U.S. Embassy Nepal
Date: 18-June-2026

Dear Prospective Quoter:

Subject: Request for Quotations number 19NP4026Q0022

Enclosed is a Request for Quotations (RFQ) for providing of Preventive Maintenance Services of New Water Treatment Plant (Chlorine and Chlorine Dioxide Component) to the U.S. Mission. The equipment is manufactured by Dioxide Pacific. The contractor shall provide all logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions necessary for the maintenance of these systems.

The anticipated performance period is for a base year, with four one-year option periods, if exercised by the Government. All responsible sources may submit a quotation, which will be considered.

If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

All queries related to this solicitation must be submitted by 04:59 pm Kathmandu local time on 09-July-2026.

Quotations are due by 20-July-2026 (1659 Hrs Kathmandu local time). No quotations will be accepted after this time. Quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to KTMContracts@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 20MB. If the file size should exceed the 20MB, the submission must be made in separate files and attached to separate emails with less than 20MB each.

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

1. SF-1449
2. Section 1, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
5. Proof of SAM Registration

Notwithstanding FAR 4.203-1(b)(5)(ii), the Contracting Officer has determined that it is in the best interest of the U.S. Government that offerors be registered in the SAM (System for Award Management) database at https://www.sam.gov at the time of submitting a proposal.

Sincerely,

Albina Collingham
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: PR15968809

PAGE 1 OF 2

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 19NP4026Q0022

6. SOLICITATION ISSUE DATE: 6/18/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Vineet Chaudhary

b. TELEPHONE NUMBER *(No collect calls)*: 014234594

8. OFFER DUE DATE/ LOCAL TIME: 7/20/2026 1659 Hrs

9. ISSUED BY — CODE:

US Embassy Nepal
Bramha Cottage, Narayan Gopal Sadak,
Maharajgunj, Kathmandu

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE:

American Embassy Kathmandu
Attn: General Services Officer
Maharajgunj, Kathmandu ktmcontracts@state.gov

16. ADMINISTERED BY — CODE:

General Services Officer, US Embassy Nepal
Bramha Cottage, Narayan Gopal Sadak,
Maharajgunj, Kathmandu

17a. CONTRACTOR/ OFFEROR — CODE: ____ FACILITY CODE: ____

TELEPHONE NUMBER:

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

18a. PAYMENT WILL BE MADE BY — CODE:

Financial Management Officer
US Embassy Nepal
Bramha Cottage, Narayan Gopal Sadak,
Maharajgunj, Kathmandu
kathmanduinvoices@state.gov

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Prev. Maintenance Services as per SOW - Base Year	1	All		
2	Prev. Maintenance Services as per SOW - Option Year 1	1	All		
3	Prev. Maintenance Services as per SOW - Option Year 2	1	All		
4	Prev. Maintenance Services as per SOW - Option Year 3	1	All		
5	Prev. Maintenance Services as per SOW - Option Year 4	1	All		
6	VAT (only if applicable)	1	All		
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19NP4026Q0022
PRICES, BLOCK 23

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

I. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price purchase order is for Preventive Maintenance Service Contract for the electrochemical chlorine and chlorine dioxide generator systems installed at the Singh House Compound, U.S. Embassy Kathmandu, Nepal. These systems are manufactured by Dioxide Pacific.in accordance with Attachment 1.

B. The contract will be for a one-year period from the date of the contract award, with a maximum of four one-year options.

C. There will be one visit per year.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

1. Performance Objectives and Standards

Performance Objective	SOW Reference	Performance Threshold / Acceptable Quality Level (AQL)
Annual On-Site Preventive Maintenance	SOW Sections 13.4, Exhibit A §IV	Annual visit completed within the contract period; all tasks per manufacturer specifications for Dioxide Pacific CDE-10, HGB-2.5, and SEKO Spring MS1B pumps fully documented. No more than one (1) valid customer complaint per contract year.
Monthly Remote Support – Data Review	SOW Section 13.3, Exhibit A §IV (Monthly)	Contractor responds to Embassy-submitted monthly equipment performance data within 48 hours; urgent equipment issues responded to within 24 hours; emergency situations responded to within 4 hours.
Service Report Submission	SOW Sections 7.9.6, 13.9, Exhibit A §IV.D	Typewritten service report submitted in English within 5 business days of each on-site maintenance visit; signed by lead technician and contractor representative; delivered to COR with copy to PCO.
Equipment Performance Standards Post-Maintenance	SOW Exhibit A §IV.G	All equipment returned to full operational status: CDE-10 producing rated capacity (189 g/h); HGB-2.5 producing rated capacity (47.2 g/h); all dosing pumps calibrated within ±5% of setpoint; all sensors calibrated; all alarms and safety systems operational; zero leaks at any connections.
Personnel Qualifications & Authorization	SOW Sections 7.9.4, 7.9.5	Technician resumes and training documentation submitted within 20 days of Notice to Proceed; OEM authorization letter from Dioxide Pacific

Performance Objective	SOW Reference	Performance Threshold / Acceptable Quality Level (AQL)
		submitted prior to commencement of work.
Quality Control Process	SOW Sections 7.9.3, 9.2	Contractor maintains an agreed-upon quality control process for the duration of the contract; Embassy access to quality control system and subcontractor quality systems provided upon request.
Spare Parts and Consumables	SOW Exhibit A §IV.F	All manufacturer-recommended replacement parts (electrodes, gaskets, seals, sensors, diaphragms, check valves, O-rings, tubing) provided during annual PM visit; only OEM or approved equivalent parts used.
Operator Training – On-Site	SOW Sections 13.7, 13.7.2, Exhibit A §IV.E	Minimum 1 day of on-site training provided during annual visit; training completion documented and submitted to COR.
Operator Training – Online	SOW Sections 13.7, 13.7.1, Exhibit A §IV.E	Minimum 8 hours of online manufacturer-provided training arranged annually; training completion certificates provided to COR.
Test Equipment Calibration	SOW Section 10.1, Exhibit A §IV.A–B	Calibration certificates provided for all test equipment and sensors used; all equipment, chemicals, and testing procedures approved in writing by COR prior to use.
Safety, Health & Environmental Compliance	SOW Sections 11, 14, Exhibit A §IV.A–C	All work conforms to OEM instructions, NSF/ANSI, AWWA, NFPA, UL, IEEE, NEMA, OSHA, EPA, SDS Regulations, ASTM International D Standards, and

Performance Objective	SOW Reference	Performance Threshold / Acceptable Quality Level (AQL)
		DOS SHEM requirements; PPE worn at all times on Embassy property.
Standards of Conduct	SOW Section 14.3	Contractor employees maintain satisfactory standards of competency, conduct, cleanliness, appearance, and integrity at all times; no intoxicants or narcotics on Embassy premises.
Document and Data Control	SOW Sections 7.6, 7.7	All deliverables, documents, photos, and electronic media submitted to the Government upon completion of each service visit; no unauthorized duplication or distribution of Government documents.

2. SURVEILLANCE –

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
Surveillance methods to be used by the COR include:

- Periodic Inspection: Review of monthly equipment performance data submitted by Embassy Facilities staff and forwarded to the Contractor, and review of Contractor's written responses.
- On-Site Observation: Direct observation during the annual on-site preventive maintenance visit.
- Documentation Review: Review of all service reports, calibration records, training certificates, parts replacement logs, and before/after photographs submitted by the Contractor.
- Customer Feedback: Collection and documentation of feedback from Embassy Facilities staff and the Post Control Officer (PCO) regarding Contractor performance.

3. STANDARD –

The performance standard is that the Government receives no more than one (1) valid customer complaint per contract year for any given performance objective. The COR shall notify the Contracting Officer of complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions – Commercial Products and Commercial Services, if applicable, or the applicable inspection clause in the contract).

4. PROCEDURES –

(a) If any Government personnel observe unacceptable services — either incomplete work or required services not being performed — they should immediately contact the COR.
(b) The COR will complete appropriate documentation to record the complaint or observation.
(c) If the COR determines the complaint is invalid, the COR will advise the complainant and retain the annotated copy for the file.
(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
(e) If the Contractor disagrees with the complaint after investigation and challenges the validity, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
(f) The COR will consider complaints as resolved unless notified otherwise by the complainant.
(g) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

5. DOCUMENTATION AND REPORTING –

- The COR will maintain records of all surveillance activities, findings, and communications.
- The Contractor must submit a detailed service report after each annual on-site visit, including: executive summary, all maintenance activities performed, deficiencies identified, corrective actions taken, parts replaced (with part numbers and quantities), calibration results, before/after photographs, and updated maintenance schedules.

- The Contractor must submit monthly written responses to Embassy-provided equipment performance data within 48 hours of receipt.
- All deliverables must be logged and tracked by the COR for timely submission and approval.
- Training completion certificates for both on-site and online training must be submitted to the COR following each training event.
- The Contractor must submit manufacturer specifications, SDS sheets, and equipment cut sheets for all equipment and chemicals used, in English, prior to use.

Any loss or compromise of sensitive information must be reported immediately to the CO, COR, and RSO.

6. REVIEW AND UPDATES –

This QASP will be reviewed annually or as needed to ensure continued relevance and effectiveness. The COR is responsible for initiating reviews and coordinating any updates with the Contracting Officer.

II. PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-3 and 52.228-5), overhead, profit and VAT (if applicable).

The Contractor shall provide the services shown below and continuing for a period of 12 months for each contract year as exercised.
The contractor shall include VAT as a separate charge on the invoice and as separate line items.

Pricing must be in NPR or USD. Please specify here. ○ NPR ○ USD

CLIN	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Preventive Maintenance Services: Electrochemical Chlorine Generator, Chlorine Dioxide Generators and Dosing Pumps conducted annually Base Year – Visit 1	1	Each		
2	Preventive Maintenance Services: Electrochemical Chlorine Generator, Chlorine Dioxide Generators and Dosing Pumps conducted annually Option Year 1 – Visit 2	1	Each		
3	Preventive Maintenance Services: Electrochemical Chlorine Generator, Chlorine Dioxide Generators and Dosing Pumps conducted annually Option Year 2 – Visit 3	1	Each		
4	Preventive Maintenance Services: Electrochemical Chlorine Generator, Chlorine Dioxide Generators and Dosing Pumps conducted annually Option Year 3 – Visit 4	1	Each		
5	Preventive Maintenance Services: Electrochemical Chlorine Generator, Chlorine Dioxide Generators and Dosing Pumps conducted annually Option Year 4 – Visit 5	1	Each		
				Total Amount	
				VAT	
				Total Amount For The Entire Contract	

Repair option. Major Repairs are NOT included under this agreement and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. Any necessary repairs or parts will be submitted for approval and then billed against a separate purchase order (PO). The Contractor is not approved to do any additional work without approval.

