U.S. Embassy *Santiago*
Date: August 03, 2026

Dear Prospective Offeror:

Subject: Request for Proposal **RFP**19C18026R0001

Enclosed is a Request for Proposal (RFP) for ***Conduit installation for moving Post 1***. If you would like to submit a proposal, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

Proposals are due by ***September 04, 2026, at 15:00 hrs. (local time).*** No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to Santiago-GSOProcurement@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.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-1442
2. Section A, Pricing
3. Section L Representations and Certifications
4. Additional information as required in Section J
5. The Offeror shall submit with its offer the IRS Form W-14
https://www.irs.gov/forms-pubs/about-form-w-14
IRS Form W-14 is a tax document used by foreign contractors to claim tax exemptions and avoid an automatic 2% withholding tax on payments received from U.S. federal government contracts. It identifies the foreign party and states why they qualify for a full or partial exemption under trade or tax rules.
6. 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,
Shelton Bowers
Contracting Officer

Enclosure:

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19C18026R0001	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	08/03/2026	1 61

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	PR16179013	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Embassy Santiago Av. Andres Bello 2800, Las Condes Santiago, Chile	180	see item 7.

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Shelton Bowers	56-223303375

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Statement of Work, Section B — "Installation Services // Conduit installation for moving Post 1," dated August 03, 2026.

11. The contractor shall begin performance within 10 calendar days and complete it within 30 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. *(See _____).*

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10 days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 15:00 *(hour)* local time 9/4/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

STANDARD FORM 1442 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.236-1(d)

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

STANDARD FORM 1442 (REV. 12/2022) **BACK**

SECTION A - PRICING

A.1 PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this solicitation, for the firm-fixed price set forth in **Attachment 2, "Breakdown of Price by Divisions of Specifications,"** and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.
The Offeror shall complete the pricing table in **Section I - Attachment 2** of this solicitation in accordance with the instructions provided therein.

A.2 VALUE ADDED TAX

The price shall include a line for tax.

A.3. CURRENCY

All prices shall be in Chilean Pesos (CLP).

A.4. Local Taxes and Social Security

The Contractor is sole responsible for paying all taxes obligations, social security and other taxes and amounts required by law. The Contractor is also sole responsible for paying vacation days, sick days, holidays, compensation insurance, public liability insurance, and any other benefits required by law for the Contractor and employees, and all other benefits promised to the employees by the Contractor, if any.

A.5. Workers' Compensation Insurance

The cost of Workers' Compensation Insurance (Defense Base Act)
(See Section I, FAR 52.228-3) is not reimbursable and shall be included in the Contractor's rates.

A.6. TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency stated in this Section A and the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.
The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION B - STATEMENT OF WORK

DEFINITIONS

For purposes of this Statement of Work, the following terms shall have the meanings set forth below:
Notice to Proceed (NTP): The written notice issued by the Contracting Officer authorizing the Contractor to commence performance under this contract, including but not limited to the preparation and submission of the Pre-Installation Submittals described in Section 6.0. Issuance of the NTP does not authorize the commencement of physical installation work at the site.

Notice to Proceed with Installation (NTP-I): The written notice issued by the Contracting Officer, following the Contracting Officer's Representative's (COR) review and approval of the Pre-Installation Submittals described in Section 6.0, authorizing the Contractor to commence physical installation work at the site. The thirty (30) business day performance period for installation, as specified in Sections 1.3 and 2.2, shall begin upon issuance of the NTP-I.
No installation, core drilling, or other physical work shall commence at the site prior to issuance of the NTP-I, consistent with the requirements of Section 7.1 of this Statement of Work.

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

INSTALLATION SERVICES // Conduit installation for moving Post 1

1.0 INTRODUCTION

1.1 The U.S. Embassy requires the installation of galvanized steel electrical conduit infrastructure to support the relocation and full signal replication of Post 1 operations into Post 2, and future projects.
The scope includes the installation of nine (9) 3-inch-diameter conduits running from Post 1 to Post 2, and four (4) 4-inch-diameter conduits running from Post 1 to the basement, totaling approximately 180 linear meters, routed through the existing vertical HVAC return shaft (connecting floors Basement, 1st and 3rd).
Work includes core drilling through approximately 40 cm thick reinforced concrete structural walls, vertical installation within the shaft, installation of structural supports, installation of pull boxes at each floor transition and installation of an approved flexible conduit system at the building expansion joint separating the two independent structural bodies of the facility.
All conduits shall be installed complete with fittings, supports, and pull strings, ready for cable installation.

The building will remain occupied during installation, and work must be coordinated to minimize disruption to ongoing operations**.**

1.2 The work will take place in floor basement, first and third of the Chancery building within the U.S. Embassy compound. All inspections shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].

