

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER PR15834183		PAGE 1 OF 42	
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19ES6027Q0007
6. SOLICITATION ISSUE DATE October 15, 2026		8. OFFER DUE DATE/ LOCAL TIME November 16, 2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kryssia Blandon (blandonki@state.gov)	
b. TELEPHONE NUMBER (No collect calls) 301-9858840 ext. 2830		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:	
9. ISSUED BY US EMBASSY SAN SALVADOR GSO-PROCUREMENT OFFICE Blvd. y Urbanizacion Santa Elena Antiguo Cusctlan, La Libertad El Salvador		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED ☐ SERVICE-DISABLED ☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A)	
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)		13b. RATING	
14. METHOD OF SOLICITATION ☐ REQUEST ☐ INVITATION ☐ FOR QUOTE ☐ FOR BID ☐ REQUEST FOR PROPOSAL (RFQ) (IFB) (RFP)		15. DELIVER TO American Embassy San Salvador GSO/Procurement blandonki@state.gov or SanSalvadorProcurement@state.gov	
16. ADMINISTERED BY Sadie L. Thimsen, Contracting Officer		17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____	
18a. PAYMENT WILL BE MADE BY American Embassy San Salvador Financial Management Office		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		19. ITEM NUMBER	
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE	
24. AMOUNT		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 ☐ ARE ☐ ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED		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	
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:		30a. SIGNATURE OF OFFEROR/CONTRACTOR	
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (Type or print)	
31b. NAME OF CONTRACTING OFFICER (Type or print)		30c. DATE SIGNED	
31c. DATE SIGNED		32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE	

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)

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

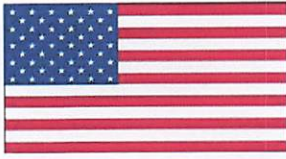
41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

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

42d. TOTAL CONTAINERS



U.S. Embassy San Salvador, October 15, 2026

Dear Prospective Quoter:

Subject: Request for Quotations number **19ES6027Q0007**

Enclosed is a Request for Quotations (RFQ) for Light Weight Night Vision Binoculars, Night Vision Monocular Generation 3, and Helmet Mount for Night Vision Monocular. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it electronically to the email address shown on Standard Form 1449 that follows this letter.

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by **November 16, 2026**. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to ***blandonki@state.gov***. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

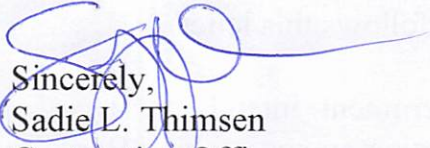
Questions regarding this solicitation will be accepted only in writing and must be submitted by email to blandonki@state.gov no later than November 11, 2026.

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

1. SF-1449

2. Section I, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.



Sincerely,
Sadie L. Thimsen
Contracting Officer

Enclosure:

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19ES6027Q0007
PRICES, BLOCK 23

I. TECHNICAL SPECIFICATIONS

- A. The Contractor shall furnish and deliver LIGHT WEIGHT NIGHT VISION BINOCULARS, NIGHT VISION MONOCULARS GEN 3 WHITE PHOSPHOR AUTOGATED AN/PVS-14, and HELMET MOUNT FOR NIGHT VISION MONOCULAR Wilcox G24 to The International Narcotics and Law Enforcement Section (INL) of the United States Embassy in San Salvador in accordance with the specifications and terms.

I.1 LIGHT WEIGHT NIGHT VISION BINOCULAR

Brand name or equal	AN/PVS-31D (F5032) by Elbit of America
Quantity:	9
Specifications:	Field of View: 40° nominal Magnification: 1x Submergibility: 66ft. for 2 hours Weight: +/- 500g depending on goggle configuration Approx dimensions: 3.01 x 3.99 x 3.77 in (7.65 x 10.13 x 9.57 cm) Battery Life: +/- 24 hours depending on battery type and operating temperature Battery type: AA size batter (lithium or alkaline) Integrated IR Illuminator: Yes Diopter Adjustment, fixed configuration: +2 to -2.5 diopters Diopter adjustment, adjustable configuration: +2 to -6 diopters Focus range: 25 cm to infinity Submersible up to 20 meters: YES Certification MIL-SPEC or equivalent: Yes Maintenance kit: Yes
Features	• Gen 3 18mm gated Pinnacle® tubes providing the highest performance and reliability available under all light levels • High resolution, high gain, and very high photo

	response in visible and near infrared • Industry-leading, close-focus technology for intricate, mission-critical tasks • Image intensifier tubes serviceable at the unit level • Vertical viewing ability prevents shut off when user tilts head • Available in fixed or adjustable diopter lenses • Integrated IR illuminator brightens zero-light areas • Manual brightness adjustment • Built to meet requirements of performance specification 284109 • Elbit Certification
GSA Reference	Product Detail
Warranty:	One year