Repair Labor Hourly Rates:	
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	

Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a four-hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below.
Emergency Service Rates will be billed hourly.

Emergency Service Hourly Rates:	
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	

III. VALUE ADDED TAX

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

SECTION 2 - CONTRACT CLAUSES

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

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

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

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

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

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury

Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

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

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

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

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the

imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov or Revolutionary FAR Overhaul. Note that 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, Microsoft Bing or Yahoo) to obtain the latest location of the most current FAR.

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

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (JAN 2026)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2026)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS MAINTENANCE (JAN 2026)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2026)
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
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)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.232-90	FAST PAYMENT PROCEDURE (FEB 2026)
52.233-3	PROTEST AFTER AWARD (JAN 2026)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JAN 2026)
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (JAN 2026)
52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JAN 2026)
52-244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (FEB 2026)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ***five years.***

(End of Clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2026)

(a) Definitions. As used in this clause-
Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.
Coercion means-
(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.
Commercially available off-the-shelf (COTS) item —
(1) Means any item of supply (including construction material) that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
Forced Labor means knowingly providing or obtaining the labor or services of a person-
(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
(ii) Advertising;
(iii) Obtaining permanent or temporary labor certification, including any associated fees;
(iv) Processing applications and petitions;
(v) Acquiring visas, including any associated fees;
(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
(xi) Transportation and subsistence costs-
(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
(B) From the airport or disembarkation point to the worksite;
(xii) Security deposits, bonds, and insurance; and
(xiii) Equipment charges.
(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
(i) Paid in property or money;
(ii) Deducted from wages;
(iii) Paid back in wage or benefit concessions;
(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.
Severe forms of trafficking in persons means-
(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
United States means the 50 States, the District of Columbia, and outlying areas.
(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract;
(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)
(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)
(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation

arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
(c) Contractor requirements. The Contractor must-
(1) Notify its employees and agents of-
(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.
(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.
(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.
(1) The Contractor must, at a minimum—
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from—
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $700,000.
(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—
(i) To the size and complexity of the contract; and
(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
(3) Minimum requirements. The compliance plan must include, at a minimum, the following:
(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/ .
(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org .
(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.
(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to

be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.
(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—
(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
(ii) After having conducted due diligence, either—
(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.
(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $700,000.
(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of Clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No

legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Department of State Acquisition Regulation (48 CFR Chapter 6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

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

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

(End of Clause)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

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

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

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

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

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

(End of Clause)

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

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and three copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

Finance Management Office
US Embassy, Maharajgunj
Kathmandu, Nepal

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

_____

_____

_____

(End of Clause)

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
Martin Luther King's Birthday
Washington's Birthday
Holi Purnima
Nepali New Year
Buddha Jayanti
Memorial Day
Juneteenth National Independence Day
Independence Day
Shree Krishna Janmashthami
Labor Day
Columbus Day
Astami (Dashain)
Nawami (Dashain)
Dashami (Dashain)
Ekadashi (Dashain)
Laxmi Puja (Tihar)
Gai Puja (Tihar)
Gobardhan Puja (Tihar)
Bhai Tika (Tihar)
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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.

(e) 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 contractors accounting policy.

(End of Clause)

652.237-802 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 email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

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

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

(End of Clause)

652.239-801 DISCLOSURE OF AI USE CLAUSE (SEP 2025)

(a) Definitions. As used in this clause-

Artificial Intelligence (AI): The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.

iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).

iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

(b) Disclosure of AI Use in Contract Performance. When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the

performance of the contract, the Contractor shall provide the following disclosures in its offer:

Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system was developed internally, acquired from a third party, or is publicly/commercially available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.

These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.

The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

(End of Clause)

652.242-70CONTRACTING 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.

(a) The COR for this contract is ***Mechanical Engineer Supervisor.***

(End of Clause)

652.242-73AUTHORIZATION 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.

652.243-70NOTICES (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. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

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]*

1. **Queries Submission:**
   - Direct all questions or queries to the Primary Contact for this solicitation with a copy to the Secondary Contact and ktmcontracts@state.gov.
   - Primary and secondary contact details can be found on the Solicitation Notice Page at SAM.gov.

2. **Critical Submission Rules that Quoters must follow:**
   - Include solicitation number and description in email subject line
   - Send offers exclusively to ktmcontracts@state.gov; do not copy to any other email address.
   - Offers copied to additional email addresses will be deemed invalid and excluded from evaluation

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

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing***;*** in Nepal 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) Experience and Expertise:

- Proven track record in managing and performing preventive maintenance service contracts for electrochemical water treatment systems, specifically chlorine and chlorine dioxide generation systems.
- Familiarity with Dioxide Pacific equipment (Models HGB-2.5 and CDE-10) and SEKO chemical dosing pumps (Model Spring MS1B), or equivalent electrochemical generation and dosing systems.
- Experience with potable water treatment systems, including electrochemical chlorine generation, chlorine dioxide generation, and associated chemical dosing systems.
- Demonstrated knowledge of water treatment system integration, including dosing pump calibration, sensor calibration, and system performance verification.

(5) Technical Skills:

- Proficiency in performing preventive maintenance, calibration, and troubleshooting of electrochemical chlorine and chlorine dioxide generator systems per OEM (Dioxide Pacific) specifications.
- Knowledge of applicable standards and codes including NSF/ANSI, AWWA, NFPA, UL, IEEE, NEMA, OSHA, EPA, SDS Regulations, and ASTM International D Standards.
- Ability to perform electrolytic and electrochemical cell maintenance, sensor and control system calibration, safety interlock testing, and chemical dosing pump maintenance.
- Ability to troubleshoot and resolve technical issues related to water treatment hardware, control systems, and associated electrical systems.
- Proficiency in performing flow calibration, megger testing, lockout/tagout procedures, and confined space entry procedures as applicable.

(6) Certifications and Training:

- Relevant certifications from recognized water treatment equipment manufacturers, industry organizations, or regulatory bodies.
- OEM Authorization: The offeror must submit an authorization letter from Dioxide Pacific confirming the offeror is authorized to perform

technical services and support on the CDE-10 and HGB-2.5 systems. Offers that do not include this OEM Authorization will be deemed non-responsive.

- Evidence of occupational health and safety training certifications for all technicians who will perform work under this contract.
- Ongoing training and professional development in the latest water treatment technologies, safety practices, and best practices.

(7) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Nepal** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

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

- Availability of qualified water treatment technicians with demonstrated experience in electrochemical generation systems.
- Availability of all required tools, test equipment, and calibration instruments necessary for performance of the contract.

- Ability to provide all manufacturer-recommended replacement parts (electrodes, gaskets, seals, sensors, diaphragms, check valves, O-rings, tubing, foot valves) during the annual preventive maintenance visit.
- Ability to provide emergency service support 24 hours per day, 365 days per year, with a four-hour response time.

(9) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(10) The offeror's strategic plan for **Preventive Maintenance Services for the Water Treatment Plant (Electrochemical Chlorine and Chlorine Dioxide Generator Systems)** to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Statement of Work, including:

- Monthly remote support program: technical analysis of Embassy-submitted equipment performance data and written response within 48 hours.
- Annual on-site preventive maintenance visit (up to 5 days) covering the Dioxide Pacific CDE-10, HGB-2.5, and SEKO Spring MS1B dosing pumps.
- Operator training (minimum 1 day on-site and minimum 8 hours online annually).
- Proposed operational parameters for the Dioxide Pacific equipment to be submitted as part of the proposal.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan for ensuring quality of services including but not limited to contract administration, oversight, and the quality control process to be maintained for the duration of the contract in accordance with SOW Section 7.9.3 and 9.2; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s); or

(2) A statement that the contractor will obtain the required insurance, and the name of the insurance provider to be used. (See FAR 52.228-3 and 52.228-5.)

(e) company brochure

(f) client list

Note:

- All requirements above are mandatory. Offers that do not include the OEM Authorization letter from Dioxide Pacific confirming authorization to perform technical services and support on the CDE-10 and HGB-2.5 systems will be deemed non-responsive.
- All documentation must be submitted in English and in electronic format as specified in the SOW.
- The offeror must comply with all security, personnel, standards of conduct, and deliverable requirements as outlined in the SOW, including SOW Sections 11 (SHEM), 14 (Access to Government Buildings and Standards of Conduct), and all applicable attachments.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):: Acquisition.gov or Revolutionary FAR Overhaul. Note that 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, Microsoft Bing or Yahoo) to obtain the latest location of the most current FAR.

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

PROVISION TITLE AND DATE

52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on 07-July-2026 at 1000 Hrs Kathmandu Time at US Embassy Nepal, Maharajgunj, Kathmandu, Nepal. Prospective offerors/quoters should contact chaudharyv@state.gov for additional information or to arrange entry to the building.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Department of State Acquisition Regulation (48 CFR Chapter 6) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

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

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

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

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

(End of provision)

SECTION 4 - EVALUATION FACTORS

- **Award Basis:**

Award will be made to the lowest priced, technically acceptable, responsible offeror. The offeror must submit a completed solicitation, including all required sections and documentation as specified in the Instructions to Offerors.

- **Price Evaluation:**

The Government will determine the lowest price by multiplying the offered unit prices by the estimated quantities in "Prices - Continuation of SF-1449, block 23," and arriving at a grand total, including all option years. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The total evaluated price will include:

- Base Year (1 annual visit as per SOW)
- Option Year 1 (1 annual visit as per SOW)
- Option Year 2 (1 annual visit as per SOW)
- Option Year 3 (1 annual visit as per SOW)
- Option Year 4 (1 annual visit as per SOW)

Repair labor rates and emergency service rates are **not** part of the evaluated price.

- **Technical Acceptability:**

The Government will determine acceptability by assessing the offeror's compliance with all terms of the solicitation and Statement of Work, including the following mandatory technical requirements:

1. **OEM Authorization Certification (Mandatory):**

   - The offeror must provide a current, valid OEM Authorization letter from Dioxide Pacific confirming that the offeror is authorized to perform technical services and support on the following equipment:
     - Chlorine Dioxide Generator System (Dioxide Pacific, Model: CDE-10)
     - Electrochemical Chlorine Generator (Dioxide Pacific, Model: HGB-2.5)

- Offers without this OEM Authorization letter will be deemed technically unacceptable and ineligible for award.

