Embassy of the United States of America

Lima, Peru

Lima, July 30, 2026

To: Prospective Offerors

Subject: RFQ - 19PE5026Q0046 - Hotel Accommodations and Training Venue

Enclosed is a Request for Quotations (RFQ) for Hotel Accommodations and Training Venue. You are hereby invited to submit a quotation.

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. The U.S. Government may cancel this RFQ or any part of it.

For a quotation 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, 17b, 23, 24 and 30a, 30b, and 30c) have been filled out and continuation sheet (Pricing as detailed).
Section 3 – Provide the information requested under this section.
Section 5 – Complete Section 5 -FAR Clauses, Representations and Certifications and Other Statements of Offerors.

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 paragraph c and d of this Provision and include the completed information with this quote.

Questions regarding this RFQ should be sent in English NLT August 5, 2026, by 12:00 hrs to espinozase@state.gov and DelSolarME@state.gov. Answers to these questions and any amendment issued on SF-30 will be advertised in the Lima Embassy Contracts Opportunities Section https://pe.usembassy.gov/request-for-quotations/ Offerors are responsible for monitoring that page and for acknowledging all amendments in their quotation

Your quotation must be submitted electronically to Patrick McElroy

McElroyPH@state.gov and copy to Mr. Saúl Espinoza at espinozase@state.gov on or before 8:00 hrs. on August 14, 2026 (local date and time). No quotations will be accepted after this date and time. Quotations must be in English and incomplete proposals will not be considered for evaluation. Submit the quotation as a single PDF. If the file exceeds 30MB, split it into sequentially numbered parts and identify each in the subject line, Offerors should request confirmation of receipt. The Government is not responsible for quotations not received by the closing time for any reason, including transmission failure, file size rejection, or spam filtering.

Sincerely,

Burney, Christopher (BurneyC@state.gov)
07/30/2026 13:36 GMT

Chris Burney
Contracting Officer

Enclosure
As Stated.

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SECTION 1 - THE SCHEDULE

- SF-1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: PR16143670

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			19PE5026Q0046	07/30/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Saul E Espinoza	511 216-2160	08/14/2026 / 08:00 am

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: 721110
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] EDWOSB
[ ] EMERGING SMALL BUSINESS
[ ] 8 (A)
SIZE STANDARD: N/A for overseas

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
SEE SCHEDULE — Contractor's facility, Lima, Peru, exact address to be inserted at award

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
Please refer to Section 1.3

PERU

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [x] SEE ADDENDUM
See Section 1.3

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION SHEET *(Use Reverse and/or Attach Additional Sheets as Necessary)*	1	each		

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. (RFO Deviation addenda are attached) [x] ARE [ ] ARE NOT ATTACHED

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

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

- CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER 19PE5026Q0046 PRICES, BLOCK 23 & BLOCK 24

1. PRICE AND PAYMENT

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

1.2 PRICE

The offeror shall provide pricing to support an upcoming training event. The requirement includes conference room rental with classroom-style setup for 25 students and 5 instructors (30 total capacity), including food and beverage service and audiovisual equipment, for training sessions running Monday, August 24 through Friday, September 18 (the lodging period, 23 August through 19 September 2026, is longer because it covers instructor arrival and departure).

The requirement also includes hotel accommodations for five instructors traveling from Colombia, consisting of five standard king rooms at the same venue as the training, for the period Sunday, August 23 through Saturday, September 19 (last overnight stay Friday, September 18). Peruvian VAT (IGV) shall be excluded, as the guests are international travelers.

1.3 PERFORMANCE WORK STATEMENT: The offeror shall provide a fully equipped meeting/training venue with associated support services and lodging in Lima, Peru, in support of a training event from 23 August through 19 September 2026 and shall propose a complete solution that meets or exceeds the following performance outcomes. The offeror shall furnish a training space capable of comfortably accommodating a minimum of 30 participants in classroom-style configuration for 19 full days (7:30 a.m.–5:00 p.m.) and one half-day on 18 September 2026, with participants and presenters having clear sightlines and adequate working space; a room layout diagram shall be provided upon request. The venue shall include functional audiovisual capability sufficient for group instruction, including reliable projection or display of not less than 1080p at not less than 6,000 lumens, visible from the rearmost seat; sound reinforcement

