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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER PR15968851	PAGE 2 OF 45
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19NP4026Q0020	6. SOLICITATION ISSUE DATE: Jun-04-2026
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Sanju Gurung		b. TELEPHONE NUMBER(No collect calls) 014234165	8. OFFER DUE DATE/ LOCAL TIME July-3-2026, 17:00Hrs

9. ISSUED BY CODE

American Embassy Kathmandu
Bramha Cottage, Narayan Gopal Sadak,
Maharajgunj, Kathmandu

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: % FOR

☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS SMALL BUSINESS

☐ SERVICE-DISABLED VETERAN OWNED ☐ 8(A)

NAICS: 238220
SIZE STD:

11. DELIVERY FOR FOB

DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO: Code

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

16. Administered by:

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

17.a. CONTRACTOR/OFFEROR CODE FACILITY CODE

PAYMENT WILL BE MADE BY

Financial Management Officer
American Embassy Kathmandu
Bramha Cottage, Narayan Gopal Sadak,
Maharajgunj, Kathmandu

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT in US$
1.	Preventive Maintenance Service Contract of New Water Treatment Plant at US Embassy Nepal SAM registration is mandatory for this solicitation. A valid SAM registration is condition for award. For SAM registration please visit http://www.sam.gov (Use Reverse and/or Attach Additional Sheets as Necessary)	1	ALL		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __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 HEREIN..

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Albina Collingham	31c. DATE SIGNED

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
19NP4026Q0020
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 to for **Preventive Maintenance Service Contract of New Water Treatment Plant** at US Embassy Nepal in accordance with Statement of Work**.**

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

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.

Performance Objective	**Scope of Work Paragraphs**	**Performance Threshold**
Services. Performs all **Preventive Maintenance Service Contract of New Water Treatment Plant for U.S Embassy Nepal** services set forth in the scope of work.	Statement of work	All required services are performed and no more than one customer complaint is received per month.

1. 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.

2. STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the 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 (NOV 2023), if any of the services exceed the standard.

3. 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.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(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) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) 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.

II. PRICING

The contractor shall include VAT as a separate charge on the invoice and as separate line items.

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 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service ($)	Total per year ($)
001	PMSC Services: Potable Water Treatment System	1	Semi Annually	2		
	Total Base Year					

1.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service ($)	Total per year ($)
002	PMSC Services: Potable Water Treatment System	1	Semi Annually	2		
	Total Option Year 1					

1.3. Option Year 2. The Contractor shall provide the services shown below for option Year 2 of the contract, and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service ($)	Total per year ($)
003	PMSC Services: Potable Water Treatment System	1	Semi Annually	2		
	Total Option Year 2					

1.4. Option Year 3. The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service ($)	Total per year ($)
004	PMSC Services: Potable Water Treatment System	1	Semi Annually	2		
	Total Option Year 3					

1.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service ($)	Total per year ($)
005	PMSC Services: Potable Water Treatment System	1	Semi Annually	2		
	Total Option Year 4					

Pricing must be in NPR/or USD.

1.6. Total for all years: Base Year $_____
Option Year 1 $_____
Option Year 2 $_____
Option Year 3 $_____
Option Year 4 $_____
TOTAL $_____

1.7 Repair option. Repairs are NOT included under this agreement (see 7.1.3) 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. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates

Base Year $_____/hr
Option Year 1 $_____/hr
Option Year 2 $_____/hr
Option Year 3 $_____/hr
Option Year 4 $_____/hr

1.8 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. Please indicate how the emergency service will be billed (hourly, trip charge, etc).

Emergency Service Rates

Base Year $_____/ hr

Option Year 1 $_____/ hr

Option Year 2 $_____/ hr

Option Year 3 $_____/ hr

Option Year 4 $_____/ hr

III. VALUE ADDED TAX

VAT VERSION A

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:

CONTINUATION TO SF-1449,
RFQ NUMBER 19NP4026Q0020
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK (SOW)

INTRODUCTION

Background

1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide water treatment maintenance services at the Singh House Compound, U.S. Embassy, Kathmandu, Nepal in accordance with this contract.

