NCAGE and TIN/RUC numbers).

In accordance with FAR 52.204-90 Offerors Identification, any offeror that does not have an active registration in the System for Award Management (SAM) at the time of proposal submission must complete paragraph c and d of this Provision and include the completed information with this offer. The offeror is required to obtain and provide an NCAGE code and proved documentation demonstrating that these identifiers have been issued.

Your quotation must be submitted electronically to Patrick McElroy at mcelroyph@state.gov and copy to Mr. Alfredo Broggi at broggia1@state.gov on or before 1100 hrs. August 26, 2026 (local date and time) No quotations will be accepted after this date and time. Proposals must be in English and incomplete proposals will not be considered for evaluation. It is important to make sure the submission is made in specific size and format, in MSWord 2007 /2010 or MS-Excel 2007 / 2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

Sincerely,

McElroy, Patrick (McElroyPH@state.gov)
08/11/2026 13:34 GMT

Patrick McElroy
Contracting Officer

Enclosure

As Stated.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR15970875

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			19PE5026Q0050	08/11/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Alfredo Broggi	+51 1 6182739	08/26/2026 / 11:00hrs

9. ISSUED BY — CODE PE500

AMERICAN EMBASSY LIMA
Av. Lima Polo cdra 2 s/n, Monterrico, Surco, ATTN: GSO/Procurement
Lima
PERU

10. THIS ACQUISITION IS [x] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] EDWOSB
[ ] EMERGING SMALL BUSINESS
[ ] 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[x] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

Delivery location:
NAMRU SOUTH
Centro Médico Naval Cirujano Mayor
Santiago Tavara
Av. Venezuela Cdra. 36 s/n
Bellavista – Callao
Peru

16. ADMINISTERED BY — CODE

AMERICAN EMBASSY LIMA
Av. Lima Polo cdra 2 s/n, Monterrico, Surco, ATTN: GSO/Procurement
Lima
PERU

17a. CONTRACTOR/ OFFERER — CODE — FACILITY CODE

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

AMERICAN EMBASSY LIMA
AV. Lima Polo cdra 1 s/n Monterrico-Surco, ATTN: FMO / DBO
Lima 33
PERU

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Minivans as per technical specifications detailed in next page.	02	EA		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. [ ] ARE [ ] ARE NOT ATTACHED

[x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _01_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Brand origin: US, Japan, Germany (preferred) Vehicle Type: Minivan (High Roof style) Model Year: 2026 (Vehicles must be brand new and currently in-stock in Peru) Exterior color: Silver (or standard manufacturer equivalent) Drive configuration: Left-hand drive (LHD). Transmission system: MT/AT Warranty: Minimum 5 years or 150,000 km warranty (Preferred) Seating Capacity: 15 passengers per vehicle. Larger bus configurations exceeding 16 passengers will not meet the operational requirement for navigating narrow residential streets. Seat Material: Heavy-duty leather (for ease of daily cleaning and sanitization). Seat belts: must be installed on all passenger seats and the driver's seat. Air conditioning / heater: Dual-zone climate control (driver/passenger front and independent rear passenger compartment controls). Brakes: ABS – Anti-lock braking system. Motor: 2.7L (preferred) Vehicle dimensions: L: 5,915mm±5cm, W: 1,950mm±5cm (preferred) Fuel type: Diesel Steering & mirrors: Power steering & power mirrors. Safety features: Airbags for multi-zone driver + passenger. Window tinting & safety: Shatter-resistant (anti-smash) security film with the darkest tint level allowable under Peruvian law (Critical Force Protection/ OPSEC requirement to prevent external pattern-of-life observation). Cameras & sensors: Rear view camera with an in-dash display and audible backup parking sensors. USB plugs & electrical: USB accessory plugs installed. Rust proofing: Manufacturer standard undercoating. Electrical & audio: Manufacturer standard radio and speakers. Floor mats: Both from and rear passenger areas. Technical publications: One (1) set of operator manuals per vehicle (in English). One (1) set of technical (shop repair) manuals and spares catalog to be furnished by contractor at time of vehicle delivery. On-road registration: Complete on-road registration included. infotainment system: touchscreen display with Bluetooth connectivity. Vendor must have a local authorized Maintenance and repair service center located within 30 km of the NAMRU SOUTH Centro Médico Naval Cirujano Mayor Santiago Tavara Av. Venezuela Cdra. 36 s/n Bellavista – Callao The vendor shall be responsible for the vehicle's registration before SUNARP, as well as the provision of the Peruvian license plates and the Vehicle Ownership Card. Pricing shall include direct and indirect costs, overhead, general and Administrative expenses, profit, shipping, insurance, and taxes. Proof of SAM Registration or NCAGE and TIN codes Payment Terms: Net 30 days, upon satisfactory receipt of goods and receipt of an accurate invoice. All quotes must be valid for 30 days from the closing date for this solicitation. Delivery time : 30 days after received order (ARO) Delivery address: NAMRU SOUTH Centro Médico Naval Cirujano Mayor Santiago Tavara Av. Venezuela Cdra. 36 s/n Bellavista – Callao .				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY

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

STANDARD FORM 1449 (REV. 2/2012) BACK

Section 2 - Specifications

VEHICLE SPECIFICATIONS FOR (2) MINIVANS FOR U.S MISSION

LIMA, PERU – NAMRU SOUTH

1. **Introduction** This Specification outlines the comprehensive requirements for the acquisition of two (2) minivans for The United States Government (USG) / NAMRU SOUTH. The vehicles will serve a critical role in the daily domicile-to-duty transit of active-duty staff, ensuring efficient, secure, and reliable transportation. The selected vehicles must meet stringent standards of safety, force protection (OPSEC), performance, and passenger comfort to facilitate the demanding needs of high-frequency city transit.

2. **Scope of Work** The contractor shall provide two (2) vehicles that adhere to the following detailed specifications, ensuring they meet the highest standards of quality and functionality required by The United States Government (USG).

3. **Vehicle Specifications**

   - Vehicle Type: Minivan (High Roof style)
   - Quantity: Two (2) units
   - Brand origin: US, Japan, Germany (preferred)
   - Model Year: 2026 (Vehicles must be brand new and currently in-stock in Peru)
   - Exterior color: Silver (or standard manufacturer equivalent)
   - Drive configuration: Left-hand drive (LHD). Steering column must be on the left side.
   - Transmission system: MT or AT
   - Warranty: Minimum 5 years or 150,000 km warranty (preferred)

4. Detailed Technical & Safety requirements:

   - Seating Capacity: 15 passengers per vehicle. Larger bus configurations exceeding 16 passengers will not meet the operational requirement for navigating narrow residential streets.

   - Seat Material: Heavy-duty leather (for ease of daily cleaning and sanitization).

   - Seat belts: must be installed on all passenger seats and the driver's seat.

   - Air conditioning / heater: Dual-zone climate control (driver/passenger front and independent rear passenger compartment controls).

   - Brakes: ABS – Anti-lock braking system.

   - Motor: 2.7L (preferred)

- Vehicle dimensions: L: 5,915mm±5cm, W: 1,950mm±5cm (preferred)
- Fuel type: Diesel
- Steering & mirrors: Power steering & power mirrors.
- Safety features: Airbags for multi-zone driver + passenger.
- Window tinting & safety: Shatter-resistant (anti-smash) security film with the darkest tint level allowable under Peruvian law (Critical Force Protection/OPSEC requirement to prevent external pattern-of-life observation).
- Cameras & sensors: Rearview camera with an in-dash display and audible backup parking sensors.
- USB plugs & electrical: USB accessory plugs installed.
- Rust proofing: Manufacturer standard undercoating.
- Electrical & audio: Manufacturer standard radio and speakers.
- Floor mats: Both from and rear passenger areas.
- Technical publications: One (1) set of operator manuals per vehicle (in English). One (1) set of technical (shop repair) manuals and spare parts catalog to be furnished by contractor at time of vehicle delivery.
- On-road registration: Complete on-road registration included.