1.3 Work shall be completed within thirty (30) business days from the date of the Contracting Officer's **Notice to Proceed with Installation (NTP-I)**. Completion within this period shall constitute full compliance with the Contract schedule requirements. The structure shall remain occupied during the execution of this Purchase Order.
The Contractor shall submit a phasing plan with an installation schedule within ten (10) business days after the Notice to Proceed (NTP), for review and approval by the COR prior to commencement of work at the site. The Contracting Officer will issue the **NTP-I** once the phasing plan has been reviewed and approved (allow up to twenty (20) business days for Embassy review) and any required coordination has been completed. **The thirty (30) business day performance period for physical installation shall begin upon issuance of the NTP-I, and not upon contract award or the initial Notice to Proceed.**
The Contractor may be allowed to overlap phases upon demonstration of sufficient capability to execute the project simultaneously at multiple office suites, subject to the approval of the Contracting Officer (CO).

2.0 GENERAL REQUIREMENTS
2.1 The Contractor shall provide quantity surveyors, installation personnel, equipment, materials, tool and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

2.2 The work shall be executed in a diligent manner in accordance with a firm fixed price and performance period. The period of performance for physical installation of all Phases of the project shall be completed within thirty (30) business days from the date of the Contracting Officer's **Notice to Proceed with Installation (NTP-I)**, which shall be issued following approval of the Pre-Installation Submittals described in Section 6.0 and coordination with the Security Technical Specialist Site visit.

2.3 The Contractor shall have limited access and admission into any structure outside the areas designated for the project except with permission from the Site security Manager (RSO personnel). The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of offices during installation.

2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and installation costs. These documents provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

3.0 GOVERNMENT MATERIAL (GM)

Not applicable.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

4.3 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.4 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.5 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings and the Bureau of Diplomatic Security (DS) may perform quality assurance inspections [QAI] and tests during installation to confirm the work is installed according to the SOW.

4.6 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

4.7 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

4.8 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all installation and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its installation and other services.

5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during installation. The Project Site Manager shall be approved by the COR.

5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed installation shall be easily maintained or replaced with readily available materials and services.

5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

5.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE- INSTALATION REQUIREMENTS

6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.

6.2 Provide a statement that the Contractor’s company and all personnel are experienced in installation of large-diameter galvanized steel conduit systems involving structural core drilling,

vertical shaft installations, and conduit installation across structural expansion joints similar to type and scope required for the work.

6.3 The Contractor shall prepare and submit a Project Safety Plan [PSP] to address the project. The PSP is intended to document the entire project from beginning to end. As part of its proposal, the Contractor shall submit a written commitment to prepare and submit a Project Safety Plan (PSP). Upon award, the PSP shall be reviewed again and shall require the approval of the Contracting Officer's Representative (COR) **prior to issuance of the NTP-I**. The complete PSP shall be submitted to the COR for review and approval at least ten (10) working days prior to the anticipated issuance of the NTP-I.

6.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.

6.5 Submit a Bill of Materials [BOM], product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

6.6 The Contractor shall be a duly licensed and certified electrical contractor in accordance with applicable Chilean regulations.
The Contractor's primary line of business shall be as an electrical installation contractor, with demonstrated experience in the installation of electrical conduit systems.
The Contractor shall demonstrate proven experience in the installation of large-diameter conduit systems (2 inches and above), including projects of similar scope involving structural penetrations and vertical installations.
The Contractor shall be knowledgeable and fully compliant with all applicable Chilean laws, electrical codes, and regulations governing installation and electrical installations.

6.7 Local Presence Requirement
The Contractor shall be a locally established company or have a permanent operational presence in Chile, with the ability to provide timely support, supervision, and response throughout the duration of the project.

7.0 INSTALLATION REQUIREMENTS

7.1 No installation shall begin until the Contracting Officer has issued the **Notice to Proceed with Installation (NTP-I)**, following the COR's review and approval of the Pre-Installation Submittals described in Section 6.0.
7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project.
All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for installation.

7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
7.5 Receipt of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.

7.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing installation, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.

7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.

7.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.

7.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fix all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

7.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
7.12 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

7.13 Landscape Restoration - The surfaces of all unpaved areas disturbed by installation activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by installation activities. Landscape shrubs killed or damaged by installation activities shall be replaced with same species and size.

7.14 Structural Penetrations
Contractor shall perform diamond core drilling through reinforced concrete structural walls approximately 40 cm thick. Drilling locations shall be field-verified and approved prior to execution.

7.15 Expansion Joint Conduit System
Where conduits cross the structural expansion joint between Post 1 and Post 2, Contractor shall install an approved flexible conduit coupling system designed to accommodate seismic and thermal movement. Rigid conduit connections across the expansion joint are strictly prohibited.