with not fewer than two wireless handheld and two lavalier microphones, and standard laptop connectivity (HDMI and USB-C); the offeror shall provide on-site AV technician support each event day to set up, test, and troubleshoot equipment, including reduced support on the final half-day. The venue shall provide dedicated internet connectivity of not less than 100 Mbps download and 20 Mbps upload, provisioned for not fewer than 40 concurrent devices. The Offeror shall maintain a continuous coffee station throughout each of the 19 full days (regular and decaffeinated coffee, assorted teas, and standard accompaniments), provide daily lunch service for 30 persons per day (appetizer, main course, dessert, and beverage; 570 total covers) plus one working lunch for 30 persons, and accommodate common dietary restrictions (vegetarian, vegan, gluten-free, and religious requirements) upon reasonable advance notice. The offeror shall provide on-site color printing of not fewer than 200 pages per event day. The venue shall be accessible to Government and offeror personnel by 7:30 a.m. for setup and remain available until no earlier than 5:00 p.m. each event day. The offeror shall provide standard king-room lodging for international travelers totaling 135 room-nights (5 rooms × 27 nights), check-in Sunday, 23 August 2026 and check-out Saturday, 19 September 2026, with quoted rates excluding Peruvian VAT (IGV) for international travelers and not exceeding the applicable Lima lodging ceiling. The offeror shall also provide secure, lockable overnight storage for Government training materials and equipment for the full event duration at no additional cost. The offeror assumes risk of loss, damage, or destruction of Government-furnished materials and equipment while in its custody, ordinary wear and tear excepted. The storage area shall be access-controlled, and materials shall be signed in and out by the COR or designee. The offeror shall maintain commercial general liability coverage in an amount not less than $10,000 and shall furnish a certificate of insurance prior to the first day of performance. Offerors shall propose their recommended approach, specifications, and staffing to achieve these outcomes.

Contract Type: Firm-Fixed-Price purchase order. Period of Performance: 23 August 2026 through 19 September 2026. Place of Performance: Contractor's facility, Lima, Peru.

CLIN	Description	Quantity	Unit	Unit Price	Total
001	Conference room, classroom-style setup, full day (7:30 AM–5:00 PM)	19	Day	$	$
002	Conference room, classroom-style setup, half day (18 Sep)	1	half day	$	$
003	Food & Beverage — permanent coffee station	20	Day	$	$

004	Lunch service (appetizer, main course, dessert, beverage); 30 pax/day	570	Cover	$	$
005	Working lunch, 18 September 2026; 30 pax	30	Cover	$	$
006	Full audio/visual (AV) support package	19	Day	$	$
007	Reduced AV support package	1	Day	$	$
008	Color printer access	20	Day	$	$
009	Standard king room, lodging (5 rooms × 27 nights), Check-in Sunday, 23 August 2026, check-out Saturday, 19 September 2026 (IGV (Peruvian VAT) excluded — international travelers)	135	Room-Night	$	$
	Sub - Total				
010	IGV (Peruvian VAT) on taxable CLINs	1	lot	$	$
	Total				$

The tax exemption applies to CLIN 009, and, to the extent the offeror determines it is available under Peruvian law, to food and beverage furnished by the offeror to the five non-domiciled guests within the hotel. All other CLINs shall be quoted exclusive of IGV with IGV shown on the tax line. Offerors shall state in their quotation which CLINs they have treated as exempt. The Mission will furnish passport and Andean Migration Card (Tarjeta Andina de Migración) documentation for each of the five international travelers so that the offeror may apply the IGV exemption available to non-domiciled guests. If the exemption is disallowed for any traveler through no fault of the offeror, the Contracting Officer may adjust the CLIN 009 line by bilateral modification. The offeror shall not invoice IGV against CLIN 009 absent such a modification. The offeror shall use documentation furnished under this paragraph solely to apply the tax exemption, shall limit access to personnel with a need to know, shall not transfer it to any third party except as required by Peruvian tax authorities, and shall return or destroy all copies within thirty (30) days after final payment. The Government may reduce the quantity ordered under CLIN 009 by written notice to the Contractor not later than fourteen (14) days before check-in. Room-nights so reduced shall be deducted at the quoted unit rate and no cancellation, attrition, or minimum-block charge shall apply.

1.4 SECURITY COORDINATION REQUIREMENTS

Prior to contract performance, and upon request of the Contracting Officer, the Contractor shall provide information reasonably necessary for Government security planning and coordination with the Regional Security Office (RSO). Such information may include the proposed training venue layout, primary points of entry and exit, emergency procedures, names and contact information of the Contractor's on-site management personnel, and a roster of personnel who will have regular access to Government-designated training areas during performance. The Contractor shall promptly notify the Contracting Officer of any material changes affecting security or access during contract performance. The Government reserves the right to conduct a pre-performance site visit or venue security assessment, at no additional cost to the Government, to verify that the proposed facilities can reasonably support Government security and access requirements.

Award will be made on an all-or-none basis to a single quoter. Because instructor lodging must be co-located with the training venue, the Government will not make a split award. Anticipated award date 08/14/2026.