1.2 The water treatment systems to be maintained are as follows

- Domestic (Potable) Water Treatment System

1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain water treatment maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions. The water treatment service contract will include but not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control water-related problems such as corrosion, scaling, general deposits, and microbiological fouling of the potable water systems.

EXCLUSIONS: This contract does NOT include maintenance, chemicals, or services

related to the Dioxide Pacific chlorine generator (HGB-2.5), chlorine dioxide

generator (CDE-10), or their associated SEKO dosing pumps (Spring MS1B models).

These systems are maintained under a separate contract.

All work shall comply with the requirements described in the following, as a minimum:

- NSF/ANSI Standards (NSF International and American National Standards Institute)
- AWWA Standards (American Water Works Association)
- SDS (Safety Data Sheet) Regulations
- ASTM International D Standards
- NFPA (National Fire Protection Association) Codes and Standards
- UL (Underwriters Laboratories) Standards
- IEEE (Institute of Electrical and Electronics Engineers) Standards
- NEMA (National Electrical Manufacturer Association) Standards
- OSHA (Occupational Safety and Health Administration) Standards
- And all applicable manufacturer installation, operations and maintenance (O&M) instructions/requirements
- All U.S. Dept. of State, Safety Health and Environmental Management (SHEM) requirements

OBJECTIVES

2.1 The purpose of this scope of work is to define the requirements for the planning, procurement, and maintenance of the potable water systems located at the Embassy Compound. The intent of this service contract is to preserve the current piping, potable water systems, and establish a cost-effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling and meet water treatment goals. All work shall be executed in accordance with the project SOW, approved water treatment chemicals, associated contract documents and be compliant with all applicable safety, equipment and building codes and standards.

TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in Nepalese Rupees or ***(US dollars).*** Prices are for all Contract Line Items. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

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 Jul/Aug 2026.

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

7.1 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

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 reviewing 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 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 obtain the authorization letter from the original equipment manufacturer of water treatment plant for technical services and support for the filtration and treatment systems covered

under this contract.

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):

COR: 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 - Mechanical Engineer Supervisor

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. 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 semiannual 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 establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage. The Contractor will submit typewritten proposed control ranges for each parameter specified in exhibit A 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 (excluding Dioxide Pacific chlorine and chlorine dioxide generation equipment, which is covered under separate contract)

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.

Training shall focus on: - Filtration systems (multimedia, iron manganese, activated carbon, cartridge) - Softening systems - Ammonia and tannin removal systems - pH adjustment and backup disinfection systems - Water quality testing and monitoring - System integration and coordination with chlorine generation contractor

13.7.2 The contractor shall arrange for onsite training for minimum 1 day during each semiannual visit (2 days total per year) without additional training cost.

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.

13.9The water treatment Contractor shall discuss the water treatment conditions with the Facility Manager and operating engineers on a monthly basis and follow up with a typewritten and signed service report within _5__ business days after each visit. The report shall be in English and contain the results of water treatment Contractor's on-site and laboratory tests, comment on the status of each system, and include specific recommendations for action if necessary.

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:

Domestic (Potable) Water Treatment System (Excluding Chlorine and Chlorine Dioxide Generation)

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 (Filtration, Softening, and Treatment - Excluding Chlorine/Chlorine Dioxide Generation)

Volume: Domestic Water 50 gpm

SCOPE CLARIFICATION:

This contract covers all water treatment plant components EXCEPT: - Dioxide Pacific Chlorine Dioxide Generator (CDE-10) - Dioxide Pacific Chlorine Generator (HGB-2.5) - Associated SEKO dosing pumps for chlorine/chlorine dioxide

These excluded systems are maintained under separate contract.