I.2 NIGHT VISION MONOCULAR GEN 3 WHITE PHOSPHOR AUTOGATED AN/PVS-14

Brand name or equal	Night vision monocular gen3 AN/PVS 14 (L3Harris or Elbit)
Quantity:	20
Specifications:	Lens System: 19mm f/1.26 (Standard AN/PVS-14 objective lens) Magnification: 1x Angle of view: 40° Minimum focus distance: 9.8"/24.9 cm Minimum Figure of Merit (FOM): 1,800 (2,000–2,400+ recommended) Signal-to-Noise Ratio (SNR): 28.0 or higher Infrared Illuminator: Yes (built in) Resolution 64 to 72 lp/mm Diopter adjustment: -6 to +2 Battery: 1xAA Tripod mounting Thread: Yes Environmental resistance: Water resistance/maritime environment Operating conditions: -60 to 120°F / -51 to 48°C Storage conditions: -60 to 185°F / -51 to 85°C Approx dimensions: 4.5 x 2.7 x 2.5" / 11.4 x 6.9 x 6.3 cm

	Weight: 12.4 oz / 352 g Certification MIL-SPEC or equivalent: Yes, qualification and OEM tube certification (Elbit or L3Harris) Maintenance kit: Yes Wilcox Mount L4 G24 Compatible
Features	• 26mm f/1.2 Lens, 40° AAOV • 64-72 lp/mm Resolution • Integrated IR Illuminator • Manual Gain Control • Handheld or helmet/head mounted
	https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?gsin=11000041139407 https://superiortac.com/product/pvs-14-night-vision/?attribute_tube-model=Elbit+Systems+of+America&attribute_tube-options=White+Phosphor+Gen+3+PVS-14+Elbit+PH&gad_source=1&gad_campaignid=21486489574&gbraid=0AAA-BDNS7cQ4crfJuAH5CAO8OgoT0DK&gclid=CjwKCAjwyabTBhBFEiwAM3mNUJvEHmAQxoigjwHAnc2GdiMrUFcI436ZbUUSqjtqzw8da0IQezO0ZhoCk7AQAvD_BwE
Warranty:	One year

I.3 HELMET MOUNT FOR NIGHT VISION MONOCULAR Wilcox G24

Brand name or equal	Wilcox G24 P/N 28300G24
Quantity:	24
Specifications:	Manufacturer: Wilcox Industries or similar Weight: 5.86 – 5.91oz Interface: Dovetail Breakaway: Yes – release at +/- 10 – 12 lbs Adjustment: Height, tilt, fore/aft – one – handed Magnets: Yes (for legacy auto-off J-arm) Water Resistance Color: Black Warranty: 5 years Certification MIL-SPEC or equivalent: Yes
Features	• Under stress — snag hazards, fast-rope, vehicle dismounts — the G24 releases from the shroud at approximately 10–

	12 lbs of force, significantly reducing the risk of neck injury. Millions of operational hours. • Locks NVGs firmly in place with virtually zero wobble. Repeatable, solid connection that holds alignment through movement, recoil, and hard use. Compatible with all modern dovetail-equipped NVG housing. • Height, tilt, and fore/aft all adjustable with one hand. Low-profile design keeps the goggle tight to the helmet, improving balance and reducing fatigue over a long shift. • Locks firmly in the stowed position — no bounce, no unwanted deployment.
GSA Reference	Product Detail
Warranty:	Five years

II. PRICING

- A. Is a firm-fixed price type of purchase order/contract
- B. The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the U.S. Dispatch Agent located in 11380 NW 34th street, Doral, FL 33178, United States of America.
- C. The Contractor shall supply all items in new and unused condition. Chinese, generic, used, or clone products are not permitted.
- D. All prices are in US Dollars.
- E. **VALUE ADDED TAX.** Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

<u>Line</u> <u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total Price</u>
01	LIGHT WEIGHT VISION BINOCULAR	EA		9	
02	NIGHT VISION MONOCULAR GEN 3 WHITE PHOSPHOR AUTOGATED AN/PVS- 14	EA		20	
03	HELMET MOUNT FOR NIGHT VISION MONOCULAR Wilcox G24	EA		24	
Grand Total					