2. Experience and Expertise:

- Proven track record in managing and performing preventive maintenance service contracts for electrochemical water treatment systems, specifically electrochemical chlorine and chlorine dioxide generation systems.
- Familiarity with Dioxide Pacific equipment (Models HGB-2.5 and CDE-10) and SEKO chemical dosing pumps (Model Spring MS1B), or equivalent electrochemical generation and chemical dosing systems.
- Experience with potable water treatment systems, including electrochemical chlorine generation, chlorine dioxide generation, and associated chemical dosing pump systems.
- Demonstrated experience with integrated system testing, including verification of interlocks between water flow and chemical feed systems, and emergency shutdown procedures.

3. Technical Skills:

- Proficiency in performing preventive maintenance, calibration, and troubleshooting of electrochemical chlorine and chlorine dioxide generator systems per OEM (Dioxide Pacific) specifications.
- Ability to perform electrolytic and electrochemical cell maintenance, including cell cleaning, membrane inspection, gasket and seal replacement, and cell resistance/voltage measurement.
- Proficiency in sensor and control system calibration, safety interlock and alarm testing, and power supply and electrical system inspection, including megger testing.
- Ability to perform chemical dosing pump maintenance, including diaphragm inspection and replacement, check valve servicing, flow calibration using graduated cylinder method, and pump controller testing.
- Knowledge of and ability to comply with applicable standards and codes, including NSF/ANSI, AWWA, NFPA, UL, IEEE, NEMA,

OSHA, EPA, SDS Regulations, and ASTM International D Standards.

- Ability to troubleshoot and resolve technical issues related to water treatment hardware, control systems, and associated electrical systems.
- Ability to provide monthly remote technical support, including analysis of Embassy-submitted equipment performance data and written response within 48 hours.

4. Certifications and Training:

- Relevant certifications from recognized water treatment equipment manufacturers, industry organizations, or regulatory bodies demonstrating competency in electrochemical water treatment systems.
- Evidence of occupational health and safety training certifications for all technicians who will perform work under this contract, including PPE requirements, lockout/tagout procedures, confined space entry, and HAZMAT handling.
- Ongoing training and professional development in the latest water treatment technologies, safety practices, and best practices.
- Ability to provide and arrange manufacturer-provided online training (minimum 8 hours annually) for Embassy staff covering Dioxide Pacific CDE-10, HGB-2.5, and SEKO dosing pump operation and maintenance.

5. Personnel Qualifications:

- All on-site technicians must have demonstrated experience and training in electrochemical water treatment systems maintenance, specifically for Dioxide Pacific chlorine and chlorine dioxide generation equipment and SEKO dosing pumps.
- Each technician's resume and training documentation must be submitted within 20 days of the Notice to Proceed.
- The offeror must designate a Project Manager/representative who understands written and spoken English and will serve as the primary liaison with the U.S. Embassy Kathmandu.

- All contractor personnel must meet Embassy security and personnel requirements, including provision of names, biographic data, and police clearance prior to utilization on the contract.

6. **Emergency Response Capability:**

- The offeror must demonstrate the ability to provide emergency service support 24 hours per day, 365 days per year, with a four-hour response time (phone/email support).
- The offeror must demonstrate the ability to respond to urgent equipment issues within 24 hours and routine monthly data review within 48 hours.

- **Responsibility Determination:**

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

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

- **Past Performance:**

The Government will evaluate relevant past performance information and references to assess the offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The offeror must provide a list of clients over the past three years with relevant past performance information, including dates of contracts, places of performance, value of contracts, and contact information. The Government may contact references to assess:

- Quality of services provided under the contract;

- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

If the offeror has not performed comparable services in Nepal, the offeror shall provide its international experience with similar electrochemical water treatment systems.

Note:

Failure to provide the required **OEM Authorization letter from Dioxide Pacific**, evidence of technical qualifications, or required personnel security documentation will result in the offer being deemed **technically unacceptable and ineligible for award**. All documentation must be submitted in English and in electronic format as specified in the SOW.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JAN 2026)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (JAN 2026).

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov . Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

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

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

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

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

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other

returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) Identifiers. The Offeror shall obtain and provide the following identifying information:

(1) Unique entity identifier (UEI).

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

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

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) Taxpayer identification number (TIN).

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

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

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

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

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

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

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/ .

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau https://www.nato.int/structur/ac/135/about/contacts
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx

(c) Representations and certifications.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JAN 2026)

(a) Definitions. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (JAN 2026)

(a) The Government will not enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–
(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUL 2025)

(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 of the United States.

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if–

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 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)

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

(a) Definitions. As used in this provision—

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

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

Marginalized populations of Sudan means—

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

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

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

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

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

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

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

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

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

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

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A

reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

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

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

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

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

Attachment 1

STATEMENT OF WORK FOR

PREVENTIVE MAINTANENCE SERVICE CONTRACT

Of

New Water Treatment Plant: (Electrochemical Chorine and Chlorine Dioxide Generator Systems)

US Embassy Kathmandu, Nepal

June 2026

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Attachments:

Exhibit A – Statement of Work: Chlorine and chlorine dioxide generation systems

INTRODUCTION

Background

1.1 The United States Department of State requires preventive maintenance services for the electrochemical chlorine and chlorine dioxide generator systems installed at the Singh House Compound, U.S. Embassy Kathmandu, Nepal. These systems are manufactured by Dioxide Pacific.

1.2 The water treatment systems to be maintained are as follows

- Electrochemical Chlorine Generator (Dioxide Pacific, Model: HGB-2.5)
- Chlorine Dioxide Generator System (Dioxide Pacific, Model: CDE-10)
- Associated Dosing Pumps (SEKO, Model: Spring MS1B)

The equipment is manufactured by Dioxide Pacific. The contractor shall provide all logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions necessary for the maintenance of these systems.

1.4 All work shall comply with:

- OEM (Dioxide Pacific) installation, operations, and maintenance instructions
- NSF/ANSI Standards
- AWWA Standards
- SDS Regulations

- ASTM International D Standards
- NFPA Codes and Standards
- UL Standards
- IEEE Standards
- NEMA Standards
- OSHA Standards
- All U.S. Dept. of State, Safety Health and Environmental Management (SHEM) requirements

OBJECTIVES

The purpose of this scope of work is to define the requirements for the planning, procurement, and preventive maintenance of the electrochemical chlorine and chlorine dioxide generator systems.

The intent is to ensure reliable, safe, and compliant operation of these systems, preserve asset value, and reduce operating costs.

TYPE OF CONTRACT

This is a firm fixed price contract payable in Nepalese Rupees or U.S. Dollars. Prices are for all Contract Line Items. No additional sums will be payable for escalation in the cost of materials, equipment, or labor, or due to currency fluctuations.

PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than July 2026.

PRICING

All quotes' prices must be filled in at Section 1, Pricing and at SF1449 only.

NOTICE TO PROCEED

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits have been provided, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) calendar days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.

GENERAL REQUIREMENTS

This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the Contractor at the Singh House Compound, U.S. Embassy, Kathmandu

The contractor shall provide all labor, materials, tools, and supervision required for preventive maintenance of the Dioxide Pacific chlorine generator (HGB-2.5), chlorine dioxide generator system (CDE-10), and associated dosing pumps (SEKO Spring MS1B).

7.2 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The Contractor shall take no direction verbal or otherwise from United States Government (USG) personnel other than the Contracting Officer or Contracting Officer's Representative.

7.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional water treatment services, water treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this water treatment maintenance contract.

7.4 The Contractor's proposed and USG accepted maintenance contract cost proposal and maintenance schedule, including completion dates shall be incorporated into the task order. Additionally, the task order shall be a firm fixed price task order.

7.5 This statement of work and applicable deliverables and documents as developed by the Contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the Contractor.

7.6 All deliverables, documents, proposals, etc. submitted by the Contractor under this statement of work shall remain the property of the U.S. Government. All U.S. Government documents and data provided to the Contractor shall remain the property of the U.S. Government. The Contractor shall limit duplication and dissemination of all U.S. Government documents and Contractor developed documents under this statement of work to/within the Contractor's execution team. Duplication or distribution of project documents outside the Contractor's team is strictly prohibited without the express written approval and authorization of the Contracting Officer.

Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the Government, including all documents and data the Government provided to the Contractor. All service contract documents and media

shall be submitted to the Government along with the Contractor's service report.

7.7 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR

determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

7.8 The Contractor shall ensure that all Embassy/Post facilities, equipment and systems recommended for and maintained or installed by the Contractor are done so with the highest quality and cost-effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability. The Contractor shall assure that the equipment/water treatment chemicals furnished and installed are maintainable and equipment/parts can be readily replaced with locally available supplies and services as practical, taking into consideration local economy and resources. The Contractor shall utilize reliability-centered maintenance (RCM) principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems. Except as otherwise directed by the contracting officer all parts, materials, components, equipment, systems, etc. furnished by the Contractor shall be new – not used or manufactured by third party entities. Except as otherwise directed by the Contracting Officer, all replacement or warranty parts shall be new and equal to or

better than manufacturer recommended replacements.

7.9 After review of the US Government Statement of Work and provided technical data by the Contractor, any discrepancies, errors, conflicts, etc. that are discovered by the Contractor, the Contractor shall forward those items to the CO via typewritten correspondence. Submittal of this typewritten correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

7.9.1 The Contractor shall provide 3 customer references of similar scope of work and US Dollar value.

7.9.2 The Contractor will not use any method or substances which may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the Contractor, Sub-contractor, or Contractor's staff shall be the entirely the responsibility of the Contractor. The U.S. Embassy, Kathmandu will require the Contractor to repair/replace any damaged systems or pay for the cost of rectification.

7.9.3 The Contractor must, for the duration of the contracted Services, continue to maintain a quality control process which has been agreed to by the US Embassy, Kathmandu, COR and the Contractor.

7.9.4 The Contractor shall provide each technician's resume and training documentations within 20 days of the notice to proceed.

7.9.5 The service provider must submit the authorization letter from the original equipment manufacturer of the chlorine and chlorine dioxide generator for technical services and support.

7.9.6 The technician/s shall sign off on every task specified in the Statement of Work and will provide a typewritten copy of their report to the COR or the COR's designate within five business days of each maintenance visit.