III. DESCRIPTION OF EQUIPMENT:

A. Process Chart

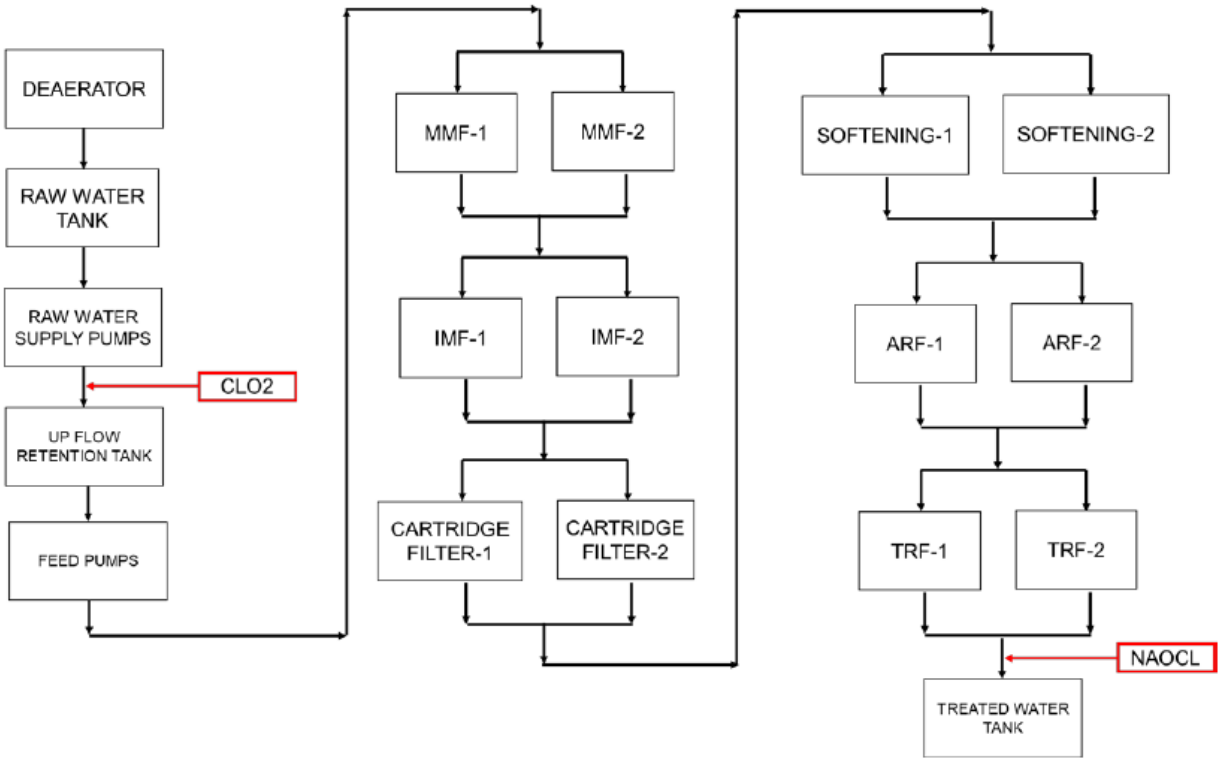

Figure 1 Process Flow Chart of the Water Treatment Plant

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

S.N	Components of the Plant	Technical Details	Quantity	Make/Model (If Applicable)	Responsibility of Contractor	Remarks
1	Deaerator	Dia: 508 mm, Material: Epoxy Coated Carbon Steel	1	AQUASHINE	Cleaning of the Filter Screens	
2	Perforated Pipes	2 inch CPVC pipes perforated uniformly for raw water supply	3	NA	Thorough Cleaning of the Perforations, checking of the flush valves.	
3	Blower	Centrifugal Blower, 140 mbar, 80 cu m/hr	1	PROAIR A2MSX-16	Preventative Maintenance with the associated replacement parts as per manufacturers recommendation	
4	Raw Water Supply Pumps	Wilo	2	Wilo	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).	
5	Bag Filters	100 micron bag filter, 3 " connection, SS304 material	2	AQUASHINE	Replacement of Filters. The Filters shall be supplied by the contractor.	Replacement Filters shall be provided for next fiscal year in preceding year.
6	Up Flow Retention Tanks	FRP Material tank	2	AQUASHINE	Preventative Maintenance with the inspection of drainage and flushing system.	
7	Feed Pumps	50 gpm@ 208 ft	2	EBARA EVMSG10 8N5Q1BEGE/3.0	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).	
8	Multi Media Filter	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h	2	AQUASHINE	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.	