CONTINUATION TO SF-1449
RFQ NUMBER 19ES6027Q0007
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

III. DELIVERY LOCATION AND TIME

A. The Contractor shall deliver all ordered items to the *U.S. Dispatch Agent*. The address is:

11380 NW 34TH STREET

DORAL, FL 33178

UNITED STATES

Attn.: INL SAN SALVADOR

Purchase Order No. _____ (to be determined upon award)

B. The Contractor shall deliver all items not later than 180 business days after the date the order is received.

C. The Contractor shall consolidate the entire shipment to prevent loss and misdirection. **Partial shipments are not allowed.**

D. All Boxes and Airway Bill (AWB) must be marked as “Diplomatic Cargo” The Contractor, in performance of this requirement, shall be licensed by (and in compliance with) U.S. Transportation & Safety requirements. Shipping shall minimally include disconnection of batteries from electrical system, securing loose gear to prevent shifting during shipment, & securing all equipment to prevent movement & damage during shipment. Contractor must remove flammable liquids in accordance with (IAW) ocean/overland transportation regulations & requirements.

E. EXPORT / INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) LICENSE. The items being acquired will be **donated to the government of El Salvador.**

Export Control and ITAR Compliance: Night vision devices, particularly those with Gen 3 image intensifier tubes, are typically controlled under (ITAR) or **Export Administration Regulations (EAR)**. The Contractor shall ensure compliance with all applicable U.S. export control laws, and shall hold any necessary licenses for manufacture, sale, or transfer of these items.

If a shipping export license is required, the items shall not be shipped until necessary export licenses are approved.

F. PACKING AND MARKING

- Improperly marked shipments may be rejected by the Government, and the contractor shall be solely responsible for all costs associated with said deliveries and any required redeliveries. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the “lead” or number one box/carton/package, or individually attached to the outside of each box/carton/package. If you have any problems in complying with these instructions, please let us know in advance.
- All crates/packages must be marked with the following label:
San Salvador-Purchase Order number (to be determined upon award).

IMPORTANT NOTE:

This order is ultimately intended for an overseas destination. If the shipment will involve wood packaging material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: “Guidelines for Regulating Wood Packaging Material in International Trade” (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards will be rejected and must be corrected at the contractor’s expense.

IV. INSPECTION AND ACCEPTANCE

The designated representative of the U.S. Embassy in El Salvador will be responsible for carrying out at least the following checks of the required elements:

- i Quantities
- ii Compliance with the technical specifications offered
- iii Compliance with delivery date
- iv Correct operation of the required elements:
 - Compliance with the requested technical specifications and warranty period as per Statement of Work.
 - The Contractor shall provide the U.S. Government with brand-new products compliant with all specifications described. Refurbished products, or products containing refurbished parts or components, will not be accepted.

Further, the Contractor shall properly perform the pre-delivery inspection on functional performance, including FOM verification, SNR, resolution, IR illuminator function, environmental sealing (IP67) and deliver them to the location set forth under place of delivery, of this Statement of Work.

- The U.S. Government will perform final inspection and acceptance upon arrival of all items at the U.S. Embassy in El Salvador. All delivered equipment must strictly comply with the attached technical specifications.
- Non-Conforming Goods: Any item that does not fully comply with the technical specifications will be rejected and returned at no cost to INL El Salvador. The vendor shall replace non-conforming items promptly and cover all associated shipping and handling costs.
- Inspection & Replacement: The Government retains the right to inspect and test a sample—or all—delivered units. If any units fail to meet requirements, the contractor shall replace them at no extra charge to the Government within 60 business days of receiving written notice.

V. WARRANTY

The Contractor shall provide the following minimum warranty coverage for all delivered units:

Item	Warranty Period
Night Vision Binocular (AN/PVS-31D or equal)	1 year
Night Vision Monocular (AN/PVS-14 or equal)	1 year
Helmet Mount (Wilcox G24 or equal)	5 years

All warranties shall, at minimum, be provided for:

- **Standard Manufacturer Warranty:** A minimum of **one (1) years up to five (5) years**, from date of Government acceptance, covering defects in materials and workmanship for all electronic and mechanical components.
- **Repair/Replacement Turnaround:** The Contractor shall specify a maximum turnaround time (not to exceed 60 business days) for warranty repairs or replacements, including shipping logistics and any applicable shipping cost responsibilities.

