



American Embassy San Salvador

October 08, 2026

To: Prospective Quoters
Subject: Request for Quotation Reference 19ES6027Q0002

Enclosed is a Request for Quotations (RFQ) for four (4) Utility All-Terrain vehicles (ATVs). If you would like to submit quotation, follow the instructions in Section 3 – Solicitation Provisions, complete all required documents, and submit your quotation electronically to the email address indicated on the Standard Form 1449 included in this solicitation package.

The U.S. Government intends to award a contract/purchase order to the responsible quoter whose quotation is technically acceptable and offers the lowest evaluated price. The Government intends to evaluate quotations and make an award based on the initial quotations without conducting discussions. Therefore, quoters should submit their best terms from both a technical and price standpoint in their initial quotation. However, the Government reserves the right to conduct discussions if determined to be necessary.

To be considered for award, your quotation must include, at a minimum, the following:

1. Completed and signed SF-1449;
2. Completed Section 1 – The Schedule;
3. Completed Section 5 – Representations and Certifications;
4. All additional documentation required by Section 3 – Solicitation Provisions; and
5. Proof of active registration in the System for Award Management (SAM)

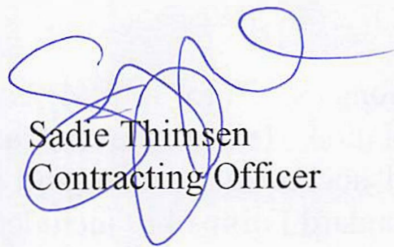
Quoters must be registered in the System for Award Management (SAM) prior to submission of their quotation, as required by FAR 4.1102. The quoter must maintain an active SAM registration at the time of quotation submission. Quoters are strongly encouraged to complete or verify their SAM registration as soon as possible to avoid any delay or inability to submit a quotation.

Questions regarding this solicitation will be accepted only in writing and must be submitted by email to SanSalvadorProcurement@state.gov no later than October 15, 2026.

Quotations must be received no later than October 26, 2026 at 4.00pm, local time. Late quotations will not be considered.

Quotations must be submitted in English and electronically as one (1) Adobe Acrobat (pdf) file to SanSalvadorProcurement@state.gov. Incomplete quotations may be rejected.

The Government appreciates your interest in this procurement.



Sadie Thimsen
Contracting Officer

Enclosure:

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER PR15834280			PAGE 1 OF 32		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19ES6027Q0002		
7. FOR SOLICITATION INFORMATION CALL:			8. OFFER DUE DATE/ LOCAL TIME 10/26/2026		
a. NAME Ana Beatriz Coto, GSO Procurement			b. TELEPHONE NUMBER (No collect calls) 50325012808		
9. ISSUED BY CODE 19ES60			10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED ☐ VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED ☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB) 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): SIZE STANDARD:		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		
15. DELIVER TO CODE 19ES60 American Embassy San Salvador GSO/Procurement cotoab@state.gov			16. ADMINISTERED BY CODE 19ES60 Sadie Thimsen, Contracting Officer		
17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY CODE 19ES60 American Embassy San Salvador Financial Management Office				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Utility All-Terrain Vehicles SEE ATTACHED <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Government Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ 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 ☒ ARE ☐ ARE NOT ATTACHED ☐ ARE ☐ ARE NOT ATTACHED					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30b. NAME AND TITLE OF SIGNER (Type or print)			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)		
30d. DATE SIGNED			31c. DATE SIGNED		

19. ITEM NUMBER	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. EMAIL 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

STOCK RECORD (S/R)

40. PAID BY

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

42a. RECEIVED BY (*Print*)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE RECEIVED (*MM/DD/YYYY*)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 11/2021) BACK

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ REFERENCE 19ES6026Q0051
PRICES, BLOCK 23

1. Specifications

The Contractor shall furnish and deliver four (4) Utility All-Terrain Vehicles (ATVs) for the National Civilian Police (PNC) Coastal Police, supported by INL, in accordance with the specifications, terms and conditions set forth herein.

Item	Description	Qty	Unit
1	ATV vehicle 4x4 – Passenger/Utility Brand name or equal: Polaris RZR XP 4 1000 Ultimate Stealth	2	each
2	ATV vehicle 4x4 – Cargo/Utility Brand name or equal: John Deere, XUV825 S4 Gas	2	each

Description:

- Two (2) ATV vehicle 4x4 – Passenger/Utility
Brand name or equal: Polaris RZR XP 4 1000 Ultimate Stealth

Engine:

Displacement: 999c, or equal

Drive System type: AWD/2WD

Engine Type: 1000 4 stroke gasoline

Fuel System: Electronic Fuel injection

Horsepower: 114 hp approx.