		Minerals: Gravel (5-8): 175 kg, 3-5 mm: 150 kg: 1-3 mm: 125 kg: Sand 0.5-1.2 : 200 kg, Anthracite: 175 lt.			
9	Iron Manganese Filter (IMF)	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h Minerals: Gravel (5-8): 75 kg, 3-5 mm: 50 kg: 1-3 mm: 100 kg: DMI65 : 575 lt	2	AQUASHINE	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.
10	Cartridge Filter	5 micron cartridge filter	2	AQUASHINE	
11	Activated Carbon Filter	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Automatic Valve and Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h Minerals: Gravel (5-8): 50 kg, 3-5 mm: 75 kg: 1-3 mm: 50 kg: Activated Carbon: 300 kg	2	AQUASHINE and CLACK WS2 EI (Automatic Valve)	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.

12	Softening System	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Automatic Valve and Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h Minerals: Gravel (5-8): 50 kg, 3-5 mm: 75 kg: 1-3 mm: 50 kg: C100E: 575 lt.	2	AQUASHINE and CLACK WS2 EI (Automatic Valve)	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.
13	Ammonia Removal Filter	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Automatic Valve and Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h Minerals: Gravel (5-8): 50 kg, 3-5 mm: 75 kg: 1-3 mm: 50 kg: C100E: 575 lt.	2	AQUASHINE and CLACK WS2 EI (Automatic Valve)	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.
14	Tannin Removal Filter	Flow Rate: 11.5 cu m/h, Tank Dia: 914 mm, Length: 1850mm, FRP Material, Automatic Valve and Electric Acutated Valves, Backwash Flow Rate: 22.7 cu m /h Minerals: Gravel (5-8): 75 kg, 3-5 mm: 75 kg: 1-3 mm: 100 kg: A502PS: 575 lt.	2	AQUASHINE and CLACK WS2 EI (Automatic Valve)	Preventative Maintenance of the System as per manufacturers recommendation including valves, backwash, idle and rinse cycle to meet design conditions.

15	Brine Transfer Pump	Capacity: 2 cu m /hr @ 8 m	1	NOZBART Hamsi 1/3	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).
16	Backup NaOCL Dosing System	Capacity: 20 lt/h @ 10 bar	2	SEKO/ Spring MS1	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).
17	Treated Water Tank	Concrete	3	NA	Inspection of Control and Float Switches. Replacement as necessary
18	NaOH Dosing Pumps	Capacity: 40 lt/hr @ 10 bar	2	SEKO/Spring MS1	Overall Maintenance of the pump and pump controller to the design operating condition along with the service parts (if necessary).
19	PLC Control Systems	Control Logic and Control System	1	AQUASHINE	Inspection and Maintenance of the Control System, Valves, Acutators, Electrical Connections etc . Replacement as necessary
20	Misc.	Misc Components	1	NA	All the accessories components like pressure reducing valves, CPVC pipes and fittings, UPVC Drain Pipes, brine filtration unit etc shall be inspected, serviced and replaced (if necessary). The replacement parts shall be provided by the contractor.

NOTE: The following equipment is specifically EXCLUDED from this contract and is maintained under separate contract: - Chlorine Dioxide Generator System (Dioxide Pacific CDE-10) - Electrochemical Chlorine Generator (Dioxide Pacific HGB-2.5) - Chlorine Dioxide Dosing Pumps (2x SEKO Spring MS1B, 120 lt/h) - Chlorine Dosing Pumps (2x SEKO Spring MS1B, 11 lt/h) Coordination between contractors may be required for integrated system testing.