7.16 Shaft Installation
Conduit installation shall be performed within the existing continuous vertical HVAC return shaft connecting Floors Basement through 3.
The approximate vertical working height within the shaft is 17 meters.
The Contractor shall provide certified scaffolding or an approved elevated access system suitable for confined vertical shaft work.
All conduit runs shall be installed in accordance with applicable National Electrical Code requirements. The total cumulative bend between pull points shall not exceed 360 degrees. Accessible pull boxes shall be installed as required to comply with this limitation and to facilitate cable installation. Pull boxes shall be located in accessible locations and coordinated with the COR prior to installation.
All conduits shall be properly supported at intervals compliant with applicable electrical codes and securely anchored to structural elements within the shaft. No supports shall be attached to non-structural ductwork components.

7.17 Conduit Preparation
All conduits shall be provided with nylon pull strings and shall be mandrel-tested to ensure they are clear, continuous, and free of obstructions prior to project completion.
All conduits shall be properly identified in accordance with applicable Department color-coding requirements. For DS conduits, identification shall be performed using blue and yellow tape. Blue and yellow (together) tape is the preferred identification method. DS conduits shall be marked at each pull box and at intervals not exceeding 20 feet (6.6 meters) along the conduit run. All other conduit identification and labeling shall be coordinated with the Embassy to confirm system designation and color-coding requirements.
7.18 Restoration of Penetrations and Finishes
All penetrations, openings, and holes created as part of the Work shall be properly patched, sealed, and restored to match the existing adjacent surfaces.
This includes but is not limited to: Mortar and concrete patching, plaster repair, sealants, surface finishing and painting.

All repaired areas shall be restored to a "like-new" condition, matching the existing wall finish in texture, color, and appearance, as approved by the COR.

8.0 CRITERIA

8.1 The Contractor work shall comply with current U.S. codes and standards. It shall follow the Department of State building policies in accordance with the latest editions of the Foreign Affairs Manual (FAM) and the Foreign Affairs Handbook (FAH). The COR will review and comment on the Contractor's submissions using the following codes and standards:

ASTM International Standards
2021 International Building Code (IBC)
2021 International Mechanical Code (IMC)
2021 International Plumbing Code (IPC)
2023 National Electrical Code (NFPA 70)
Foreign Affairs Manual (FAM)
Foreign Affairs Handbook (FAH)

9.0 DELIVERABLE SCHEDULE

9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

9.2 Milestones:

Milestone	**Timing**
Award of Contract	15 September, 2026
Notice to Proceed (NTP) issued	Upon contract award
Pre-Installation Submittals due	10 business days after NTP
Embassy Submittal Review	20 business days after receipt of submittals
Notice to Proceed with Installation (NTP-I)	Upon COR approval of Pre-Installation Submittals
Installation Begins	Upon issuance of NTP-I
Installation Complete	30 business days after NTP-I

9.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed. Upon completion of the work, the Contractor shall prepare and submit accurate as-built drawings reflecting the final installed condition of the project.

As-built drawings shall include, at a minimum: Final conduit routing from Post 1 to Post 2, pull box locations, support and anchoring details, expansion joint flexible connection details, any deviations from the approved installation drawings.
Drawings shall be submitted in both electronic (PDF and editable format) and hard copy formats.

10.0 PROJECT SECURITY

10.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

10.2 The Contractor shall submit this information including installation vehicle requirements within 10 days of the Notice to Proceed (NTP).

11.0 PAYMENTS

11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

11.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

11.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK

SECTION C - PACKAGING AND MARKING

All materials shall be delivered by the Contractor to the site on the dates and times stated by the Contracting Officer Representative (COR).

SECTION D - INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.
The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1. Progress Reports

The Contractor shall submit work progress reports to the COR. Each report shall provide a comprehensive account of project status and include the following elements:

(a) **Work Performed and Schedule Compliance** - A detailed description of all work completed during the reporting period, comparing actual progress achieved against the planned schedule to identify any delays or deviations from the timeline.

(b) **Inspection Observations** – A summary of all inspections conducted, including findings, observations, and any issues identified during site visits or quality control reviews.

(c) **Problems and Resolutions** – Documentation of any difficulties, irregularities, or obstacles encountered during the work, along with the specific actions taken to resolve these issues and prevent recurrence.

(d) **Corrective Measures** – Description of measures implemented to improve work conditions, enhance quality, or address deficiencies identified in previous reports or inspections.

(e) **Recommendations** – Professional recommendations for improving project execution, addressing potential risks, or optimizing work processes.

(f) **Upcoming Activities** – A detailed forecast of all activities, tasks, and milestones planned for the upcoming week, enabling the COR to anticipate resource needs and coordinate with Embassy staff.