The Offeror's quoted room rate per room per night, exclusive of IGV and of any service charge or resort fee, shall not exceed USD 250 lodging maximum, which is the Department of State Standardized Regulations (DSSR) Section 925 lodging maximum for Lima in effect on the date this solicitation was issued. Offerors shall certify that the quoted rate does not exceed this ceiling. A quotation offering a CLIN 009 rate in excess of the DSSR lodging ceiling stated in Section 1.2 will be evaluated as unacceptable.

Any answer that changes the terms of this solicitation will be issued as a formal amendment. Offeror shall acknowledge receipt of all amendments in their quotation.

1.5 PAYMENT

The Contractor shall submit/upload an invoice for payment in the proper amount in MyILMS, the Embassy's payment portal at https://mygrants.servicenowservices.com/mygrants?id=mygrants_public_article&sys_id=96f9977c1b13bd103965a71de54bcb3c&spa=1 You are strongly encouraged to create an account there, should you have not done so yet. "Government" means the United States Government unless otherwise stated. Payment will be made in accordance with the Prompt Payment Act, Net 30 days after receipt of a proper invoice and Government acceptance

The due date to receive quotation is Friday, August 14, 2026, at 08:00 a.m. (local date and time). No quotation will be accepted after this date and time.

SECTION 2 - CONTRACT CLAUSES

- **Contract Clauses**

FAR Clauses, Certifications and Other Statements of Offerors

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions—Commercial Products and Commercial Services (April 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.

ADDENDUM TO 52.212-4. The clause at FAR 52.212-4 is tailored as follows: paragraph (k), Taxes, is revised to add at the end: 'The contract price excludes Peruvian IGV, which shall be invoiced as a separate, clearly identified line item where legally due.

(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)

Number	Title	Date
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017

52.204-13	System for Award Management—Maintenance, Applicable only if the Contractor is registered in SAM	OCT 2018
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
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.222-50	Combating Trafficking in Persons	OCT 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-34	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	FEB 2026
52.240-92	Security Requirements	FEB 2026
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	FEB 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors.	APR 2026

The provisions and clauses listed in this contract are incorporated by reference, with their full text accessible at https://www.acquisition.gov/far-overhaul, in accordance with FAR 52.102(a)–(b), which permits electronic access to provisions and clauses and requires government-provided full text upon request." [acquisition.gov]
Incorporation by Reference – DOSAR Provisions and Clauses
"All Department of State Acquisition Regulation (DOSAR) provisions and clauses referenced herein are incorporated by reference, with full text available at https://www.acquisition.gov/dosar, consistent with DOSAR 652.102-1's authorization for agency-specific electronic incorporation.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT

- DOSAR 652.242-73, Authorization and Performance.

As prescribed in 642.272(b), insert a clause substantially the same as follows:

Authorization and Performance (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

- DOSAR 652.229-71, Personal Property Disposition at Posts Abroad.

As prescribed in 629.402–1–70, insert the following clause:
Personal Property Disposition at Posts Abroad (AUG 1999)
Regulations at 22 CFR Part 136 require that U.S. Government employees and their families

do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

- 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price).
  As prescribed in 632.908(a), the contracting officer may insert a clause substantially the same as follows:

  Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999).

  (a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section 1 of this contract.

  (b) Invoice Submission. Invoices shall be submitted electronically, one copy, through the portal identified in Section 1.3 of this contract. No paper copies are required. Refer to Block 18b of the SF–1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232–25, "Prompt Payment".

  > **Addendum**: Invoices shall be submitted electronically through the portal identified in Section 1.3 of this solicitation. No paper copies are required.

  (c) Contractor Remittance Address. Payment shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below: [To be completed by the Contractor if different from the address on the cover page.]
  (End of clause)

- DOSAR 652.242-70, Contracting Officer's Representative
  The Contracting Officer's Representative (COR) for this order is Caterina Villalobos, INL Program Assistant, who is authorized to inspect and accept services daily and to sign block 32 of SF-1449. The COR is not authorized to change any term or condition of this order.

The Contractor shall permit a Regional Security Office survey of the training space and lodging floors prior to the first day of performance and shall provide a personnel roster for staff assigned to the event

SECTION 3 - SOLICITATION PROVISIONS

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

- **Solicitation Provisions**

As prescribed in 12.205(a)(1), insert a clause substantially as follows:

Instructions to Offerors—Commercial Products and Commercial Services (Deviation Apr 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 post award 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**

52.204-7 is not included in this solicitation. The exception at FAR 4.1102(a)(2) applies: this contract is awarded by a contracting officer located outside the United States for performance outside the United States.

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

A.1. A completed solicitation.

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

(1) Name of a Project Manager (or another liaison to the U.S. Embassy Lima) who understands written and spoken English.