D. CONTRACTOR COORDINATION REQUIREMENTS

Since the water treatment plant is maintained under two separate contracts,

coordination between contractors is essential:

THIS CONTRACT COVERS:

- ✓ Raw water supply pumps (Wilo)
- ✓ Bag filters
- ✓ Up-flow retention tanks
- ✓ Feed pumps (EBARA)
- ✓ Multimedia filters
- ✓ Iron manganese filters (IMF)
- ✓ Cartridge filters
- ✓ Activated carbon filters (ACF)
- ✓ Softening systems
- ✓ Ammonia removal filters (ARF)
- ✓ Tannin removal filters (TRF)
- ✓ Brine transfer pump
- ✓ Backup NaOCl dosing system
- ✓ NaOH dosing pumps
- ✓ Treated water tanks
- ✓ PLC control systems (except Dioxide Pacific equipment controls)
- ✓ Miscellaneous components (PRVs, pipes, fittings, etc.)

SEPARATE CONTRACT COVERS (SOW_PMSC_Dioxide.docx):

- ✗ Chlorine dioxide generator (Dioxide Pacific CDE-10)
- ✗ Chlorine generator (Dioxide Pacific HGB-2.5)
- ✗ Chlorine dioxide dosing pumps (2x SEKO Spring MS1B, 120 lt/h)
- ✗ Chlorine dosing pumps (2x SEKO Spring MS1B, 11 lt/h)
- ✗ Associated controls and sensors for above equipment

COORDINATION PROTOCOLS:

1. Both contractors shall coordinate maintenance schedules with COR to minimize system downtime
2. When integrated system testing is required, both contractors shall be present
3. Water quality issues shall be jointly investigated to determine root cause
4. Each contractor shall document interfaces with the other contractor's equipment
5. Emergency response shall be coordinated through COR/PCO
6. Both contractors shall attend joint annual review meeting with Embassy staff

INTERFACE POINTS:

- ClO_2 injection point (after bag filters) - dosing by separate contractor, piping/valves by this contractor
- Chlorine injection point (after TRF) - dosing by separate contractor, piping/valves by this contractor
- Water quality monitoring - both contractors verify their respective systems are performing correctly
- PLC integration - this contractor maintains main PLC, separate contractor maintains Dioxide Pacific equipment controls

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance 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

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.

At a minimum, the following work must be done:

Monthly:

he Service program shall consist of the Embassy Facilities staff conducting routine (daily/weekly) operator testing of the potable water treatment systems and monthly e-mailing the results to the contractor, with copy to OBO/FAC (water_testing_group@state.gov). NOTE: Chlorine and chlorine dioxide generation equipment performance data will be reviewed by a separate contractor. This contractor shall focus on filtration, softening, and other treatment system performance excluding the Dioxide Pacific equipment.

Semi Annually:

Potable Water Treatment System

i. Maintenance Description:
   1. Check and record pressures and chemical levels.
   2. Clean chemical dosing detection probes. Report malfunctioning probes to the COR

ii.Safety and Special Handling Description:

1. Chemicals must comply with the Environmental Protection Agency (EPA) regulations, ANSI/NSF Standard 60 Certification and be handled in accordance with occupational safety requirements. Employ PPE against injuries caused by corrosive or hazardous treatment chemicals as appropriate.
2. Be familiar with the Safety Data Sheets (SDS) of any chemicals used in the water treatment program
3. Assure that post water treatment specialists/technicians understand the proper operation and maintenance of the equipment and correct any deficiencies found with on-site personnel's familiarizations with equipment.
4. Water treatment must be based on proven standard engineering practices and Post specific water treatment goals.
5. Follow treatment as directed by manufacturer.
6. Maintenance includes chemicals, chemical feeding, maintaining proper water conditions, controlling bleed off, protecting idle equipment, and record-keeping
7. Ensure chemicals are properly stored, test equipment clean, and that chemicals have not passed expiration date.
8. All tests shall conform to the manufacturer test procedures and standard values.
9. Maintain records and test results