The Contractor shall promptly correct all shortcomings, deficiencies, and substandard conditions noted in the progress reports or identified during inspections at no additional cost to the Government.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,

- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION E - DELIVERIES AND PERFORMANCE

E.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the **Notice to Proceed with Installation (NTP-I)**,

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use not later than 30 business days after the **Notice to Proceed with Installation (NTP-I)**, as defined in Section B, Definitions.

The time stated for completion shall include final cleanup of the premises.

E.2 LIQUIDATED DAMAGES

E.2.1 52.211-12 Liquidated Damages - Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of $50 U.S. Dollars for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.2.2 ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions.

E.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **ten (10)** calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 WORKING HOURS

All work shall be performed during working hours from 9:00 a.m. to 5:00 p.m. Monday through Friday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.5. NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor’s notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule, or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

E.6 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

(1) Acts of God or of the public enemy,

(2) Acts of the United States Government in either its sovereign or contractual capacity,

(3) Acts of the government of the host country in its sovereign capacity,

(4) Acts of another contractor in the performance of a contract with the Government,

(5) Fires,

(6) Floods,

(7) Epidemics,

(8) Quarantine restrictions,

(9) Strikes,

(10) Freight embargoes,

(11) Delays in delivery of Government furnished equipment, and

(12) Unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

(13) Must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,

(14) Cannot be overcome by reasonable efforts to reschedule the work, and

(15) Directly and materially affects the date of final completion of the project.

E.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the

work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.8 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at U.S. Embassy Santiago, Avda Andrés Bello 2800, Las Condes to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:

Description	**Quantity**	**Deliver Date**	**Linked Milestone**	**Deliver To**
Section D.1 Progress Reports	1	As per agreement with the COR	Continuous (Post-NTP-I)	COR
D.2.4 Request for Final Acceptance	1	5 days before inspection	NTP-I (end of installation)	COR
E.3. Construction Schedule	1	10 days after NTP	NTP	COR
E.3.(c) Updates to Construction Schedule	1	As per agreement with the COR	Continuous (Post-NTP)	COR
E.4.3. Deviation of Working Hours	1	No later than 24 hours in advance of need	Continuous (During Installation, Post-NTP-I)	COR
E.8. Pre-Construction Conference	1	10 days after NTP	NTP	CO / COR
G.1.2. Performance/Payment Protection	1	10 days after NTP	NTP	CO
G.10. Safety Plan	1	With Proposal; final approval required prior to issuance of	NTP (submission) / NTP-I (final	CO / COR

Description	Quantity	Deliver Date	Linked Milestone	Deliver To
		the NTP-I, per SOW Section 6.3	approval)	
G.2.3. Evidence of Insurance	1	10 days after NTP	NTP	CO
G.3.1.2. As-built Drawings and Warranties	1	After final completion but before final acceptance	NTP-I (30 business days after)	COR
G.5.2. Biographic Data on Personnel	1	10 days after NTP	NTP	COR

SECTION F – CONTRACT ADMINISTRATION DATA

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 COR will be designated in writing by the Contracting Officer at the time of award.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

All invoices shall be submitted via email to:
DBO-Santiago@state.gov
Must be original PDF electronic invoice (no scanned copies).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Billing Information:
Embajada de los Estados Unidos de América
RUT: 69.902.100-8
Address: Avda Andrés Bello 2800, Las Condes
Business Activity: Diplomatic Mission

Each invoice must include, at a minimum: the contract number, invoice number and date, period of performance covered, itemized description of goods/services provided, and total amount due. Invoices submitted without the required information may be returned for correction, which may delay payment.

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. (***bank guarantees to be used***).

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**US$88,000**
Cumulative	**US$155,000**
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**US$88,000**
Cumulative	**US$155,000**

G.2.2 Minimum Insurance Coverage

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

G.2.4 Indemnification and Hold Harmless

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.5 Materials and Equipment Insurance

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.6 Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 05 days to perform. For each individual, the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

SECTION H - CLAUSES

H.1. 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. 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.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (NOV 2021)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (NOV 2025)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (NOV 2025)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (NOV 2025)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) ALTERNATE I
52.215-2	AUDIT AND RECORDS-NEGOTIATION (NOV 2025
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (NOV 2025)
52.216-7	ALLOWABLE COST AND PAYMENT (NOV 2025)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (NOV 2025)