CONTRACTING OFFICER'S REPRESENTIVE and POST CONTROL OFFICER

8.1 All technical questions concerning the scope and requirements of the U.S. Embassy, Kathmandu water treatment service contract shall be directed to the Contracting Officer's Representative (COR):

OR

Facility Manager

8.2 The Post Control Officer (PCO) will be the Contractor's point of contact at the U.S. Embassy, Kathmandu All questions concerning coordination of water treatment Service activities while at post shall be directed to the PCO, with weekly reporting to the COR:

PCO

Water Treatment Technician

PERFORMANCE CRITERIA

9.1 Performance Objective

The objective of this Agreement is to provide, within the Term of this Contract, a professional level of service, which provides:

- US Embassy satisfaction in respect to the maintenance of water treatment systems and prompt reaction to any change in arrangements or operational requirements of the US Embassy.
- compliance with the statutory and regulatory provisions of the laws of the jurisdiction;
- best in class practices within the industry;
- risk reduction for the US Embassy;
- preservation of asset value; and
- reduction in operating costs.

The Contractor agrees that its performance under the Contract shall be measured against

performance criteria specified in this document or otherwise agreed at the time of commencement.

9.2 Performance Benchmarks

The Contractor must for the duration of the contracted Services continue to maintain a quality control process, which has been agreed by the US Embassy and the Contractor.

The Contractor must allow the US Embassy access to the quality control system as well as the relevant quality systems of its subcontractors so as to enable monitoring and quality auditing of the maintenance service.

The US Embassy may reject any aspect of the Services that fails to comply with the requirements of the Contract, or its quality system, at any time.

9.3 Performance Monitoring and Reporting

The Contractor shall monitor its own performance against the criteria and benchmarks

identified in this document and shall provide reports when required by the US Embassy.

SPECIFICATIONS

10.1 All equipment, chemicals, and testing procedures and kits shall be approved in writing by the COR prior to use in the service contract.

10.2 The Contractor will be responsible for submitting the manufacture specifications, SDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in English language.

10.3 The potable water shall be maintained with the parameters specified in Exhibit A Domestic (Potable) Water Treatment Systems Statement of Work

SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

11.1 The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy, Kathmandu, Chancery and Phora Compound and in particular all equipment used by the Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall have the following requirements:

- Numbers (CLIN) shall include proper disposal of toxic/hazardous substances where applicable.

- The Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety legislation and SDS sheets.
- All electrical equipment and associated materials for the Services Contract comply with Underwriters Laboratories (UL) or Conformitè Europëenne (CE) requirements.
- Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- Ensure that the Contractor's personnel comply with all safety procedures and requirements
- Ensure that the Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy, Kathmandu on request.
- Ensure the Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required and properly rated for safe implementation of this contract.
- The required and properly rated PPE must be worn while working at the Embassy and any Embassy owned or leased properties.
- Training program(s) shall be presented and must satisfy the US Embassy, Kathmandu during the submittal process.

MAINTENANCE SPECIFICATION DETAILS

12.1 Precedence of Specifications. If and to the extent that there is an inconsistency between this maintenance specification and any Manufacture's maintenance specification, the more stringent maintenance specification shall prevail.

12.2 Hours of Work. The Contractor shall schedule all preventive maintenance during normal working hour which are defined as 8:00-17:00, inclusive of periodic maintenance that may be required on Saturdays, with the exception of any regular or special public holidays on which the US Embassy Compound is not open, or as agreed with the US Embassy , Kathmandu prior to commencement of the contract.

SCOPE OF WORK

13.1 The water treatment Contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. Chemical products are NOT included under this contract**.** The water treatment service contract shall 1) preserve the interior waterside of current piping, potable water systems, 2) reduce operating costs and establish a cost-effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling, and 3) ensure the proper operation of water treatment equipment.

13.2 The water treatment Contractor shall provide a "support service water treatment" contract. The support service water treatment contract shall involve joint responsibilities between the Embassy Facilities staff and the water treatment Contractor.

13.3 The support service water treatment program shall consist of the Embassy Facilities staff conducting routine (daily, weekly) water treatment tests of the potable water treatment systems and emailing the results to the water treatment Contractor on a weekly basis. The Contractor will then be responsible for conducting a technical analysis of the weekly water treatment testing results from the Embassy. The Contractor will then respond to the Embassy within 24 hours to

direct the Embassy Facilities staff to make any changes to the chemical dosages and/or equipment operations as necessary.

13.4 The water treatment Contractor shall visit the Embassy on a annual basis for 5 days. The Contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

13.5 The water treatment Contractor shall verify that the chlorine and chlorine dioxide generation equipment is operating within manufacturer specifications and producing the required output levels. The Contractor will submit typewritten proposed operational parameters for the Dioxide Pacific equipment as part of their contract proposal.

13.6 The water treatment Contractor shall perform the required services as described in the following SOW attachments, as applicable:

Exhibit A – Potable Water Treatment System

13.7 The water treatment Contractor shall provide 8 hours of familiarization annually in English to acquaint operators in the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

13.7.1 The contractor shall also arrange for the minimum 8 hours of online familiarization course regarding the chlorine and chlorine dioxide generator from manufacturer of the units.

13.7.2 The contractor shall arrange for the onsite training for minimum 1 days without additional training cost at site.

13.8 The water treatment Contractor shall review the facility water treatment logs and the operating logs to verify the chemicals are within design parameters.

ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

14.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the US Embassy ,_Kathmandu. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the systems dedicated rooms with or without security escorts, only with specific permission by the Facility Manager, Contracting Officer, or the COR.

14.2 Personnel security: The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel, who shall be used on this contract prior to their utilization on this contract.

14.3 Standards of Conduct.

14.3.1 General: The Contractor shall maintain satisfactory standards of employee

competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The US Embassy reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

14.3.2 Uniforms Personal Protective Equipment (PPE) and Tools. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms, all required PPE and all tools required to perform the contract specified tasks. The Contractor shall be responsible for the cost of purchasing, cleaning, and repair of the uniforms, PPE and tools.

14.3.3 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

14.3.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

EXHIBIT A

Statement of Work

Chlorine and Chlorine Dioxide Generation Systems

I. GENERAL INFORMATION:

The United States Embassy in Kathmandu, Nepal requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Potable Water Treatment System.

II. PROJECT REQUIREMENTS:

Description: Water Treatment System

Volume: Domestic Water 50 gpm

III. DESCRIPTION OF EQUIPMENT:

A. Process Chart

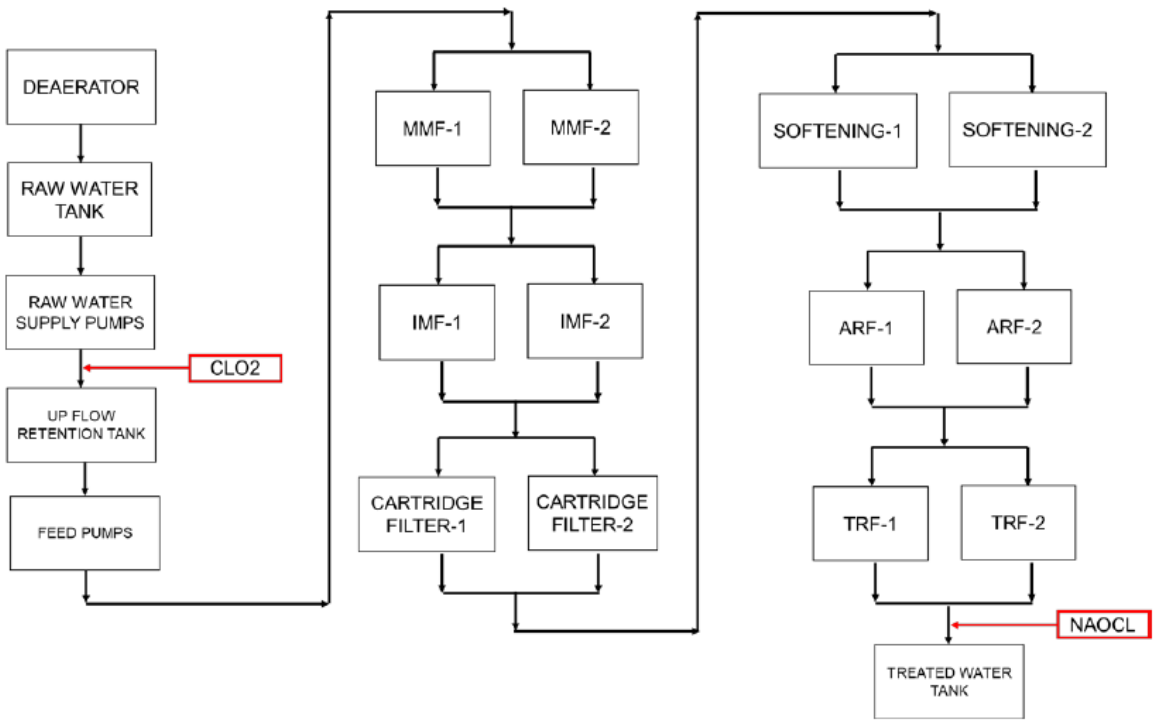

Figure 1 Process Flow Chart of the Water Treatment Plant

B. Design Fundamentals

Raw Water in the raw water tanks goes to Bag Filters through Raw Water Supply Pumps. Bag filter eliminates the dirt and sediment greater than 100 microns. ClO_2 is injected to the water pipe line (after bag filters) for oxidation of iron and manganese and disinfection. After dosing ClO_2, a contact time is required to remove some of the iron and manganese by chlorine dioxide. For this purpose, upflow retention tanks are provided. The water is filled to the retention tanks.

Water is pumped from the up-flow retention tank to the multimedia filter tanks by the feed pumps. The purpose of the multimedia filter tank is to prevent

particles, suspended solids and turbidity in the water. Iron manganese, which is dissolved in water, causes turbidity, bacterial proliferation and discoloration. To prevent this, the water coming of the multimedia filter passes through the iron manganese filter. With ClO_2 and iron manganese filter, iron and manganese in the water are treated.

The water coming out of the IMF comes to the cartridge filters to be purified to 0.35-micron level in order to remove the suspended solids and turbidity that could not be treated by the previous treatment system. The water coming out of the cartridge filters goes to ACF for taste, odor, color, dissolved gases and organic substances treatment, to Softening for hardness treatment, to ARF for ammonia treatment, and to TRF for tannin treatment, respectively.

The water coming out of the TRF is chlorinated and filled into the Treated Water Tank.