iii. Maintenance Procedures:
1. Review daily logs for trends
2. Check chemical levels in the chemical addition tanks. Adjust chemical level and clean tank if necessary.
3. Check system for any signs of leakage
4. Check all tubing for tightness
5. Inspect and clean metering pumps (NaOH dosing pumps and backup NaOCl dosing pumps only - chlorine/chlorine dioxide dosing pumps are excluded):
   a. Check the pump diaphragm for damage, clean if needed.
   b. Check chemical seepage at vent hole.
   c. Check that the discharge tubing is connected firmly to the liquid end. d. Check that the liquid end is generally watertight (especially vent hole)
   e. Check for correct feed.
   f. Check electrical connections for wear.
   NOTE: SEKO dosing pumps associated with chlorine and chlorine dioxide generators are maintained under separate contract.
6. Clean the sensors (pH, chlorine, as applicable).
   a. Clean filters, flow cell, and fittings.
7. Calibrate the sensors. Report any malfunctioning sensors to the COR.
8. Check chemical addition tanks to ensure no damage or leakage.
9. Test unit safety functions:
   a. Ensure the alarm relay works.
   b. Check the function of the flow sensor and ensure the controller stops.
10. Wipe down the unit.
11. Verify maintenance records for all components of the water treatment system.
12. Check total and free chlorine and pH in all domestic water tanks.

NOTE: Chlorine residual verification is for water quality confirmation only. Chlorine generation equipment maintenance and calibration is performed under separate contract. Report any chlorine residual deficiencies to COR for coordination with chlorine generation contractor.

<u>Booster Pumps</u>

i. Safety & Special Instructions:
1. Follow site and manufacturer's safety procedures.
2. Perform applicable lockout/tag-out steps of site safety procedures.
3. Schedule outage with operating personnel.
4. Record and report equipment damage or deficiencies.
5. Obtain and review manufacturer operation and maintenance instructions.
6. All tests shall conform to the manufacturer test procedures and standard values.

ii. Maintenance Description:
1. Clean and inspect the booster pump.
2. Clean and inspect motor.
3. Lubricate motor.

iii. Maintenance Procedures:
1. Lock out and Tag out unit.
2. Clean and inspect pump.
   a. Clean accumulated dirt and grime from pump casing, shaft coupling, and motor.
   b. Inspect electrical wiring, motor, and controls for signs of over-heating, broken insulation, loose or corroded connections, or damaged conduit.
   c. Check for evidence of leaks.
   d. Check alignment of coupling and security of base-plate mounting bolts.

3. Lubricate pump (if applicable).
4. Conduct operational test of the circulating pump.
   a. Start pump. Check flanges and fittings for leaks.
   b. Check for unusual noise or vibration.
   c. Return the unit to service.
5. Check the motor.
   a. Inspect electrical wiring, motor, and controls for signs of over-heating, broken insulation, loose or corroded connections, or damaged conduit.
   b. Meggar check motor, record results.
   c. Check running current and voltage for each phase, record results.
6. Lubricate the motor (if applicable). NOTES: DO NOT OVERGREASE THE MOTOR. USE MOTOR RATED GREASE. DO NOT USE PUMP GREASE IN THE MOTOR.

<u>Annually:</u>

<u>Potable Water Treatment System</u>

(In addition to all semi annual maintenance described above)

i. Safety & Special Instructions:
   1. Schedule outage with operating personnel.
   2. Follow site and manufacturer's safety procedures.
   3. Record and report any equipment damage or deficiencies found during this maintenance task.
   4. Record all test results in the component maintenance log.
   5. Obtain and review manufacturers operation and maintenance instructions.

ii. Maintenance Description:
   1. Check the system for proper performance.
   2. Service the system.
   3. Check the backwash flow controller for proper operation.

iii. Maintenance Procedures (General)
   1. Cycle the backwash flow controller and verify proper operation (as applicable).
   2. Evaluate any media for replacement.

   Conduct water quality testing to verify maintenance of water quality treatment goals as specified by section 10 of this contract. Have treated water tested by a certified laboratory for an analysis of the following parameters: pH, alkalinity, aluminum, calcium, copper, bromide, fluoride, nitrite, nitrate, orthophosphate, silica, strontium, iron, manganese, lead, magnesium, sodium, chloride, total hardness, total dissolved solids (TDS), turbidity, free chlorine, coliform bacteria, HPC, and temperature.