52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2025)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2025)
52.225-5	TRADE AGREEMENTS (NOV 2023)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (APR 2026)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (NOV 2025)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-32	PERFORMANCE–BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.233-1	DISPUTES (NOV 2025) ALTERNATE I (NOV 2025)
52.233-3	PROTEST AFTER AWARD (NOV 2025)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (NOV 2025)
52.236-2	DIFFERING SITE CONDITIONS (JUL 2025)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JUL 2025)
52.236-5	MATERIAL AND WORKMANSHIP (JUL 2025)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (JUL 2025)
52.236-7	PERMITS AND RESPONSIBILITIES (JUL 2025)
52.236-8	OTHER CONTRACTS (JUL 2025)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JUL 2025)
52.236-10	OPERATIONS AND STORAGE AREAS (JUL 2025)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (JUL 2025
52.236-12	CLEANING UP (JUL 2025)
52.236-13	ACCIDENT PREVENTION (JUL 2025)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (JUL 2025)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (JUL 2025)
52.236-16	QUANTITY SURVEYS (JUL 2025)
52.236-17	LAYOUT OF WORK (JUL 2025)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2025)
52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (NOV 2025)
52.242-13 BANKRUPTCY (JULY 1995)
52.242-14 SUSPENSION OF WORK (APR 1984)
52.243-4 CHANGES (JUN 2025)
52.243-5 CHANGES AND CHANGED CONDITIONS (JUN 2025)
52.245-1 GOVERNMENT PROPERTY (SEP 2021)
52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9 USE & CHARGES (APR 2012)
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) ALTERNATE I (SEPT 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14 EXCUSABLE DELAYS (APR 1984)

H.2. CLAUSES INCORPORATED IN FULL TEXT

The following federal acquisition clauses (far) are set forth in full text:

H.2.1 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (NOV 2025)

(c) 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 period of 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.

(d) 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.

(e) 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.

(f) 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.

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

(End of clause)

H.3 DEPARTMENT OF STATE REGULATIONS (DOSAR)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

H.3.1 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail. Contractor personnel must take the following actions to identify themselves as non-federal employees:

(a) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

(b) Clearly identify themselves and their contractor affiliation in meetings;

(c) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

(d) Contractor personnel may not utilize Department of State logos or indicia on business cards.

H.3.2 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(a) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

(End of clause)

H.3.3 652.215-70 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).

(End of clause)

H.3.4 652.225-7 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS 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:

(b)

(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.

(c) 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)

H.3.5 652.229-71 Personal Property Disposition at Posts Abroad (Aug 1999)

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

(End of clause)

H.3.6 652.236-70 Additional Safety Measures (Oct 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High risk activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and health requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR part 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap reporting.* The contractor is required to report *immediately* all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work *performed* under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The *plan* required by paragraph (f) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and *Health* Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

H.3.7 652.237-72 Observance of Legal Holidays and Administrative Leave (Feb 2015)

(a) The Department of State observes the following days*as holidays:

New Year's Day	U.S. & Chilean
Martin Luther King's Birthday	U.S.
Washington's Birthday	U.S.
Good Friday	Chilean
Labor Day	Chilean
Navy Glories Day	Chilean
Memorial Day	U.S.
Juneteenth	U.S.
Independence Day	U.S.
Virgen del Carmen	Chilean
Asunción de la Virgen	Chilean
Labor Day	U.S.
Independence Day	Chilean
Columbus Day	U.S. & Chilean
Veterans Day	U.S.
Thanksgiving Day	U.S.
Immaculate Conception	Chilean
Christmas Day	U.S. & Chilean

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(a) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

H.3.8 652.242-73 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.

(End of clause)

H.3.9 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the

address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

(End of clause)

SECTION I - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	*Guide NCAGE and SAM Registration*	1

ATTACHMENT 1 – SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]
Contracting Officer
U.S. Embassy Santiago Chile
[Mailing Address]
Letter of Guaranty No. _____
SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[*Insert amount equal to 40% of the contract price in U.S. dollars during the period ending with the date of final acceptance, and 10% of the contract price during contract guaranty period*]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[*Insert contract number*]** for **[*Insert Service*]** at **Santiago Chile** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[*Insert name of contractor*]** of **[*Insert address of contractor*]** on **[*Insert contract date*]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [name]
Address:
Representatives:

Location:
State of Inc.:
Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT 2 – BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

The Offeror shall complete the table below with the specific materials, quantities, and labor/installation items necessary to fully perform the work described in Section B, Statement of Work.

Currency: Chilean Pesos (CLP)

Item	Description (Materials)	Description (Labor/work)	Quantity	Unit	Unit Price ($CLP)	Total Value ($CLP)
1						
2						
3						
4						
Subtotal Materials						
Subtotal Labor						
Subtotal Insurance						
Subtotal Overhead						
Subtotal Profit						
Net Subtotal ($CLP)						

VAT (IVA - 19%) ($CLP)	
GRAND TOTAL (TAX INCLUDED) ($CLP)	

ATTACHMENT 3 – GUIDE FOR NCAGE AND SAM REGISTRATION

Background

To be eligible for an award, all prospective Offerors shall have a SAM Unique Entity ID; a Commercial and Government Entity (Cage) (for American companies) or a North Atlantic Treaty Organization (NATO) = (NCAGE) Code (for international companies), and an active registration in System for Award Management (SAM). Refer to FAR 4.605(b).
International companies have had trouble registering in SAM. One of the most common issues is inaccurate address validation. SAM first validates the addresses entered when requesting NATO Commercial and Government Entities (NCAGE) and unique entity ID match. If SAM.gov cannot validate your entity, you can create a help ticket with the Federal Service Desk at www.fsd.gov.