C. Plant Components Details and Minimum Requirements for Contractor

1	Chlorine Dioxide Dosing System	Capacity: 189 g/h , Two dosing pumps injects ClO2 into the inlet line.	1	DIOXIDE PACIFIC/ CDE-10	Overall maintenance of the system and its components as per the manufacturers' recommendation. All manufacturer-recommended replacement parts (electrodes, gaskets, seals, etc.) shall be provided by the contractor. **Chemical products (Dertivox-20, salt, etc.) are NOT included.**
2	Chlorine Dioxide	Capacity: 120 lt/h@10 bar	2	SEKO/ Spring MS1B	Overall Maintenance of the pump and pump controller to the design

	Dosing Pumps				operating condition along with the service parts (if necessary).
3	Chlorine Generator	47.2 g/h	1	DIOXIDE PACIFIC/ HGB-2.5	Overall maintenance of the system and its components as per the manufacturers' recommendation.
4	Chlorine Dosing Pumps	Capacity: 11 lt/h @ 10 bar	2	SEKO/ Spring MS1B	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance (**only the work related to the chlorine and chlorine dioxide generator and associated systems**) as outlined in this SOW. Embassy staff should have service manuals for all equipment included in this SOW. If they do not, the Contractor will assist Embassy Staff in obtaining the manuals and ensure they have been received.

IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance specifically for the Dioxide Pacific chlorine generator (Model HGB-2.5), chlorine dioxide generator (Model CDE-10), and associated SEKO dosing pumps (Model Spring MS1B) as outlined in this SOW.

Embassy staff should have service manuals for all equipment included in this SOW. If they do not, the Contractor will assist Embassy Staff in obtaining the manuals from Dioxide Pacific and SEKO and ensure they have been received.

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and/or use safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Safety Data Sheets (SDS)

shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

1. **MAINTENANCE SCHEDULE:**

Monthly (Remote Support):

The service program shall consist of the Embassy Facilities staff conducting routine (daily/weekly) operator testing of the chlorine and chlorine dioxide generation systems and monthly e-mailing the equipment performance data to the contractor, with copy to OBO/FAC (water_testing_group@state.gov). The Contractor will be responsible for conducting a technical analysis of the equipment performance data, including:

- Chlorine and chlorine dioxide output levels
- Equipment operating hours
- Alarm conditions or error codes
- Power consumption patterns
- Any operational anomalies

The Contractor will respond to the Embassy within 48 hours with equipment-specific recommendations to optimize generator performance, adjust equipment settings, or schedule corrective maintenance as necessary.

Note: The contractor provides equipment operation guidance only. Chemical dosage recommendations and overall water quality management remain the responsibility of Embassy facilities staff.

Annual On-Site Maintenance:

The Contractor shall visit the Embassy annually for up to 5 days to perform comprehensive preventive maintenance. At a minimum, the following work must be done:

2. **A. CHLORINE DIOXIDE GENERATOR SYSTEM (Dioxide Pacific CDE-10)**

i. Safety and Special Handling:

1. Review and follow Dioxide Pacific manufacturer's safety procedures for CDE-10 system
2. Chemicals must comply with Environmental Protection Agency (EPA) regulations and ANSI/NSF Standard 60 Certification
3. Employ appropriate PPE against injuries caused by corrosive or hazardous materials
4. Be familiar with Safety Data Sheets (SDS) for any chemicals present in the system
5. Perform applicable lockout/tag-out procedures before maintenance
6. Ensure proper ventilation during maintenance activities
7. Follow all OSHA standards for confined space entry if applicable
8. Schedule outage with operating personnel in advance

ii. Maintenance Description:

1. Comprehensive inspection of chlorine dioxide generation system
2. Cleaning and servicing of electrochemical cells
3. Calibration of sensors and control systems
4. Testing of safety interlocks and alarms
5. Verification of proper chemical feed and output levels
6. Documentation of equipment condition and performance

iii. Maintenance Procedures:

System Inspection:

3. Review equipment operating logs and alarm history
4. Record current operating parameters (output rate, power consumption, run hours)
5. Visually inspect entire system for signs of leakage, corrosion, or damage
6. Check all tubing, fittings, and connections for tightness and condition
7. Inspect ventilation system for proper operation
8. Check chemical storage tank levels and condition (tank integrity only - no chemical supply)
9. Verify proper labeling and safety signage

Electrochemical Cell Maintenance:

1. Shut down and lockout/tagout system per manufacturer procedures
2. Remove and inspect electrochemical cells
3. Clean cell electrodes per Dioxide Pacific specifications
4. Inspect cell membranes for damage or degradation
5. Check cell gaskets and seals for wear
6. Measure cell resistance and compare to manufacturer specifications
7. Replace cells if performance is degraded beyond acceptable limits
8. Reinstall cells with proper torque specifications
9. Verify cell electrical connections

Sensor and Control System:

1. Remove and clean chlorine dioxide detection probes
2. Calibrate sensors using manufacturer-approved calibration solutions
3. Test sensor response time and accuracy
4. Report any malfunctioning sensors to the COR
5. Inspect control panel for signs of overheating or corrosion
6. Check all electrical connections for tightness
7. Verify control system programming matches operational requirements

8. Test automatic shutdown functions

Safety Systems:

1. Test all alarm functions (high/low output, system fault, power failure)
2. Verify alarm relay operation
3. Test flow sensor operation and verify controller stops on no-flow condition
4. Check emergency shutdown button functionality
5. Verify proper operation of ventilation interlocks
6. Test leak detection systems (if installed)

Power Supply and Electrical:

1. Inspect power supply unit for proper operation
2. Check voltage and current levels under load
3. Inspect electrical wiring for damage, overheating, or loose connections
4. Verify proper grounding
5. Check circuit breakers and fuses
6. Inspect conduit and junction boxes for damage
7. Megger test motor windings if applicable, record results

Final Testing and Documentation:

1. Return system to service per manufacturer startup procedures
2. Verify proper chlorine dioxide output at design capacity
3. Monitor system for 2-4 hours to ensure stable operation
4. Check for any leaks at connections disturbed during maintenance
5. Wipe down and clean exterior of unit
6. Update equipment maintenance log with all work performed
7. Photograph equipment condition (before/after)
8. Document any parts replaced with part numbers and quantities
9. Provide recommendations for future maintenance or repairs

10.B. ELECTROCHEMICAL CHLORINE GENERATOR (Dioxide Pacific HGB-2.5)

i. Safety and Special Handling:

1. Review and follow Dioxide Pacific manufacturer's safety procedures for HGB-2.5 system
2. Employ appropriate PPE including chemical-resistant gloves and eye protection
3. Be familiar with Safety Data Sheets (SDS) for sodium hypochlorite and salt solutions
4. Perform applicable lockout/tag-out procedures before maintenance
5. Ensure proper ventilation during maintenance activities
6. Follow all OSHA standards for electrical safety
7. Schedule outage with operating personnel in advance

ii. Maintenance Description:

1. Comprehensive inspection of chlorine generation system
2. Cleaning and servicing of electrolytic cells
3. Calibration of sensors and control systems
4. Testing of safety interlocks and alarms
5. Verification of proper salt feed and chlorine output levels
6. Documentation of equipment condition and performance

iii. Maintenance Procedures:

System Inspection:

1. Review equipment operating logs and alarm history
2. Record current operating parameters (output rate, power consumption, run hours)
3. Visually inspect entire system for signs of leakage, corrosion, or damage
4. Check all tubing, fittings, and connections for tightness and condition

5. Inspect hydrogen ventilation system for proper operation
6. Check salt/brine storage tank condition (tank integrity only)
7. Verify proper labeling and safety signage

Electrolytic Cell Maintenance:

1. Shut down and lockout/tagout system per manufacturer procedures
2. Remove and inspect electrolytic cells
3. Clean cell electrodes using manufacturer-approved cleaning solution
4. Inspect cell plates for scaling, pitting, or degradation
5. Check cell gaskets and seals for wear or damage
6. Measure cell voltage and current, compare to manufacturer specifications
7. Inspect cell housing for cracks or damage
8. Replace cells if performance is degraded beyond acceptable limits
9. Reinstall cells with proper torque specifications
10. Verify cell electrical connections and polarity

Rectifier and Power Supply:

1. Inspect rectifier unit for proper operation
2. Check DC voltage and current output under load
3. Inspect cooling fans and heat sinks
4. Check for signs of overheating or component failure
5. Verify proper operation of voltage regulation
6. Test rectifier protection circuits

Sensor and Control System:

1. Remove and clean chlorine residual probes
2. Calibrate sensors using manufacturer-approved calibration solutions
3. Test sensor response time and accuracy
4. Report any malfunctioning sensors to the COR
5. Inspect control panel for signs of overheating or corrosion

6. Check all electrical connections for tightness
7. Verify control system programming matches operational requirements
8. Test automatic shutdown functions
9. Check flow sensors and pressure switches

Safety Systems:

1. Test all alarm functions (high/low output, system fault, power failure, hydrogen detection)
2. Verify alarm relay operation
3. Test flow sensor operation and verify controller stops on no-flow condition
4. Check emergency shutdown button functionality
5. Verify proper operation of hydrogen ventilation system and interlocks
6. Test hydrogen gas detection system (if installed)
7. Verify proper operation of pressure relief valves

Brine/Salt Feed System (Equipment Only):

1. Inspect brine tank for corrosion or damage
2. Check float switches and level controls for proper operation
3. Inspect brine filtration system (if present)
4. Check brine feed lines for blockages or leaks
5. Verify proper operation of brine feed pump (if separate from dosing pumps)
6. Clean brine strainers and filters

Final Testing and Documentation:

1. Return system to service per manufacturer startup procedures
2. Verify proper chlorine output at design capacity
3. Monitor system for 2-4 hours to ensure stable operation
4. Check for any leaks at connections disturbed during maintenance
5. Verify hydrogen ventilation is functioning properly
6. Wipe down and clean exterior of unit

7. Update equipment maintenance log with all work performed
8. Photograph equipment condition (before/after)
9. Document any parts replaced with part numbers and quantities
10. Provide recommendations for future maintenance or repairs

11. C. CHEMICAL DOSING PUMPS (SEKO Spring MS1B)

Four (4) pumps total:

- Two (2) pumps for chlorine dioxide dosing (120 lt/h @ 10 bar)
- Two (2) pumps for chlorine dosing (11 lt/h @ 10 bar)

i. Safety and Special Handling:

1. Follow manufacturer's safety procedures for SEKO Spring MS1B pumps
2. Employ appropriate PPE including chemical-resistant gloves
3. Be familiar with Safety Data Sheets (SDS) for chemicals being pumped
4. Perform applicable lockout/tag-out procedures before maintenance
5. Relieve pressure in discharge lines before disconnecting
6. Schedule outage with operating personnel in advance

ii. Maintenance Description:

1. Inspection and cleaning of metering pumps
2. Replacement of wear parts (diaphragms, check valves, seals)
3. Calibration and flow verification
4. Testing of pump controllers and stroke adjustment
5. Verification of proper installation and mounting

iii. Maintenance Procedures:

For Each Pump (Repeat for all 4 pumps):

Visual Inspection:

1. Check pump mounting for security and proper alignment
2. Inspect pump housing for cracks or damage

3. Check for chemical seepage at vent hole
4. Inspect suction and discharge tubing for wear, cracks, or damage
5. Verify tubing connections are tight and secure
6. Check injection point for proper installation and no leaks
7. Inspect electrical connections for corrosion or looseness

Pump Head Maintenance:

1. Shut down and lockout/tagout pump
2. Relieve pressure in discharge line
3. Remove pump head per manufacturer instructions
4. Inspect diaphragm for tears, punctures, or wear
5. Replace diaphragm if damaged or per manufacturer replacement schedule
6. Inspect check valves (suction and discharge) for wear or debris
7. Clean or replace check valves as needed
8. Inspect valve seats and balls for wear
9. Check O-rings and gaskets, replace if worn
10. Clean all parts with appropriate cleaning solution
11. Reassemble pump head with new gaskets
12. Torque bolts to manufacturer specifications

Pump Drive Mechanism:

1. Inspect drive mechanism for wear or damage
2. Check stroke adjustment mechanism for proper operation
3. Lubricate moving parts per manufacturer specifications (if applicable)
4. Verify stroke length setting matches required dosing rate
5. Check motor coupling for wear or damage
6. Inspect motor mounting and alignment

Tubing and Connections:

1. Inspect suction tubing for cracks, kinks, or collapse

2. Check foot valve operation (if installed)
3. Verify suction strainer is clean
4. Inspect discharge tubing for chemical attack or wear
5. Check injection check valve operation
6. Verify proper installation of pulsation dampener (if installed)
7. Replace tubing if showing signs of degradation

Electrical and Controls:

1. Inspect electrical connections for tightness and corrosion
2. Check motor windings with megger, record results
3. Verify proper voltage at motor terminals
4. Test pump controller operation (manual/auto modes)
5. Verify stroke adjustment control functions properly
6. Test external control signals (4-20mA, pulse, etc.) if applicable
7. Check alarm outputs and interlocks

Calibration and Testing:

1. Perform flow calibration using graduated cylinder method
2. Measure actual flow rate at various stroke settings
3. Compare measured flow to pump curve specifications
4. Adjust stroke setting to achieve required dosing rate
5. Verify pump maintains consistent flow over 15-minute test period
6. Check for proper priming and no air entrainment
7. Verify pump responds correctly to control signals
8. Document calibration results

Final Checks:

1. Return pump to service
2. Monitor for leaks at all connections
3. Verify proper injection at dosing point

4. Check for unusual noise or vibration
5. Verify pump controller displays correct status
6. Update pump maintenance log
7. Label pump with date of service and next service due

12.D. SYSTEM INTEGRATION AND FINAL VERIFICATION

i. Integrated System Testing:

1. Verify proper sequencing between generators and dosing pumps
2. Test interlocks between water flow and chemical feed
3. Verify proper operation of all system alarms
4. Check communication between components (if networked)
5. Test emergency shutdown procedures
6. Verify proper operation under various flow conditions

ii. Water Quality Verification:

Note: Contractor verifies equipment is producing proper output. Overall water quality management is Embassy responsibility.

1. Measure chlorine dioxide output from CDE-10 generator
2. Measure chlorine output from HGB-2.5 generator
3. Verify dosing pump delivery rates match setpoints
4. Check residual levels at key sampling points (for equipment verification only)
5. Document baseline equipment performance parameters

iii. Documentation and Reporting:

Service Report shall include:

1. **Executive Summary**
    - Overall equipment condition assessment
    - Critical findings requiring immediate attention

    - Recommendations for repairs or replacements
2. **Detailed Maintenance Records**
    - All tasks performed with date/time stamps
    - Parts replaced with part numbers and quantities
    - Calibration results and adjustments made
    - Before/after photographs of equipment
    - Test results and measurements
3. **Equipment Performance Data**
    - Operating hours since last service
    - Output capacity verification results
    - Electrical measurements (voltage, current, resistance)
    - Sensor calibration data
    - Alarm history review
4. **Recommendations**
    - Parts requiring replacement before next service
    - Operational adjustments needed
    - Training needs identified
    - Suggested improvements to maintenance procedures
5. **Next Service Planning**
    - Recommended service date
    - Parts to order in advance
    - Estimated time required for next service
    - Any special tools or equipment needed

Report Delivery:

- Typewritten report in English
- Submitted within 5 business days of service completion
- Signed by lead technician and contractor representative

- Delivered to COR with copy to PCO
- Electronic and hard copy formats

13.E. OPERATOR TRAINING AND FAMILIARIZATION

During the annual visit, the Contractor shall provide:

On-Site Training (Minimum 1 days):

1. **Equipment Operation Review**
    - Proper startup and shutdown procedures
    - Normal operating parameters
    - Routine operator checks and monitoring
    - Troubleshooting common issues
    - Emergency shutdown procedures
2. **Safety Training**
    - Chemical hazards and PPE requirements
    - Emergency response procedures
    - Proper handling of equipment during maintenance
    - Lockout/tagout procedures
    - Ventilation requirements
3. **Maintenance Familiarization**
    - Routine cleaning and inspection tasks
    - When to call for service
    - Proper documentation and record keeping
    - Spare parts identification and storage
4. **Hands-On Demonstration**
    - Sensor cleaning and calibration
    - Pump head inspection
    - Alarm testing

- Control system operation

Online Training (Minimum 8 hours annually):

The contractor shall arrange for Embassy staff to complete manufacturer-provided online training courses covering:

- Dioxide Pacific CDE-10 operation and maintenance
- Dioxide Pacific HGB-2.5 operation and maintenance
- SEKO dosing pump operation and troubleshooting
- Safety and regulatory compliance

Training completion certificates shall be provided to the COR.

14.F. SPARE PARTS AND CONSUMABLES

Contractor Responsibilities:

The contractor shall provide all manufacturer-recommended replacement parts required during annual preventive maintenance, including but not limited to:

For Dioxide Pacific Equipment:

- Electrochemical cell components
- Gaskets and seals
- Sensors and probes
- Filters and strainers
- Tubing and fittings
- Control system components

For SEKO Dosing Pumps:

- Diaphragms
- Check valves and seats
- O-rings and gaskets
- Tubing

- Foot valves

Parts NOT Included:

- Major component replacements (complete cells, rectifiers, control panels)
- Parts required due to damage or negligence
- Upgrades or modifications
- Chemical products

Major repairs and parts shall be quoted separately and approved before installation.

15.G. PERFORMANCE STANDARDS

Equipment Availability:

Following annual maintenance, all equipment shall be returned to full operational status with:

- Chlorine dioxide generator producing rated capacity (189 g/h)
- Chlorine generator producing rated capacity (47.2 g/h)
- All dosing pumps calibrated and operating within ±5% of setpoint
- All sensors calibrated and functioning
- All alarms and safety systems operational
- Zero leaks at any connections

Response Time for Remote Support:

- Routine monthly data review: Response within 48 hours
- Urgent equipment issues: Response within 24 hours
- Emergency situations: Response within 4 hours (phone/email support)

Service Quality:

- All work performed per manufacturer specifications
- Only OEM or approved equivalent parts used
- All testing documented with results

- Equipment left in clean, organized condition
- Complete documentation provided

Attachment 2

Global Acquisitions
U.S. DEPARTMENT of STATE

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION	
SECTION 1: IDENTIFICATION OF THE AGENCY AND THE CONTRACTING ACTIVITY	
Department of State Contracting Activity	☒ Overseas Post US Embassy Nepal
Requiring Activity	Facilities Management Section, U.S. Embassy Kathmandu, Nepal
SECTION 2: NATURE AND/OR DESCRIPTION OF THE ACTION BEING APPROVED	
Approval is requested to **limit the number of sources for soliciting and awarding** a **Firm-Fixed-Price (FFP) contract** to **contractors holding valid authorization from Dioxide Pacific (original equipment manufacturer)** for the preventive maintenance services of electrochemical chlorine and chlorine dioxide generator systems described in Section 3 on behalf of the Requiring Activity. Only contractors who can demonstrate current, valid authorization from Dioxide Pacific for technical services and support of the CDE-10 chlorine dioxide generator and HGB-2.5 electrochemical chlorine generator will be eligible to submit proposals. This justification authorizes contract award with an expected commencement date no later than **July 2026** (base year), with authority to exercise four (4) one-year option periods, with the final option period ending no later than **July 2031**. **Contract Type:** Firm-Fixed-Price (FFP) Service Contract **Estimated Total Contract Value:** $102,752 (base year plus four option years)	
SECTION 3: DESCRIPTION OF SUPPLIES/SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS	
he U.S. Embassy Kathmandu requires specialized preventive maintenance services for Dioxide Pacific electrochemical chlorine and chlorine dioxide generator systems, which provide primary and secondary disinfection for the Embassy's potable water supply at Singh House Compound. **Equipment to be Maintained:** • Dioxide Pacific Chlorine Dioxide Generator (Model CDE-10, 189 g/h capacity) - 1 system • Dioxide Pacific Electrochemical Chlorine Generator (Model HGB-2.5, 47.2 g/h capacity) - 1 system • SEKO Spring MS1B dosing pumps associated with chlorine/chlorine dioxide systems - 4 pumps **Services Required:**	

Annual on-site preventive maintenance (5-day visit) including comprehensive inspection, electrochemical cell cleaning and replacement as needed, sensor calibration, control system verification, safety system testing (hydrogen detection, ventilation interlocks, emergency shutdown), dosing pump maintenance, system integration testing, and detailed reporting. Monthly remote technical support including analysis of equipment performance data and recommendations for equipment adjustments. Annual operator training consisting of 8 hours online and 2 days on-site instruction. All manufacturer-recommended replacement parts (electrodes, gaskets, seals, sensors, tubing, filters, pump wear parts) are included.