   NOTE: While this contractor shall verify chlorine residual levels in treated water, the chlorine and chlorine dioxide generation equipment that produces these residuals is maintained under separate contract. Any deficiencies in chlorine generation capacity shall be reported to COR for coordination with the appropriate contractor.

iv. Maintenance Procedures
   The contractor shall follow manufacturer recommended preventative measures, apply corrective techniques to the associated faults and at minimum perform the tasks as mentioned in the Table 1 above. The tasks should also cover but not limited to following tasks:
   1. Check backwash filter
   2. Check softening
   3. Flush softening
   4. Check dosage/metering

5. Adjust dosage/metering
6. Measure water hardness and adjust system to achieve desired hardness level.
7. Measure water conductivity
8. Measure water pH number
9. Check pressure gauges for proper operation
10. Check density of brine solution in salt tank
11. Check operation of float control in brine
12. Inspect water softening piping, fittings and valves for leaks
13. Lubricate valves and motors
14. Inspect softener base and brine tank for corrosion and repair as needed
15. Check operation of automatic fill valve in brine tank
16. Check electrical wiring and phasing
17. Check cleanliness
18. Check control system
19. Check system functioning
20. Measure turbidity, free chlorine residual, iron, manganese, total dissolved solids (TDS), alkalinity, and temperature of finished water

Controllers: Chemical and Other Treatment Processes (for example: pH adjustment, NaOH addition, backup NaOCl addition, corrosion inhibitor addition), and Pumps (Circulation and Well)

Note: Controllers for chlorine and chlorine dioxide generation systems (Dioxide Pacific equipment) are maintained under separate contract and are excluded from this section.

i. Safety & Special Instructions

1. Schedule outage with operating personnel.
2. Perform applicable lockout/tag-out steps of site safety procedures.
3. Record and report equipment damage or deficiencies.
4. Review and follow the manufacturer OM instructions.
5. Record results in the equipment history log.

ii. Maintenance Description:

1. Clean and inspect controller.
2. Operational test controller.

iii. Maintenance Procedures:

1. Visually inspect for broken parts, contact arcing, or any evidence of overheating.
2. Check line and load connections for tightness (check manufacturer instructions fo

3. r torque specifications).
4. Check mounting screws for tightness.
5. Check all control wiring connections for tightness.
6. Check all timers/clocks for proper operation.
7. Clean interior and exterior of cabinet.
8. Energize circuit and check operation of the controller. Verify each controlled circuit operates properly.
9. Replace burned out pilot lights. Check alarm and remote indicators where applicable.
10. Evaluate UPS Power supplies for replacement.

The water treatment Contractor shall determine the dosage levels of chemicals and stay within the specified operating parameters:

Parameters	**Maintenance Levels**
For Maintenance of Potable Water Quality Treatment Goals	
Chlorine Residual	0.2 – 0.5 mg/L in all parts of the distribution system
Microbiological and Chemical constituents	Treated water meets U.S. Environmental Protection Agency Primary and Secondary Drinking Water Regulations (40 CFR Parts 141-143)
For Maintenance of Piping and Equipment	
Corrosion on mild steel	Less than 2.0 mpy
Pitting attack on mild steel	None
Corrosion on copper alloys	Less than 0.2 mpy
Scaling and deposition	None
Microbiological fouling	1. No visible deposits 2. No health hazards 3. Total Heterotrophic Plate Count (HPC) less than 500/CFU

NOTE ON CHLORINE RESIDUAL MAINTENANCE: This contractor is responsible for verifying that chlorine residual levels meet the specified range (0.2 - 0.5 mg/L) throughout the distribution system. However, the equipment that generates chlorine and chlorine dioxide (Dioxide Pacific HGB-2.5 and CDE-10) is maintained under a separate contract.