NOTE: it is very important that each company/entity register with their fiscal company name and address in NCAGE as well as in SAM and without misspelling/typos. The information shall match and be the same on all registrations, if not, the process will take much longer.

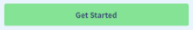
NATO Commercial and Government Entity (NCAGE) Code:

Foreign entities shall obtain an NCAGE code for each Unique Entity ID they plan to register in SAM, before starting the registration process. Make sure the name and address information provided to obtain the NCAGE code matches that of the Unique Entity ID. Allow up to three (3) business days to receive the NCAGE code.
The direct link NCAGE Request Tool is:
NATO Codification System - AC135

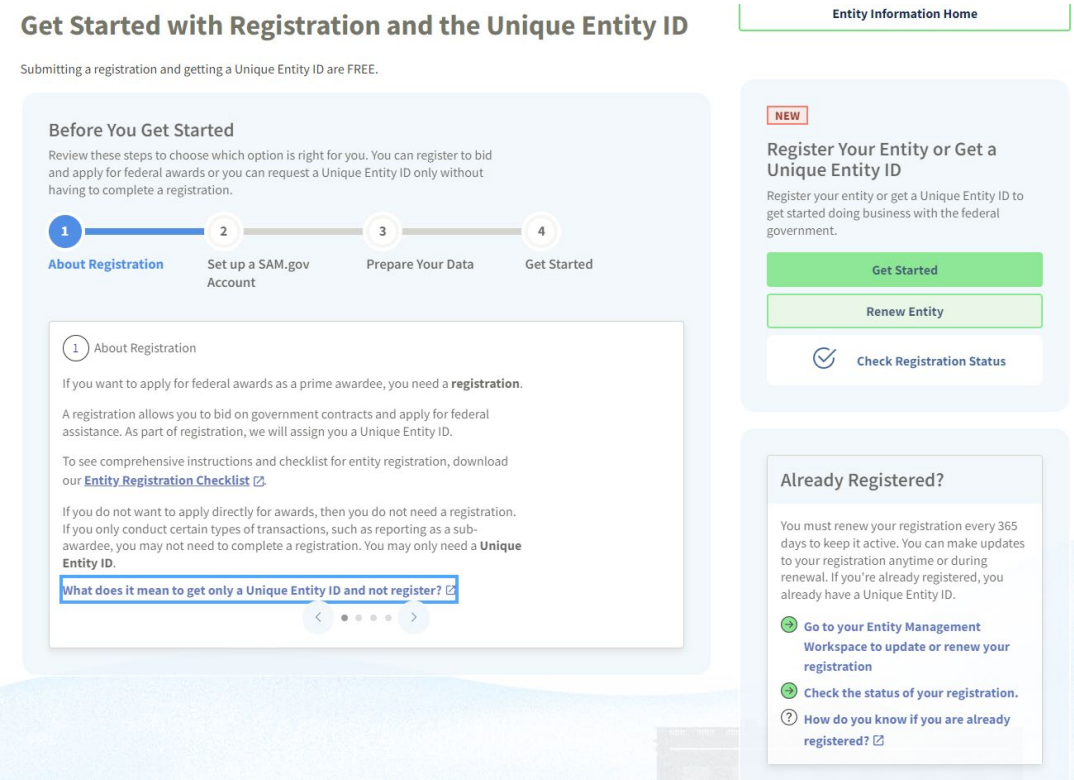
Unique Entity ID

On **April 4, 2022**, the federal government stopped using the DUNS number to uniquely identify entities. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government. the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).
The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov. Therefore, any entity (contractor, corporation, partnership, organization, or individual) wishing to do business with the federal government under a Federal Acquisition Regulation (FAR) based contract, or anyone applying for federal grants, cooperative agreements, or other forms of federal financial assistance through Grants.gov, must be registered in SAM.gov. Overseas federal acquisition awards up to $30,000 are granted an exception.
Current SAM.gov registrants have already been assigned their Unique Entity Identifier and can view it within SAM.gov; there is no further action required. Existing registered entities can find their Unique Entity ID by following the steps here.
After April 4, 2022, entities registering in SAM.gov will no longer have to go to Dun & Bradstreet and acquire a DUNS number.

System for Award Management (SAM)

Offerors must register the entity in SAM at – SAM.gov | Entity Registrations
Please allow plenty of time before the contract application deadline. Allow up to 10 business days after submission before the registration is active in SAM.
See SAM Entity Registration Checklist to know more about the information that will be requested during your registration.
Note to Offerors: Opening an account at sam.gov does not mean that you are registered. You need to click on 

and follow the system guidance to complete the registration.