Transmission: Automatic or Standard

Approximated dimensions: LxWxH: 123.9” x 64.4” x 68”

Seats: 4

Bore x Stroke: 80:00mm x 66.2mm

Retractable 3 pt seat belts

Fuel Capacity: 9 gal

LED Headlights

Brakes front and rear: Dual hydraulic disc

Parking brake

Tires: 29 x 9 R-14

Electronic Power steering

Operation Manual included

Anti-corrosion chassis coating, sealed electrical connections

Approximated dimensions: LxWxH: 123.9" x 64.4" x 68"

Wheelbase: 90.6"

Warranty: one year

- Two (2) ATV vehicle 4x4 – Cargo/Utility

Brand name or equal: John Deere, XUV825 S4 Gas

This vehicle comes equipped with a versatile cargo box that can be easily configured to handle virtually any load, even bulky or irregular items. Its suite of standard load-management features ensures it's built to work hard and perform reliably in demanding conditions.

Engine:

Displacement: 812cc

Drive System type: AWD/2WD

Engine Type: 1000 4 stroke gasoline

Fuel System: Electronic Fuel injection

Horsepower: 50hp or more is accepted

Transmission: Automatic or Standard

Seats: 4

Anti-corrosion chassis coating, sealed electrical connections

Suspension: Front & Rear fully independent dual A-arm with adjustable coils.

Brakes: Front/rear hydraulic disc

Operation Manual: Yes

Park Brake: Yes

Tires: Front: 29 x 9 R14; Rear: 29 x 11 R14

Box Capacity: 1,000 lbs. accepted

Lighting: Dual Led headlight

2. Firm-fixed-price Statement.

This is a firm-fixed-price contract. The prices quoted shall include all costs necessary to fulfill the requirements of this solicitation, including, but not limited to, labor, materials, equipment, transportation, permits, licenses, documentation, overhead, profit, and all other costs and expenses required to deliver all required items in accordance with the solicitation.

3. Pricing

Item	Description	Qty	Unit	Unit price	Total
1	ATV vehicle 4x4 – Passenger/Utility Brand name or equal: Polaris RZR XP 4 1000 Ultimate Stealth	2	each		
2	ATV vehicle 4x4 – Cargo/Utility Brand name or equal: John Deere, XUV825 S4 Gas	2	each		
3	Shipping charges, DDP	1	All		
	TOTAL CONTRACT PRICE				

4. VAT

All prices shall be quoted in U.S. Dollars (USD).

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN prices or invoices. The U.S. Embassy is exempt from VAT pursuant to the applicable tax exemption agreement between the United States Government and the Government of El Salvador.

5. Provisions

- A. All four units shall include a minimum one-year warranty.
- B. The Contractor must have a local representative in El Salvador capable of providing both preventive and corrective maintenance, with reliable access to parts and consumables.
- C. The Contractor shall include complete technical specifications and photographs of the proposed units in their proposal.
- D. The Contractor shall provide a Bill of Materials (BOM) or Manufacturer's Certificate of Origin identifying the country of origin and manufacturer of the proposed vehicle and its major components (engine, chassis, electronics) in their proposal.
- E. Chinese, generic, clone or refurbished products are not permitted. Only original brand-name – factory-new ATVs will be accepted.
- F. Any ATV, engine, drivetrain component, electronic control module, or major subassembly manufactured by, or branded under, a company headquartered in, or subject to control by, the People's Republic of China is not permitted.

G. Vehicles or components appearing on any relevant U.S. Government restricted or prohibited entity list shall render the offer non-compliant.

6. Local partner / Parts and maintenance support in El Salvador

- The Contractor must maintain a local representative physically located in El Salvador who is fully authorized to provide both preventive and corrective maintenance for the awarded vehicles throughout the warranty period.
- The local representative shall have direct access to original equipment manufacturer (OEM) parts, spare parts, and preventive-maintenance consumables (such as filters, fluids, belts, tires, and brake components) for the proposed make and model.
- The Contractor shall include the following in its proposal:
 - Name, physical address, and contact information of the local representative or authorized dealer in El Salvador.
 - Evidence of the representative's authorization (e.g., dealer agreement or manufacturer authorization letter) to service and supply OEM parts for the proposed brand.
 - A description of the representative's parts inventory/stocking capabilities and the average lead time for non-stocked parts.
 - Standard response times for scheduling preventive-maintenance services and responding to corrective-maintenance requests (vehicle breakdowns).