5. Additional Features:

   Infotainment system: touchscreen display with Bluetooth connectivity.

6. Delivery requirements:

   Delivery location:
   NAMRU SOUTH
   Centro Médico Naval Cirujano Mayor Santiago Tavara

   Atención: Departamento de Compras

   Av. Venezuela Cdra. 36 s/n

   Bellavista – Callao

   Delivery timeframe: Fastest option: within 30 days from the date of contract

award (purchase of in-stock vehicles already in Peru).

Justification: NAMRU SOUTH must successfully obligate current fiscal year (FY26) funds before approaching GSO deadlines; therefore, the 9-12 month lead time of a tax-free factory order is unacceptable.

7. Required documentation (upon delivery): The contractor shall provide a complete documentation package immediately upon vehicle delivery:

   - Owner's manual (fully rendered in English)
   - Manufacturer Warranty information and registration cards
   - Recommended Preventive Maintenance Schedule
   - Official Peruvian Registration and Title documents

8. Dealer & service requirements

   Local purchase requirement: Local purchase is strictly required to ensure immediate availability of manufacturer warranty coverage, OEM replacement parts, and local authorized servicing capabilities in Lima without operational delays.

   Service center location: Must be located within 30km of the NAMRU SOUTH facilities located at Av. Venezuela Cuadra 36, s/n, Bellavista, Callao.

   Parts & support availability: The dealer must guarantee the immediate availability of in-country spare parts, service, and warranty support.

9. Vehicle registration & compliance

   Registration coordination: The contractor is fully responsible for coordinating all on-road costs, which includes Peruvian vehicle registration.

   Safety standards: The vehicle must meet all Peruvian safety standards as per Motor Vehicle Regulations 1989.

10. Final Notes & contractual terms

    SUNARP Registration: The vendor shall be responsible for the vehicle's registration before SUNARP, as well as the provision of the license plates and the Vehicle Ownership card.

    Pricing inclusions: Pricing shall include direct and indirect costs, overhead, general and administrative expenses, profit, shipping, insurance, and taxes.

    Payment terms: Net 30 days, upon satisfactory receipt of goods and receipt of an accurate invoice.

Invoice should be mailed to the following address: usn.lima-emb.namru-south.list.billing-receipt-group@health.mil

Quote validity: All quotes must be valid for 30 days from the closing date for this solicitation.

Delivery time: 30 days after receiving order (ARO).

Section 3

Solicitation Provisions & Instructions to Offerors

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (DEVIATION – JAN 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(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.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24 and 30A,

30B, 30c as appropriate.

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

(1) Primary Point of Contact (or another liaison to the U.S. Embassy Lima) who

understands written and spoken English.

(2) List of clients over the past 5 years, demonstrating prior experience with previous contracts involving the sale and/or delivery of comparable commercial passenger vehicles (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Peru, then the offeror shall provide its international experience.

Offerors are advised that the past performance information requested above may be

discussed with the client's contact person. In addition, the client's contact person

may be asked to comment on the offerors:

• Quality of services provided under the contract.

• Compliance with contract terms and conditions.

• Effectiveness of management.

• Willingness to cooperate with and assist the customer in routine matters, and when

confronted by unexpected difficulties; and

• Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's

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

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

(4) The offeror shall provide copy of all licenses, permits and insurance required by local law to do business in Peru, with a permanent address, RUC and telephone land line listing in Peru

(5) The offeror shall have local representation and maintenance capability for the acquisition of vehicles in Peru. Offeror shall Provide contact information for a local representative or authorized service provider in Lima, Peru who can respond to maintenance requests as stated in Section 2 – Description of Specifications.