If you completed or started your registration before May 2021, please note that sam.gov has changed. Please see the main changes description in the following link: https://www.fsd.gov/gsafsd_sp?id=kb_article&sys_id=1cb691e91bfaa8d02fe5ed7ae54bcb0d

5. Federal Service Desk

For further guidance and help please contact the Federal Service Desk at https://www.fsd.gov
Live Chat
Web Form
Call

SECTION J – INSTRUCTIONS ON HOW TO SUBMIT A PROPOSAL

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English.

(2) Have an established business with a permanent address and telephone listing in Chile or plans to establish an office within 30 days of contract award.

(3) The Offeror shall provide proof of SAM registration to include the SAM UEI number.

(4) Have the necessary personnel, equipment and financial resources available to perform the work.

(5) Have all licenses and permits required by local law.

(6) Meet all local insurance requirements by submitting: (i) a copy of the Certificate of Insurance(s), or (ii) a statement that the Contractor will obtain the required insurance, including the name of the insurance provider to be used.

(7) In addition to the resources described in paragraph (4) above, identify the specific types and quantities of equipment, supplies, and materials required for performance of services under this contract. Identify whether the Offeror already possesses the listed items and their condition/suitability; if not already possessed or inadequate for use, describe how and when the items will be obtained.

(8) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

(11) Provide a list of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (providing dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

(12) Site Visit & Firm-Fixed-Price Proposal — Confirmation of site examination and a firm-fixed-price proposal covering all work.

(13) In addition to the general licensing requirement in paragraph (5) above, the Offeror shall submit documentation demonstrating that it is a duly licensed and certified electrical contractor in accordance with applicable Chilean regulations, and shall attest, in writing, to full compliance with all applicable Chilean laws, electrical codes, and regulations governing electrical installations.

(14) The Offeror shall demonstrate, through project references or supporting documentation, that its primary line of business is as an electrical installation contractor, with proven experience in the installation of electrical conduit systems.

B. SUBMISSION OF PROPOSALS

This solicitation is for the performance of the construction services described in the Statement of Work (Section B), and the Attachments which are a part of this request for Proposal

B.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes. This solicitation allows for electronic submission of documents. However, it is necessary to send separate volumes either in 3 different submissions or in 3 different folders/files.

Volume	Title	Number of Copies*
I	Standard Form 1442, including a completed Attachment 2 (Section I), "Breakdown of Price by Divisions of Specifications"	1
II	Performance schedule, and Business Management/Technical Proposal, including all documentation required under Section J.A, Qualifications of Offerors (items 1 through 14)	1
III	Section L, Representations, Certifications and Other Statements	1

In addition to the volumes identified above, and consistent with the cover letter accompanying this solicitation, the Offeror shall submit:

(1) IRS Form W-14 (available at: https://www.irs.gov/forms-pubs/about-form-w-14); and

All proposals shall be submitted electronically to Santiago-GSOProcurement@state.gov, in MS-Word 2007/2010, MS-Excel 2007/2010, or Adobe Acrobat (PDF) file format. Each file shall not exceed 30MB; if the total submission exceeds 30MB, the Offeror shall divide the submission into separate files, each under 30MB, and attach them to separate emails.
Proposals must be written in English. Incomplete proposals, or proposals missing any of the required volumes or supporting documents identified above, will not be considered.

Proposals are due no later than ***September 04, 2026, at 15:00 hrs. (local time)***. No proposals will be accepted after this date and time.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for: ***August 12, 2026, at 10:00 a.m. (local time*).**

(c) Participants will meet at: **U.S. Embassy Santiago, Avda Andrés Bello 2800, Las Condes**

(d) To arrange access to the premises, all attendees must submit the following information via email to: Santiago-GSOProcurement@state.gov ***no later than August 10, 2026.***

(e) Full name:
(f) National ID number (RUT):
(g) Nationality:
(h) Vehicle license plate number and make.

D. QUESTIONS & ANSWERS

1. Questions related to this Solicitation shall be submitted in writing and in **English** language to the following e-mail address: Santiago-GSOProcurement@state.gov,

2. Questions shall refer to the page number, section, paragraph and sentence of the solicitation to prevent confusions.
1. The deadline to submit a question is ***Monday August 10, 2026, before 13:00 hours***, local time.
2. Following the questions deadline, all prospective offerors will be able to download all questions submitted via e-mail, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued and posted.

D.1 QUESTIONS AND ANSWERS DURING THE SITE VISIT
The Government will try to answer all questions submitted before the Site Visit. Attendees may also ask additional questions during the site visit; however, if any answer requires further research, there is no guarantee that the question will be answered at that moment.