Services exclude: Chemical products (Dertivox-20, salt), major component replacements (complete cells, rectifiers, control panels), emergency service, and repairs due to damage or negligence.

The estimated value for the entire period of performance is $102,752 (base year $18,596 plus four option years with 5% annual escalation).

Performance Standard: Following annual maintenance, all equipment shall be returned to full operational status with generators producing rated capacity, all dosing pumps calibrated within ±5%, all sensors functioning, all alarms operational, and zero leaks.

SECTION 4: IDENTIFICATION OF THE STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION

This acquisition is conducted under the authority of 41 USC 3304, as implemented by FAR 6.103 and substantiated by the following:

☒ FAR 6.103-1 (d) – Only one responsible source and no other supplies or services will satisfy agency requirements – Application for brand-name descriptions.

SECTION 5: DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED

a. **Manufacturer Authorization Requirement**

Per Section 7.9.5 of the Statement of Work, the service provider must submit authorization letter from Dioxide Pacific for technical services and support. This authorization is essential because Dioxide Pacific systems utilize proprietary electrochemical cell technology and control algorithms protected as trade secrets. Only authorized providers receive access to OEM maintenance manuals, technical bulletins, and diagnostic software. Factory training at manufacturer facilities is required for cell maintenance, control system programming, and safety protocols. Equipment warranty explicitly requires authorized maintenance; unauthorized service voids warranty with

replacement cost exposure of $150,000-$200,000. Manufacturer disclaims liability for equipment failures from unauthorized maintenance.

b. Specialized Technical Knowledge

Only authorized providers possess proprietary cell electrode cleaning procedures, torque specifications, membrane inspection techniques, and replacement criteria specific to CDE-10 and HGB-2.5 models. They have access to diagnostic software, programming parameters, firmware updates, and troubleshooting protocols. Factory certification includes training on electrochemical generation principles, cell maintenance, control diagnostics, and safety procedures including hydrogen detection calibration, ventilation interlock verification, and emergency shutdown testing specific to Dioxide Pacific designs.

c. Access to Proprietary Parts and Support
Authorized providers have exclusive access to electrochemical cells, proprietary sensors, and control components with manufacturer firmware that are not available through general suppliers. They have direct access to Dioxide Pacific engineering support hotline, technical bulletins, software updates, and troubleshooting assistance. Warranty support includes coordination for warranty claims, expedited parts shipping, and manufacturer liability backing.

d. Critical Safety Requirements
The systems present significant safety hazards. They provide the sole means of disinfecting potable water for Embassy personnel; failure could cause waterborne disease outbreaks. The HGB-2.5 generates explosive hydrogen gas; improper maintenance of ventilation, detection, or cell seals could cause explosions. Improper calibration could result in over/under-chlorination or chemical leaks. Incorrect maintenance could damage cells ($15,000-$25,000 each) or require full replacement ($150,000-$200,000). Only factory-trained technicians understand the safety protocols specific to this equipment.

e. No Alternative Qualification Path
Market research confirmed that Dioxide Pacific does not provide technical data packages and protects technology as trade secrets. The manufacturer will not license to non-authorized providers. Electrochemical generation is fundamentally different from conventional chlorination; general contractors lack specialized knowledge. Complexity, proprietary nature, and safety considerations preclude reverse engineering. Developing equivalent knowledge would exceed the contract value of $102,752.

f. Integration with Separate Contract
The chlorine/chlorine dioxide systems interface with the main water treatment plant maintained under separate contract. Interface points include ClO_2 injection after bag filters, chlorine injection after TRF, and PLC integration. Both contractors must coordinate maintenance schedules and troubleshoot water quality issues jointly. Authorized provider ensures clear accountability for generation equipment.

Conclusion:
Limiting competition to Dioxide Pacific authorized service providers is required due to proprietary technology requiring OEM-specific training and documentation, safety-critical operations involving hydrogen gas and chemical disinfection, exclusive parts access through authorized provider network only, warranty protection requiring authorized maintenance, and no alternative qualification paths available. This limitation represents maximum practicable competition given technical constraints while ensuring safe, effective, warranty-compliant maintenance of critical water disinfection systems.

The Dioxide Pacific brand name features — specifically the proprietary electrochemical cell technology, OEM-specific control algorithms, manufacturer-exclusive diagnostic software, and factory-trained maintenance protocols of the CDE-10 and HGB-2.5 models — are essential to the Government's requirement because the systems are already installed and operational at Post. Alternative water treatment technologies from other manufacturers (e.g., conventional sodium hypochlorite dosing systems, UV disinfection systems, or other electrochemical generation brands) use fundamentally different technologies, incompatible components, and proprietary architectures that cannot be used to service or maintain the installed Dioxide Pacific equipment.
Limiting competition to Dioxide Pacific authorized service providers represents the maximum practicable competition given the technical constraints of the installed proprietary systems, while ensuring safe, effective, and warranty-compliant maintenance of critical water disinfection infrastructure.

This is a brand name competition open to all Dioxide Pacific authorized service providers — not a sole-source action — and is not driven by a preference for any particular contractor.

SECTION 6. DESCRIPTION OF EFFORTS TO ENSURE THAT OFFERS WERE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE, INCLUDING WHETHER A NOTICE WAS OR WILL BE PUBLICIZED AS REQUIRED BY FAR SUBPART 5.2 AND, IF NOT, WHICH EXCEPTION UNDER FAR 5.201 APPLIES

A **Sources Sought Notice** was posted on SAM.gov on **April 27, 2026** with responses due **May 13, 2026**, requesting that all contractors holding valid Dioxide Pacific authorization for CDE-10 and HGB-2.5 systems express their interest in writing.

The synopsis clearly stated that competition would be limited to Dioxide Pacific authorized service providers under FAR 6.103-1 (d), contractors must submit proof of current manufacturer authorization, and non-authorized contractors may contact Dioxide Pacific to inquire about obtaining authorization.

This brand name justification will be published as an attachment to the Request for Quotations (RFQ) on the System for Award Management (SAM.gov) in accordance with FAR 5.201(c)(3) and DOSAM 613.106-1(b)(3).

A competitive RFP will be issued to all qualified authorized providers following the Sources Sought period.

Market Research Conducted:

Manufacturer Authorization Verification: Contacted Dioxide Pacific, Inc. headquarters and obtained official list of authorized service providers in South Asia region. Authorization requires factory training (5-day course, $5,000-$8,000 per technician), technical capability demonstration, and OEM parts agreement.

Local Market Survey: Most water treatment companies in Kathmandu have general water treatment capabilities but lack OEM expertise. Several expressed interest in obtaining authorization but cited cost and time barriers. Finding: Limited local expertise in electrochemical generation systems.

SAM.gov Database Search: Searched NAICS 221310, 238220 with keywords "chlorine dioxide," "Dioxide Pacific," "water treatment" in Nepal and South Asia region. Result: General water treatment contractors identified but few with Dioxide Pacific authorization. Conclusion: Dioxide Pacific authorization is specialized capability not widely available.

Technical Data Package Assessment: Inquiry to Dioxide Pacific regarding availability. Result: No technical data packages available; proprietary technology protected as trade secrets; maintenance documentation provided only to authorized providers under confidentiality agreements. Impact: Non-authorized contractors cannot obtain necessary technical information.

Cost to Create Competition Analysis: Estimated cost to develop non-authorized capability: $200,000-$405,000 (technical data, training, qualification, risk). Contract value: $102,752 (5 years). Conclusion: Cost to create competition exceeds contract value; not cost-effective.

Responses to Sources Sought:

Non-authorized general water treatment contractors expressed interest but lack Dioxide Pacific authorization. These contractors were informed of authorization requirements and how to contact Dioxide Pacific. They may compete if authorization obtained before solicitation closes.

Efforts to Maximize Competition:

The Government maximized competition by opening solicitation to all authorized providers in South Asia region (not just Nepal), providing adequate time for proposal preparation, maintaining transparent process with all authorized providers receiving identical information, and making Government points of contact available for questions.

Synopsis Posting:

Full synopsis posted on SAM.gov with competitive solicitation, clearly stating limitation to authorized sources under FAR 6.103-1(b), technical justification, and instructions for obtaining authorization. No exception to synopsis requirement applies per FAR 5.201.

Market Research Conclusion:

Comprehensive market research demonstrates that Dioxide Pacific authorized providers are limited, proprietary technology limits competition to authorized sources, factory training and OEM parts access available only through authorized providers, regional DOS practice confirms authorized-provider approach is standard, and cost to create competition exceeds contract value. Limiting to authorized providers represents maximum practicable competition given technical constraints.

SECTION 7. DETERMINATION BY THE CONTRACTING OFFICER THAT THE ANTICIPATED COST TO THE GOVERNMENT IS FAIR AND REASONABLE

The Contracting Officer has determined the anticipated **price** to the Government of the services covered by this J&A will be fair and reasonable based on **price competition, independent estimate, market prices, and comparison to substantially similar items**. By signing the justification, the Contracting Officer makes a determination that the **price** to the Government is expected to be fair and reasonable.

Price Competition:

Competition among Dioxide Pacific authorized service providers will be the primary basis for price reasonableness. The Government will solicit proposals from all identified authorized providers. Award will be made to the authorized provider offering best value based on technical capability, past performance, and price. This competitive process among qualified sources will ensure market-driven pricing within the constraints of the limited authorized provider pool.

Independent Estimate:

A detailed Independent Government Estimate (IGE) was prepared by the Facilities Management Section, U.S. Embassy Kathmandu on April 20, 2026:

IGE Base Year: $18,596

- Direct Labor (5-day on-site + remote support): $14,000
- Overhead (15%): $2,100
- G&A (5%): $805
- Profit (10%): $1,691

Total IGE (5 Years with 5% Annual Escalation): $102,752

The IGE is based on industry-standard labor rates for specialized OEM technical services ($200/hour), reasonable overhead (15%), G&A (5%), and profit margins (10%) for firm-fixed-price service contracts. The labor rate reflects specialized expertise required for Dioxide Pacific equipment including factory training costs, certifications, and specialized tools. Proposals will be evaluated against the IGE, with a reasonable range of ±15% ($15,807-$21,385).

Market Prices:

Manufacturer Pricing Guidance: Contacted Dioxide Pacific, Inc. to obtain typical pricing for annual maintenance of CDE-10 and HGB-2.5 systems. Manufacturer indicated typical contracts range from $15,000 to $25,000 annually depending on location, travel requirements, and scope. The IGE of $18,596 falls within this market range.