(2) Past performance information for two to three comparable conference and lodging engagements performed within the past three years, each stating contract or client name, point of contact with current email and telephone number, period of performance, and approximate value.

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 offeror shall identify the venue address in its quotation.

A.3. A completed 52.229-11(d) representation and, if a foreign person, IRS Form W-14

A.4 The Contracting Officer has determined that this acquisition is exempt from the 2 percent tax imposed under 26 U.S.C. § 5000C because the services will be performed in Peru, a country that is party to an international procurement agreement with the United States, and the acquisition falls within the applicable exception. Accordingly, IRS Form W-14 is not required.

A.5 Technical quotations are limited to 10 pages excluding the completed solicitation. Alternate quotations will not be considered. Prices shall be held firm for 60 calendar days in accordance with 52.212-1(b)

Quotation Format and Content:

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

- SF-1449 filled out.
- Technical quotation of the items/services being offered.
- Additional information as required in this Section.
- Proof of SAM Registration or NCAGE and TIN/RUC.

This acquisition is conducted by a contracting officer located outside the United States for performance outside the United States. SAM registration is encouraged but not required prior to award; an offeror not registered in SAM shall complete FAR 52.204-90 paragraphs (c) and (d) and provide its NCAGE code and TIN/RUC with its quotation. The apparent successful offeror must provide the information necessary for the Government to complete award.

PRICE

The quotation shall include a total price computed in accordance with the Schedule at Section 1, supported by a technical description of the services offered. Quotations may be submitted in U.S. dollars or in Peruvian soles. Payment will be made in the quoted currency.

PAYMENT TERMS

Payment will be made within 30 days after Government acceptance of the services and receipt of a proper invoice.

DELIVERY:

Period of performance "23 August – 19 September 2026" and the venue address to be inserted at award time.

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

Number	Title	Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020

SECTION 4 - EVALUATION FACTORS

- **Evaluation Factors**

This evaluation is conducted in accordance with the Department of State's FAR Part 12 Revolutionary FAR Overhaul (RFO) Model Deviation, under which FAR 52.212-2, Evaluation—Commercial Products and Commercial Services, is not incorporated in this solicitation. Award will be made 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.

The Government will determine acceptability by assessing the quoter's compliance with the terms of the RFQ, specifically:
(i) training space and all five guest rooms at a single property;
(ii) classroom seating for not fewer than 30;
(iii) AV meeting the minimum specifications in Section 1.2;
(iv) dedicated internet meeting the minimum bandwidth in Section 1.2;
(v) on-site AV technician all 20 event days;
(vi) color printing at the stated daily allowance;
(vii) lockable overnight storage;
(viii) access from 07:30 until not earlier than 17:00 each event day;
(ix) The quoted CLIN 009 lodging rate shall not exceed the applicable DSSR lodging ceiling identified in Section 1. A quotation exceeding that ceiling will be evaluated as unacceptable;
(x) the availability attestation required above. Failure to meet any of these will render the quotation unacceptable.

The Government will determine contractor 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.
- The quoter shall attest to firm availability of the conference facility for 24 August through 18 September 2026 and of the five guest rooms for the nights of 23 August through 18 September 2026, at a single co-located property. The quoter shall specifically confirm availability during the week of 7-11 September 2026.
- The quoter shall not be debarred, suspended or proposed for debarment, and shall not appear in the SAM exclusions list. The quoter shall certify that neither it nor its principals has been convicted of or had a civil judgment rendered against it for any offense listed in the responsibility standards. The Government will make a responsibility determination in accordance with FAR 9.1

Past performance information submitted under Section 3 will be used solely in the Contracting Officer's responsibility determination under FAR 9.1 and is not a separate evaluation factor

The Government will determine price reasonableness by comparison of competing quotations, supported where necessary by market research and comparison to the independent Government estimate

The following FAR provisions are provided in full text:

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

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

- For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- For acquisitions conducted using negotiation procedures—
- On the date specified for receipt of offers, if award is based on initial offers; otherwise (2) on the date specified for receipt of proposal revisions.

Section 4 is drafted consistent with Department of State Acquisition Alert (AA) 25-35-02, which adopts the FAR Council's RFO Part 12 Model Deviation. Under the deviation, evaluation criteria are established in the solicitation rather than through the prescription of FAR provision 52.212-2.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION JAN 2026)

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

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

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

Marginalized populations of Sudan means—

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign

Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract

(see FAR 40.204-1(c)(2)).

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but

does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

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

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

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

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

(g) *Disclosure*.

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

product or service not compliant:

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

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

(End of provision)

52.229-11 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)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

- **Addendum To Solicitation Provisions**

52.204-90 OFFEROR IDENTIFICATION. (DEVIATION JAN 2026)

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)