CONTRACTOR RESPONSIBILITIES:

- Monitor and report chlorine residual levels
- Verify backup NaOCl dosing system is operational - Coordinate with chlorine generation contractor when residuals are out of range
- Ensure filtration and treatment systems do not deplete chlorine residuals

EXCLUDED FROM THIS CONTRACT:

- Maintenance of chlorine/chlorine dioxide generators
- Calibration of chlorine/chlorine dioxide generation equipment
- Repair of SEKO dosing pumps associated with generators
- Chemical supply for chlorine generation (Dertivox-20, salt, etc.)

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_212_4

52.212-5 [Reserved]

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)

52.249-2 Termination for Convenience of the Government (Fixed-Price). https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_249_2

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 this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION 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 (DEVIATION) (JAN 2026)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION) (JAN 2026)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS MAINTENANCE (DEVIATION) (JAN 2026)
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION) (FEB 2026)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION) (JAN 2026)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) (JAN 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.

(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)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (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)

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)

652.215-70 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).

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

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

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

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

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

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

(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 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:

	Date	**Day**	**Event**
(A)	January 01, 2026	Thursday	New Year's Day
(A)	January 19, 2026	Monday	Birthday of Martin Luther King Jr./ Sonam Lohsar
(A)	February 16, 2026	Monday	Washington's Birthday
(N)	March 02, 2026	Monday	Holi Purnima
(N)	April 14, 2026	Tuesday	Nepali New Year
(N)	May 01, 2026	Friday	Buddha Jayanti/International Labor Day
(A)	May 25, 2026	Monday	Memorial Day
(A)	June 19, 2026	Friday	Juneteenth National Independence Day
(A)	July 03, 2026	Friday	Independence Day
(N)	September 04, 2026	Friday	Shree Krishna Janmastami
(A)	September 07, 2026	Monday	Labor Day
(A)	October 12, 2026	Monday	Columbus Day
(N)	October 19, 2026	Monday	Astami (Dashain)
(N)	October 20, 2026	Tuesday	Nawami (Dashain)
(N)	October 21, 2026	Wednesday	Dashami (Dashain)
(N)	October 22, 2026	Thursday	Ekadashi (Dashain)
(N)	November 09, 2026	Monday	Gai Puja (Tihar)

(N)	November 10, 2026	Tuesday	Gobardhan Puja (Tihar)
(A)	November 11, 2026	Wednesday	Veterans Day/Bhai Tika (Tihar)
(A)	November 26, 2026	Thursday	Thanksgiving Day
(A)	December 25, 2026	Friday	Christmas Day

Note: (A) = American Holiday
(N) = Nepali Holiday

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)

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

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

(a) <u>The COR for this contract is Mechanical Engineer Supervisor</u>

(End of clause)

<u>652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)</u>

(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.

<u>652.243-70 NOTICES (AUG 1999)</u>

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 (SEP 2023) 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. The offeror shall provide proof of SAM registration to include the SAM UEI number.

2. 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.

3. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

4. 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.
5. The offeror's strategic plan for **Preventive Maintenance Service Contract of New Water Treatment Plant** at US Embassy Nepal services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
(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 of ensuring quality of services including but not limited to contract administration and oversight; 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 get the required insurance, and the name of the insurance provider to be used.

- A copy of the Certificate of Insurance, or
- A statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- Company brochure
- Client list

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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

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

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on 17/June/2026 (date) at 10:30 at Chancery compound, U.S Embassy, Maharajgunj. Prospective offerors/quoters should contact gurungs10@state for additional information or to arrange entry to the building.

1. **Queries Submission:**
   - Direct all questions or queries to the Secondary Contact at gurungs10@state for this solicitation with a copy to ktmcontracts@state.gov.
   - Primary and secondary contact details can be found on the Solicitation Notice Page at SAM.gov.

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 will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

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

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

- 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; and
    - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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 (JUL 1990)

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

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

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

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

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

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

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

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

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

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

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

(f) Iran Representation and Certifications.

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

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

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

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

52.204-24 [Reserved]

52.204-26 [Reserved]

52.212-3 [Reserved]

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

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

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

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14*** . Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions* .**

(End of provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

(a) Definitions. As used in this provision:
Foreign person means any person other than a United States person as defined below.

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

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

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

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

(End of Provision)

52.225-25 [Reserved]