Comparison to Substantially Similar Items:

While no direct historical pricing exists for this specific requirement at U.S. Embassy Kathmandu, the IGE was compared to pricing for similar OEM-authorized maintenance services for specialized water treatment equipment at other DOS facilities. The IGE is consistent with pricing for comparable specialized technical services requiring factory training, proprietary parts access, and international travel to smaller markets.

Price Analysis Methodology:

Upon receipt of proposals, the Contracting Officer will conduct detailed price analysis including comparison to IGE to identify variances and assess reasonableness of each cost element, labor rate analysis comparing to industry standards for specialized OEM technical services, overhead and profit assessment verifying rates are within industry norms (12-20% overhead, 8-15% profit), travel cost verification confirming compliance with government travel rates, price realism ensuring pricing is sufficient to perform all required services, and negotiation to address any unreasonable cost elements with apparent successful offeror.

If only one proposal is received, the Contracting Officer will conduct detailed cost/price analysis, request supporting documentation, and negotiate to ensure fair and reasonable pricing even in the absence of price competition.

Option Year Pricing:

Option year prices include 5% annual escalation based on historical inflation rates for specialized technical services (3-5% annually). Before exercising each option year, the Contracting Officer will conduct market research to validate continued price reasonableness and reserves the right to reject unreasonable escalations and re-compete if necessary.

Cost-Benefit Consideration:

The price reasonableness determination also considers total cost of ownership. Using non-authorized contractors could result in equipment damage ($50,000), warranty voidance ($150,000-$200,000), and emergency repairs ($25,000), totaling $225,000 in risk exposure. The authorized provider approach at $102,752 over 5 years represents the most cost-effective solution when risks are considered.
By signing the justification, the Contracting Officer makes a determination that the **price** to the Government is expected to be fair and reasonable.

SECTION 8. DESCRIPTION OF THE MARKET RESEARCH CONDUCTED (SEE PART 10) AND THE RESULTS OR A STATEMENT OF THE REASON MARKET RESEARCH WAS NOT CONDUCTED

Market Research Period: March 2025 to April 2026 (within past 12 months)

Research Activities and Results:

1. Manufacturer Authorization Verification:

Contacted Dioxide Pacific, Inc. headquarters for support and services. Authorization requirements include factory training (5-day course, $5,000-$8,000 per technician), technical capability demonstration, OEM parts agreement, and liability insurance.

2. Local Market Survey:

Contacted water treatment companies in Kathmandu. Result: Limited companies hold Dioxide Pacific authorization; majority have general water treatment capabilities but lack OEM-specific expertise. Several companies expressed interest in obtaining authorization but cited cost and time barriers as obstacles. Conclusion: Limited local expertise in electrochemical generation systems exists in Nepal market.

3. SAM.gov Database Search:

Searched NAICS 221310 (Water Supply and Irrigation Systems), 238220 (Plumbing, Heating, and Air-Conditioning Contractors) with keywords "chlorine dioxide," "Dioxide Pacific," "water treatment," and "electrochemical generation" covering Nepal and South Asia region. Result: Contractors with general water treatment capabilities identified; limited contractors with Dioxide Pacific authorization. Conclusion: Dioxide Pacific authorization is specialized capability not widely available in contractor community.

4. Technical Data Package Assessment:

Inquiry to Dioxide Pacific regarding availability of technical data packages that would enable non-authorized contractors to maintain equipment. Result: No technical data packages available for purchase or licensing; proprietary technology protected as trade secrets; maintenance

documentation provided only to authorized providers under confidentiality agreements. Impact: Non-authorized contractors cannot obtain necessary technical information to safely and effectively maintain equipment.

5. Cost to Create Competition Analysis:

Estimated costs to develop non-authorized contractor capability including obtaining technical data package (if available), developing generic performance specifications, training alternative contractors, qualifying alternative sources, and risk of equipment damage during transition. Total estimated cost: $200,000-$405,000. Contract value: $102,752 over 5 years. Conclusion: Cost to create competition significantly exceeds contract value; not cost-effective approach.

Market Research Conclusions:

The comprehensive market research demonstrates that authorized Dioxide Pacific service providers represent a limited pool; proprietary technology and trade secret protections limit competition to authorized sources; training and OEM parts access are available only through authorized providers; regional DOS practice confirms authorized-provider approach is standard for this equipment type; cost to create competition ($200,000+) exceeds total contract value ($102,752); and limiting competition to authorized providers represents maximum practicable competition given technical constraints.

The market research was meaningful, conducted within the past 12 months, and supports the determination that limiting competition to Dioxide Pacific authorized service providers is necessary and appropriate for this requirement.

SECTION 9. ANY OTHER FACTS SUPPORTING THE USE OF OTHER THAN FULL AND OPEN COMPETITION

Note: This acquisition is a brand name competition, open to all responsible sources holding current, valid authorization from Dioxide Pacific (original equipment manufacturer) for technical services and support of the CDE-10 chlorine dioxide generator and HGB-2.5 electrochemical chlorine generator systems. This is not a sole-source action. The brand name restriction is driven entirely by the proprietary nature of the Dioxide Pacific electrochemical chlorine and chlorine dioxide generator systems already installed at the Singh House Compound, U.S. Embassy Nepal, not by a preference for any particular contractor.

1. No Performance Specification Available

Performance specifications suitable for full and open competition cannot be developed because Dioxide Pacific proprietary technology is protected as trade secrets. The

manufacturer will not release technical specifications, and developing specifications through reverse engineering would exceed contract value and delay critical maintenance.

2. Critical Infrastructure

The systems provide sole means of disinfecting potable water for Embassy personnel. No backup systems exist. System failure would require emergency bottled water or operational disruption. Water system integrity is a security concern for diplomatic facilities.

3. Warranty and Financial Risk

Equipment warranty requires authorized maintenance. Using non-authorized contractors voids warranty with replacement cost exposure of $150,000-$200,000. Manufacturer disclaims liability for unauthorized maintenance.

4. Integration with Separate Contract

The chlorine/chlorine dioxide systems interface with main water treatment plant maintained under separate contract. Clear technical accountability requires Dioxide Pacific expertise for generation equipment.

5. Time Constraints

Services must commence July 2026. Alternative approaches would require 14-25 months, exceeding manufacturer-recommended service intervals and increasing equipment failure risk.

6. Intellectual Property

U.S. Patents protect electrochemical cell technology. Control algorithms are trade secrets. Government cannot compel manufacturer to provide technical data or authorize additional providers.

7. Life-Cycle Cost

Authorized provider maintenance (5 years): $102,752. Risk costs with non-authorized maintenance: $225,000. Authorized providers offer lowest total cost of ownership.

8. Safety Requirements

The HGB-2.5 generates explosive hydrogen gas. Improper maintenance could create explosion hazards. Only factory-trained technicians understand system-specific safety protocols.

SECTION 10. LISTING OF THE SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION

Jafri Brothers LLC *has expressed written interest in this acquisition. Vendor's eligibility is unclear or pending. A determination will be made prior to solicitation close.*

SECTION 11. STATEMENT OF THE ACTIONS, IF ANY, THE AGENCY MAY TAKE TO REMOVE OR OVERCOME ANY BARRIERS TO COMPETITION BEFORE ANY SUBSEQUENT ACQUISITION FOR THE SUPPLIES OR SERVICES REQUIRED

The U.S. Embassy Kathmandu and Bureau of Global Acquisitions will take the following actions to expand competition:

Short-Term Actions (Years 1-2):

Engage Dioxide Pacific: Contact manufacturer within 3 months of contract award to discuss expanding authorized provider network in South Asia and identify opportunities to reduce authorization barriers.

Contractor Outreach: Share authorization information with qualified water treatment companies through industry associations, U.S. Commercial Service, and direct contact to encourage pursuit of authorization.

Monitor Market: Annually contact Dioxide Pacific for updated authorized provider list; track new authorizations and regional expansion.

Medium-Term Actions (Years 3-5):

Re-Compete if Sources Emerge: Before each option year, assess whether additional authorized providers entered market; re-compete if additional qualified providers identified.

Regional Coordination: Coordinate with other DOS posts in South Asia using Dioxide Pacific equipment; explore consolidated regional contract to attract additional providers.

Technical Data Package: Investigate feasibility and cost of obtaining technical data package from manufacturer to enable broader competition.

Long-Term Actions (5+ years):

Evaluate Alternative Technologies: When equipment reaches end-of-life, research alternative chlorine/chlorine dioxide generation systems with broader service networks; select replacement equipment considering both performance and maintenance competition availability.

Document Lessons Learned: At contract end, assess effectiveness of authorized provider approach and make recommendations for future acquisitions.

Expected Timeline:

Years 1-2: Competition among currently identified authorized providers; active outreach to encourage additional authorizations.

Years 3-5: Re-compete if additional providers enter market; assess technical data package feasibility.

5+ years: Evaluate alternative technologies for equipment replacement; conduct full and open competition for new equipment procurement.

The Government will maximize competition among authorized providers while working to expand the qualified source pool.

SECTION 12. CERTIFICATIONS

All reviews and approvals should be completed in the order listed unless otherwise authorized or required.

Role	Name	Title	Date
Technical Cognizance	Pradhumna Adhikari	Mechanical Engineer Supervisor	06.08.2026
Contracting Officer Certification	Albina Collingham	Contracting Officer, U.S. Embassy Nepal	06.08.2026
Division Director	Aisha P O'Neal	HCA, U.S. Embassy Nepal	[Date]

TECHNICAL AND REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this Justification and its supporting acquisition planning documents, except as noted herein, are complete and accurate to the best of my knowledge and belief.

Technical Cognizance:
SIGNATURE:

_____ **__05.29.2026__**

Name Pradhumna Adhikari
Title Mechanical Engineer Supervisor

Requirements Cognizance:

SIGNATURE:

Albina Collingham

_____ _____06.08.2026_____

Albina Collingham Date

Contracting Officer, US Embassy Nepal

CERTIFICATIONS (Continued)

CONTRACTING OFFICER CERTIFICATION (FAR 6.104-1(a)(12))

I certify that this submission is accurate to the best of my knowledge, and that it contains complete information necessary to enable other officials to make an informed recommendation for approval or disapproval.

SIGNATURE:

Albina Collingham

_____ _____06.08.2026_____

Albina Collingham Date

Contracting Officer

SIGNATURE:

_____ _____

Aisha P O'Neal Date

HCA,
U.S. Embassy Nepal

SECTION 13. APPROVALS

N/A