7. Warranty requirements

- The Contractor shall provide a minimum one (1) – year warranty for each vehicle, covering the engine, drivetrain, chassis, electrical systems, and all major components against manufacturing defects and premature failure.
- Warranty coverage shall include both parts and labor, with no additional cost to the Government for any repair or service performed under the warranty during the coverage period.
- The Contractor shall specify the following:
 - * The warranty activation date, defined as the date of final acceptance/delivery.
 - * The process for submitting warranty claims.
 - * The expected turnaround time for warranty repairs performed by the local representative.
 - * The maximum turnaround time for warranty repairs, which shall not exceed 30 business days, including parts availability and any associated logistics.

- The Contractor shall identify an authorized warranty service and parts-support provider located within El Salvador, capable of performing warranty repairs without requiring shipment of vehicles outside the country, whenever feasible.
- The Contractor shall clearly document all standard warranty exclusions (e.g., misuse, lack or routine maintenance, unauthorized modifications, or normal wear items such as tires and brake pads, except where covered due to factory defects).
- The Contractor shall provide a dedicated warranty service point of contact (phone and email) responsible for supporting warranty claims within El Salvador for the duration of the warranty period.

8. Delivery requirements

The Contractor shall deliver all items in a single, complete shipment to the INL Warehouse placed at COMCA in El Salvador, no later than six months after contract award. Partial shipments will not be accepted.

Delivery terms shall be Door-to-Door, with all associated expenses included. Diplomatic customs clearance is not applicable to this procurement.

Shipping shall, at a minimum, include disconnecting all batteries from the electrical system; securing all loose gear to prevent shifting during transport; and securing all equipment to prevent movement or damage during shipment. The Contractor shall remove all flammable liquids in accordance with applicable ocean and overland transportation regulations and requirements.

The Contractor shall consolidate the shipment in its entirety to prevent loss or misdirection. Partial shipments are not permitted.

Delivery address:

COMCA Warehouse
Calle Principal, Colonia El Carmen II #777
Distrito de San Marcos, Municipio de San Salvador Sur
San Salvador, El Salvador

9. Inspection and Acceptance

The Contractor shall provide the U.S. Government with new products that fully comply with the specifications. The Contractor shall also conduct a proper pre-delivery inspection of all products and deliver them to the location identified in the Delivery address section of this Statement of Work.

Final inspection and acceptance of all items shall be performed by the U.S. Government upon arrival.

Payment to the Contractor will be issued only after satisfactory inspection and acceptance of the products by the INL Office in San Salvador. All delivered equipment must conform precisely to the standard described in the technical specification sheet.

If any items fail to meet the required technical specifications, INL will return the non-conforming items to the vendor at no cost to the U.S. Government. The vendor shall evaluate and replace the returned items, including transportation, at no cost to the U.S. Government.

The designated representative of the U.S. Embassy in El Salvador shall be responsible for verifying at least the following:

- i Quantities
- ii Compliance with the technical specifications offered
- iii Compliance with the delivery date
- iv Proper operation of the required elements

Export License / Export Compliance:

The Contractor is responsible for determining whether the ATVs, components, or associated technology or software provided under this Statement of Work are subject to U.S. export control regulations, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce, and/or the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State, as applicable.

The Contractor shall obtain, at its own expense, any export license, license exception, or other U.S. Government authorization required to lawfully export the vehicles, components, and related technology to El Salvador prior to shipment.

Prior to shipment, the Contractor shall submit documentation confirming the following:

- The Export Control Classification Number (ECCN) or applicable U.S. Munitions List (USML) category for the vehicles and components, if applicable.

- Confirmation that no export license is required, or a copy of the approved export license or authorization; and
- Compliance with all applicable denied-party and restricted-party screening requirements (e.g., BIS Entity List, OFAC SDN List).

The Contractor shall bear full responsibility for any delays, penalties, or costs resulting from failure to obtain required export authorizations in a timely manner. Delivery schedules in Section 8 assume all necessary export authorizations have been secured prior to contract performance.

The Government reserves the right to request evidence of export compliance at any time prior to final delivery and acceptance.

SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JULY 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)

52.229-12 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 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 CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES
ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.229-6	TAXES-FOREIGN FIXED PRICE CONTRACTS (JUL 2026)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUL 2026)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

- (1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and
- (2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

**652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.232-70 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 the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices electronically thru <https://mygrants.servicenowservices.com/procurement?id=accountrequest> <https://mygrants.servicenowservices.com/procurement?id=accountrequest> request. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the INL Procurement Agent.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

(2) That is has obtained all necessary licenses and permits required to 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.

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *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. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail

to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

(2)

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

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

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

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

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

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

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

- (i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or
- (ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at assisthelp@dlamilitary.com.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(1) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall 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 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

The following additional instructions and requirements apply to this solicitation:

1. Submission of quotations.

Each quotation shall include the following:

- a. A completed and signed solicitation, including the applicable portions of the SF-1449 cover page and the Schedule/Pricing Schedule.
- b. The information required by this Addendum and all other applicable solicitation provisions.

2. Experience and capability.

The quoter shall provide evidence demonstrating its experience and capability to provide the required items described in Section 1 – Specifications and Provisions, including its ability to arrange and complete the required delivery to the INL Warehouse in COMCA El Salvador.

The quoter must have a permanent local representative with a minimum of five years of established presence in El Salvador, ensuring qualified technical support and timely on-site warranty resolution.

The Contractor shall describe its quality assurance and inspection processes conducted prior to delivery.

The quoter must demonstrate prior experience delivering goods to El Salvador under Delivery Duties Paid (DDP) terms. Diplomatic customs clearance does not apply to this procurement.

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

The Contractor shall submit at least three (3) past performance references for contracts of similar size, scope, and complexity (e.g., supply of ATVs or off-road utility vehicles) completed within the past three (3) to five (5) years.

Each reference shall include: contract name/number, client/agency, period of performance, dollar value, a brief description of the work performed, and a point of contact (name, telephone number, and email address).

References demonstrating prior delivery of similar vehicles within Central America, as well as successful provision of local parts and maintenance support, are strongly preferred.

Evidence of authorized dealer or distributor status for the proposed brand.

3. SAM Registration.

The Contractor shall provide evidence of registration in the System for Award Management (SAM), including its Unique Entity Identifier (UEI), as applicable.

4. Resources.

The Contractor shall provide evidence demonstrating that it has the personnel, facilities, equipment, supplies, and financial resources necessary to fulfill all requirements of the solicitation.

5. Technical proposal.

The Contractor shall submit a technical proposal demonstrating its ability to provide the equipment in accordance with the requirements in Section 1 – Specifications.

At a minimum, the quotation shall include:

- Completed Pricing Schedule;
- Technical proposal demonstrating compliance with all applicable requirements of the Section 1 – Specifications;
- Past Performance information and references;
- Proposed delivery schedule; and
- Warranty information.

THE FOLLOWING FAR SOLICITATION PROVISIONS
ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT- REGISTRATION (JUL 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Clay Allen, at AllenCC@state.gov. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

1. Basis for Award.

Award will be made to the responsible quoter whose quotation is determined to be technically acceptable and offers the lowest evaluated price.

The Government intends to evaluate quotations and make award without conducting discussions. Accordingly, quoters should submit their best terms from both a technical and price standpoint.

2. Technical Acceptability.

The Government will determine the quoter's technical acceptability by assessing the quotation's compliance with the material requirements of the RFQ, including the specifications described in Section 1, delivery requirements, equipment requirements, and warranty requirements.

A quotation will be determined to be technically acceptable when it demonstrates compliance with all material requirements of the solicitation.

A quotation that fails to meet one or more material requirements, or does not provide sufficient information to demonstrate compliance, may be determined technically unacceptable.

3. Price evaluation.

The evaluated price will be determined by multiplying each offered unit price by the corresponding quantity specified in the Pricing Schedule and adding the resulting amounts to determine the total evaluated price.

The Government will evaluate the total price of the quotation, including all required items and associated costs necessary to satisfy the requirements of the solicitation.

The Government may determine a quotation to be unacceptable if the price is materially unbalanced or if the price, together with other available information, indicates that the Contractor may not be capable of successfully performing the requirements of the solicitation.

4. Responsibility.

The Government will determine the responsibility of the apparent successful Contractor in accordance with FAR Subpart 9.1, including consideration of whether the quoter:

- Has adequate financial resources or the ability to obtain them;
- Is able to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory record of integrity and business ethics;
- Has the necessary organization, experience, and skills;
- Has the necessary equipment and facilities; and
- is otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. Award determination.

After determining technical acceptability, the Government will identify the technically acceptable quotation with the lowest evaluated price.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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)