D.2 GOVERNMENT STATEMENTS DURING PRE-QUOTE CONFERENCE
Government's statements at the site visit shall not be considered to be a change to the solicitation unless a written amendment is issued.

E. MAGNITUDE OF CONSTRUCTION PROJECT

As per FAR 36.204, it is anticipated that the range in price of this contract will be: Between $25,000 and $100,000.

F. LATE PROPOSALS. Late proposals shall be handled in accordance with FAR.

G. 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. 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.

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

H. CLARIFICATION OF SF-1442

The following clarifications apply to the SF-1442 cover sheet accompanying this solicitation:
(a) **Time for Completion.** References to "calendar days" for the completion period on the SF-1442 shall be read as "business days," consistent with Sections 1.3 and 2.2 of the Statement of Work (Section B).
(b) **Notice to Proceed.** References to "Notice to Proceed" on the SF-1442 shall be understood as the "Notice to Proceed with Installation (NTP-I)," as defined in Section B, Definitions.

In the event of any conflict between the SF-1442 and the clarifications set forth in this Section J.H, the provisions of this Section J.H shall govern.

SECTION K - EVALUATION CRITERIA

Award will be made to the lowest-priced, acceptable, responsible Offeror whose proposal conforms to the requirements of this solicitation. The Government reserves the right to reject any proposal that is unreasonably low or unreasonably high in price.

K.1 Acceptability

The Government will determine the acceptability of each proposal by assessing the Offeror's compliance with the terms, conditions, and requirements of this solicitation, including but not limited to:

(a) Compliance with the Qualifications of Offerors set forth in Section J.A, including licensing, insurance, SAM registration, and demonstrated experience in electrical conduit installation; (b) Completeness of the proposal package, including all required volumes and supporting documentation identified in Section J.B; (c) Conformance of the technical/business management proposal with the requirements of the Statement of Work (Section B), including the proposed phasing plan and installation schedule; and (d) Completion of Section L, Representations, Certifications and Other Statements.

K.2 Responsibility

The Government will determine the responsibility of the apparent low, acceptable Offeror in accordance with FAR 9.1, including, but not limited to, whether the Offeror has:

- The ability to comply with the required performance period specified in the Statement of Work, taking into consideration all existing commercial and governmental business commitments;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, licensing, and technical skills
- The necessary equipment and facilities, or the ability to obtain them; and
- Otherwise, qualified and eligible to receive an award under applicable laws and regulations.

K.3 Basis of Award

Award will be made without discussion, based on initial proposals, to the responsible Offeror submitting the lowest-priced proposal determined to be acceptable in accordance with K.1 and K.2 above. The Government reserves the right to conduct discussions with Offerors in the competitive range if the Contracting Officer determines it is necessary to do so.

SECTION L – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

L.1 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
   i. Those prices;
   ii. The intention to submit an offer;, or
   iii. The methods or factors used to calculate the prices offered.

2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
2.
   i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ **[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];** and
   ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
   iii. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

a. Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
b. Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
c. Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
d. Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
e. Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

L.3 52.204-3 Taxpayer Identification (Oct 1998)

a. Definitions:

"Common parent", as used in this provision, 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.

“Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b. All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

c. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

d. Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

e. 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
	Other:

f. Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

L.4 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations—Representation (Apr 2026)

a. *Definition*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (*52.209-10*).

b. *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at *26 U.S.C. 7874*.

c. *Representation*. By submission of its offer, the offeror represents that—

1. It is not an *inverted* domestic *corporation*; and

2. It is not a subsidiary of an *inverted* domestic corporation.

(End of provision)

L.5 52.209-5 Certification Regarding Responsibility Matters (Apr 2026)

(a)

1. The Offeror certifies, to the best of its knowledge and belief, that—

i. The Offeror and/or any of its Principals–

A. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

B. Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

C. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

D. Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

1. Federal taxes are considered delinquent if both of the following criteria apply:

i. *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

ii. *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

2. Examples.

i. The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

ii. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

iii. The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

iv. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
e. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

L.6 52.209-13 Violation of Arms Control Treaties or Agreements – Certification (Nov 2021)

a. This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

b. Certification. [Offeror shall check either (1) or (2).]

1. ☒ The Offeror certifies that–

i. It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

ii. No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available

at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

2. ☐ The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

c. Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

1. Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

2. If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

   i. An inability to certify compliance.

   ii. An inability to conclude compliance.

   iii. A statement about compliance concerns.

3. If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

4. The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

d. Do not submit an offer unless—

1. A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

2. In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

i. Waived application under 22 U.S.C. 2593e(d) or (e); or

ii. Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

e. *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

L.7 52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (Apr 2026)

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—

6. A court within the United States is able to exercise primary supervision over the administration of the trust; and

7. 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**)**

L.8 Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

_____

Telephone No.: _____

L.9 THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.228-17 Individual Surety—Pledge of Assets (Bid Guarantee) (Feb 2021)