- **International warranty:** The Contractor shall have a valid international warranty on the products offered which shall be utilized to coordinate replacement parts and services for the end user to avoid incurring additional expenses.
- **Warranty Exclusions:** The Contractor shall clearly document any warranty exclusions (e.g., damage from misuse, unauthorized modification, or exposure to sustained bright light sources beyond British Standard Pipe (BSP) tolerances).
- **Point of Contact:** The Contractor shall provide a dedicated warranty service point of contact (phone, email) for the duration of the coverage period.

SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

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

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

As prescribed in 29.402-3(b), insert the following clause:

Tax on Certain Foreign Procurements (Date)

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

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

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. 7701](#)(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) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the

absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor—

(i) Is a foreign person; and

(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and

(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall—

(A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). 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.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the 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 clause)

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 this/these address(es): [Acquisition.gov](https://www.acquisition.gov)

(End of clause)

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
52.203-19	PROHIBITION ON REQUIRING CERTAIN CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), WITH <i>ALTERNATE I</i> (NOV 2021)
52.204-90	OFFEROR IDENTIFICATION (JAN 2026)
52.204-91	CONTRACTOR IDENTIFICATION (JAN 2026)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JAN 2026)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARY EXCLUDED.

- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (JAN 2026)
- 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026)
- 52.222-50 COMBATING TRAFFICKING IN PERSON (FEB 2026) , WITH *ALTERNATE I* (DEVIATION DATE)
- 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)
- 52.225-5 TRADE AGREEMENTS (NOV 2023)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2026)
- 52.229-6 TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2026)
- 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
- 52.232-25 PROMPT PAYMENT (FEB 2026)
- 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEMS FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-90 FAST PAYMENT PROCEDURES (FEB 2026)
- 52.233-3 PROTEST AFTER AWARD (JAN 2026)

- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JAN 2026)
- 52.240-91 SECURITY PROHIBITION AND EXCLUSIONS (JAN 2026)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2026)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.204-90 OFFEROR IDENTIFICATION (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)

52.204-91 CONTRACTOR IDENTIFICATION (JULY 2008)

Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is...	Then...
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil 
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts ) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx )

(d) *Communicating changes.* The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase,

legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

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.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-
PRICE) (AUG 1999)

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 B of this contract.

(c) *Invoice Submission.* Invoices shall be submitted in an original and [contracting officer insert appropriate number of copies] to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment".

(d) *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:

<https://mygrants.servicenowservices.com/>

(End of clause)

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 and 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.

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

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

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

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

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

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is

made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

ADDENDUM TO 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 this/these address(es): Acquisition.gov

(End of provision)

THE FOLLOWING FAR SOLICITATION PROVISIONS ARE
INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

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/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM 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 503-2501-2999. 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 the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

1. BASIS FOR AWARD

The Government will issue a single firm-fixed-price purchase order, on an aggregate basis for all line items (CLINs 0001–0003), to the responsible quoter whose quotation:

- is rated Acceptable under all technical subfactors, and
- offers the lowest total evaluated price.

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

Quotations that do not price all CLINs, or that propose partial shipments, will not be considered.

The Government intends to award based on initial quotations, so quoters should submit their best terms.

2. EVALUATION PROCESS

Quotations will be evaluated in the following order:

- **Completeness screening.** Quotations missing required information under paragraph I may be rated Unacceptable without further evaluation.
- **Competitive range.** Quotations will be ranked by total evaluated price, and a competitive range will be established. Only quotations within the competitive range will be considered for further analysis. Quotations that are unreasonably low or high in price will not be disqualified.
- **Technical acceptability.** The Government will determine quoter acceptability by assessing the quoter's compliance with the terms of the RFQ.
- **Price reasonableness and responsibility.** These determinations will be made for the apparent successful quoter.

3. QUOTATION SUBMISSION REQUIREMENTS

Quotations must be submitted in two parts.

Part I – Technical Quotation must include:

- a. Product Identification.** For each CLIN, the manufacturer, model, and part number offered, and a statement of whether it is the brand name product or an "equal" product.
- b. Technical Literature.** Manufacturer specification sheets, product literature, or certifications that show compliance with each salient characteristic in paragraph I. Restating the specifications, or making a general claim of compliance, is not sufficient.
- c. Delivery Statement.**
- d. Inspection and Testing Statement.**
- e. Warranty Statement.**
- f. Export Compliance Statement.**
- g. Packing and Marking Acknowledgment.**

Part II – Price Quotation must include a completed Pricing Schedule with unit and extended prices for each CLIN.

4. TECHNICAL ACCEPTABILITY

Each factor will be rated using the following scale:

Rating	Definition
Acceptable	The quotation clearly shows that it meets every requirement of the subfactor.
Unacceptable	The quotation fails to meet one or more requirements or does not provide enough information to show compliance.