(6) Offerors shall provide a copy of their SAM Registration. However, in accordance with FAR 52.204-90, Offeror Identification, any offeror that does not have an active registration in the System for Award Management (SAM) at the time of proposal submission, must complete paragraphs (c) and (d) of this provision and include the completed information with its offer. The offeror is required to obtain a NCAGE Code at https://eportal.nspa.nato.int/Codification/CageTool/home and provide documentation demonstrating that it has been issued.

(7) The offeror must comply with all applicable Peruvian legal requirements, including obtaining all necessary licenses and permits and maintaining any required insurance coverage. Additionally, the offeror must have a clean criminal record with no adverse history and have no political or business affiliation which could be considered contrary to the interests of the United States.

(8) Provide the name of a dealer in Lima, Peru that will offer warranty services. The service center must be located within 30 kilometers of the NAMRU South, Peru,

and the dealer must ensure the availability of in-country spare parts, service, and warranty support.

Proposal Format and Content:

Please submit your proposal in **one (1) single file** in Word or PDF format.

For a proposal to be considered you must submit and complete at least the following documentation:

- SF-1449 filled out including Price breakdown and description per option.
- Technical Proposal of the vehicles being offered.
- Additional information as required in this Section.
- Copy of permits and licenses to operate in Peru.
- Proof of SAM Registration or NCAGE and TIN/RUC.

PRICE

The proposal should include a Total cost according to the Section 2 Specification, it must consider a technical description of the vehicles being offered. All pricing shall be in U.S. Dollars. The price shall include all direct and indirect costs, overhead, general and administrative expenses, profit, shipping/delivery charges, insurance, local customs expenses/duties and applicable taxes where applicable for delivery at place (DAP).

PAYMENT TERMS

Net 30 days, upon satisfactory receipt of goods and receipt of an accurate invoice.

DELIVERY:

Delivery should be made to the delivery address shown below no later than 30 calendar days after ARO (Acknowledge Receipt of Order).

Delivery Address:

NAMRU SOUTH
Centro Médico Naval Cirujano Mayor Santiago Tavara

Av. Venezuela Cdra. 36 s/n

Bellavista – Callao

The due date to receive proposals is August 26, 2026, at 11:00 a.m. (local date and time). No proposals will be accepted after this date and time.

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

Number	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
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—Registration	NOV 2024
52.204-7 with Alt I	System for Award Management—Registration, with Alternate I	OCT 2018
52.204-90	Offeror Identification	DEVIATION - JAN 2026
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2021

52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	OCT 2025

52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	DEVIATION - JAN 2026

Section 4

EVALUATION FACTORS

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

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

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

· The Government will determine quoter acceptability by assessing the quoter's compliance with the terms of the RFQ.

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

· Adequate financial resources or the ability to obtain them;

· Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.

· Satisfactory record of integrity and business ethics.

· Necessary organization, experience, and skills or the ability to obtain them.

· Necessary equipment and facilities or the ability to obtain them; and

· Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

. Confirmation that all information on Section 3 has been received and comply.

SECTION 5

FAR Clauses, Certifications and Other Statements of Offerors

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (DEVIATION – JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The

Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have

resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-90 OFFEROR IDENTIFICATION (DEVIATION DATE)

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

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

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

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

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

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

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

(2) *Type of organization.*

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

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

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) *Common parent.*

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

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

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

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

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

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

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

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the

Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

Number	Title	Date
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-91	Contractor identification	DEVIATION
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	JAN 2025
52.223-23	Sustainable Products and Services	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-29	Terms for Financing of Commercial Products and Commercial Services	NOV 2021
52.232-30	Installment Payments of Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-91	Security Prohibitions and Exclusions	DEVIATION
52.240-91 with Alt I	Security Prohibitions and Exclusions, with Alternate I	DEVIATION
52.240-92	Security Requirements	DEVIATION
52.240-92 with Alt II	Security Requirements with Alternate II	DEVIATION
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	DEVIATON
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025