A quotation must be rated Acceptable under all subfactors to be eligible for award.

Factor 1 – Product Compliance (Brand Name or Equal)

Each item offered must meet all of the salient characteristics below.

CLIN 0001 – Lightweight Night Vision Binocular, Qty 9 (*Brand name or equal: AN/PVS-31D (F5032), Elbit Systems of America*)

Salient Characteristic	Minimum Requirement
Image intensifier	Gen 3, 18 mm, gated <u>Pinnacle</u> tubes providing the highest performance and reliability available under all light levels

Salient Characteristic	Minimum Requirement
Field of view	40° nominal
Magnification	1x
Submergibility	66 ft (20 m) for 2 hours
Weight	Approximately 500 g ($\pm$, depending on configuration)
Power / battery life	AA (lithium or alkaline); approximately 24 hours
IR illuminator	Integrated
Diopter adjustment	Fixed: +2 to -2.5; Adjustable: +2 to -6
Focus range	25 cm to infinity
Brightness	Manual adjustment
Tilt function	Vertical viewing without automatic shut-off
Serviceability	Image intensifier tubes serviceable at unit level
Standard	Built to performance specification 284109; MIL-SPEC or equivalent certification
Accessories	Maintenance kit included
Certification	Elbit Certification

CLIN 0002 – Night Vision Monocular, Gen 3 White Phosphor, Auto gated, Qty 20 *(Brand name or equal: AN/PVS-14, L3Harris or Elbit)*

Salient Characteristic	Minimum Requirement
Image intensifier	Gen 3, white phosphor, auto gated
Objective lens	19 mm f/1.26 or 26 mm f/1.2
Magnification / angle of view	1x / 40°
Minimum focus distance	24.9 cm (9.8 in)

Salient Characteristic	Minimum Requirement
Figure of Merit (FOM)	Minimum 1,800
Signal-to-Noise Ratio	28.0 or higher
Resolution	64–72 lp/mm
IR illuminator	Built-in
Gain	Manual gain control
Dioptr adjustment	–6 to +2
Power	1 x AA
Mounting	Tripod mounting thread; handheld or helmet/head mountable; compatible with Wilcox L4 G24 mount
Environmental	Water resistant for maritime use <i>[if required: IP67]</i> ; operating –51 to 48°C; storage –51 to 85°C
Weight	Approximately 352 g (12.4 oz)
Certification	MIL-SPEC or equivalent qualification <i>[OEM tube certification (Elbit or L3Harris) requirement]</i>
Accessories	Maintenance kit included

CLIN 0003 – Helmet Mount for Night Vision Monocular, Qty 24 *(Brand name or equal: Wilcox G24, P/N 28300G24)*

Salient Characteristic	Minimum Requirement
Interface	Dovetail; compatible with dovetail-equipped NVG housings, including CLIN 0002
Breakaway	Releases at approximately 10–12 lbs of force
Adjustment	Height, tilt, and fore/aft, adjustable with one hand
Stowed position	Locks firmly when stowed
Magnets	Yes (for legacy auto-off J-arm)
Weight	<i>[5.86–5.91 oz, or CO alternative: not to exceed 6.0 oz]</i>
Environmental	Water resistant

Salient Characteristic	Minimum Requirement
Color	Black
Certification	MIL-SPEC or equivalent

5. PRICE EVALUATION

(a) Calculation. The total evaluated price is the sum of each CLIN unit price multiplied by its quantity in the Pricing Schedule.

(b) All-inclusive pricing. Prices must be firm-fixed and include all costs to meet the RFQ, including delivery to Doral, FL; pre-delivery inspection and testing; packaging (including ISPM 15); marking; and warranty.

(c) Fair and reasonable price. The Government will determine whether the apparent successful quoter's price is fair and reasonable.

(d) Unacceptable pricing. A quotation may be found unacceptable if its prices are materially unbalanced, or if the price, together with other available information, suggests the quoter cannot perform.

6. RESPONSIBILITY

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

- has adequate financial resources or the ability to obtain them;
- is able to meet the required delivery schedule, considering all existing commercial and governmental 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.

7. AWARD DETERMINATION

The Government will identify the quotation with the lowest total evaluated price that is rated Acceptable under all technical subfactors. If that quoter is determined

responsible and its price is determined to be fair and reasonable, the Government will issue the purchase order to that quoter. If not, the Government may proceed to the next lowest priced technically acceptable quotation.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (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)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING DOSAR PROVISION 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.

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (OCT 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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.