Embassy of the United States of America

Singapore

July 10, 2026

Dear Prospective Offeror:

Subject: Solicitation No. 19SN1026R0010 – Preventive Maintenance Services for the Chiller Plant Building Management System (BMS)

Enclosed is a Request for Proposals (RFP) for the provision of preventive maintenance services for the Chiller Plant Building Management System (BMS) at the U.S. Embassy Singapore. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

The Embassy intends to conduct a pre-proposal conference at the U.S. Embassy Singapore. The conference will be held on ***July 17, 2026,*** at ***1500 hours*** (local time) at the U.S. Embassy Singapore . Prospective offerors should contact Choon Peng Ong at ongcp@state.gov or +65-6476 9087 by July 15, 2026 for additional information or to arrange entry to the building.

Proposals are due by August 11, 2026, at 1630 hours (local time). No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to SGProcurementRFQ@state.gov. It is important to ensure your submission complies with the file size and format requirements. Files must be submitted in Microsoft Word (doc or docx), Microsoft Excel (xls or xlsx) or Adobe Acrobat (pdf) format. Each e-mail, including attachments, must not exceed 30MB. If your submission exceeds 30MB, divide it into multiple emails, ensuring that each email (including attachments) is less than 30 MB.

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

1. SF-33
2. Section B, Pricing
3. Section K Representations and Certifications
4. Additional information as required in Section L

6. Proof of SAM Registration

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

Sincerely,

Kevin M Phillips
Contracting Officer

Enclosure: a/s

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 3 OF PAGES 83

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	19SN1026R0010	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/10/2026	PR15904986

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
AMERICAN EMBASSY SINGAPORE 27 NAPIER ROAD, ATTN: GSO/PROCUREMENT SINGAPORE 258508 SINGAPORE	SN100	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in SGProcurementRFQ@state.gov until 08/11/2026 *(Hour)* local time 1630 hours *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Choon Peng Ong		64769087		ONGCP@state.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
x	A	SOLICITATION/CONTRACT FORM	1	x	I	CONTRACT CLAUSES	17
x	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
x	C	DESCRIPTION/SPECS./WORK STATEMENT	4	x	J	LIST OF ATTACHMENTS	1
x	D	PACKAGING AND MARKING	1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
x	E	INSPECTION AND ACCEPTANCE	3	x	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	9
x	F	DELIVERIES OR PERFORMANCE	4				
x	G	CONTRACT ADMINISTRATION DATA	3	x	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	8
x	H	SPECIAL CONTRACT REQUIREMENTS	9	x	M	EVALUATION FACTORS FOR AWARD	2

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ninety (90) calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE
AMERICAN EMBASSY SINGAPORE 27 NAPIER ROAD, ATTN: GSO/PROCUREMENT SINGAPORE 258508 SINGAPORE	AMERICAN EMBASSY SINGAPORE 27 NAPIER ROAD, ATTN: FMO (Vendors include PO# on invoice) SINGAPORE 258508 SINGAPORE	

26. NAME OF CONTRACTING OFFICER *(Type or print*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies, materials, and equipment, as identified in this solicitation and Exhibit A (Maintenance Plan), for preventive maintenance services for the Chiller Plant Building Management System (BMS) at the U.S. Embassy Singapore, as described in Section C, Description/Specifications/Work Statement, and Exhibit A (Maintenance Plan).

B.2 TYPE OF CONTRACT

This is a firm-fixed-price contract for scheduled preventive maintenance services as defined in Exhibit A (Maintenance Plan). The fixed price will include all work, including furnishing all labor, materials, equipment, and services, overhead (including the cost of Workers' Compensation, which shall not be a direct reimbursement) and profit, unless otherwise specified. The Contractor shall perform scheduled preventive maintenance services in accordance with the systems, equipment, locations, task descriptions, and maintenance frequencies identified in Exhibit A (Maintenance Plan). The fixed price shall also include all incidental costs necessary to perform the required services, unless specifically identified elsewhere in the contract as separately reimbursable.

B.3 PRICING

B.3.1 Goods and Services Tac

The Contractor shall include GST as a separate charge on the invoice and as a separate line item in Section B. GST shall not be included in any unit prices or fixed prices and shall be shown separately. The applicable GST rate shall be the rate in effect at the time of invoicing in accordance with Singapore law. GST shall be applied only if the Contractor is GST-registered. If the Contractor is not GST-registered, the GST amount shall be shown as "$0", and each invoice shall include a statement indicating that the "Contractor is not GST-registered."

The Contractor is solely responsible for determining its GST registration status and for compliance with all applicable Singapore tax laws. The Government shall not be liable for any penalties, interest, or additional taxes arising from the Contractor's failure to properly register for, calculate, report, or remit GST. Any change in GST law or GST rate after contract award shall be applied as required by law and shall not constitute a change to the contract price.

B.3.2 Defense Base Act (DBA) Insurance

The Contractor shall obtain and maintain Defense Base Act (DBA) insurance in accordance with 42 U.S.C. § 1651 et seq. and FAR 28.309. Coverage shall extend to all Contractor and subcontractor employees engaged in the performance of this contract,

regardless of nationality, citizenship, or place of hire, unless a waiver is granted by the U.S. Department of Labor. DBA insurance shall be maintained for the entire period of contract performance, including all option periods exercised.

DBA insurance shall be purchased after contract award and prior to commencement of performance and shall be priced and paid under a separate Firm-Fixed-Price Contract Line Item Number (CLIN). Evidence of DBA insurance coverage shall be furnished to the Contracting Officer and the Contracting Officer's Representative (COR) prior to issuance of the Notice to Proceed.

B.3.3 Currency

All prices shall be submitted in Singapore Dollars (SGD), and all payments by the Government shall be made in Singapore Dollars.

B.3.4 Firm-Fixed Monthly Price for Scheduled Maintenance Services

(a) In consideration of satisfactory performance of all scheduled preventive maintenance services required under this contract, the Contractor shall be paid a firm-fixed monthly price for scheduled preventive maintenance services. No additional sums shall be payable on account of any escalation in the cost of materials, equipment, or labor, except where required by local law or as a result of a written contract modification executed by the Contracting Officer. The Contractor shall bear the risk of any increased costs resulting from its failure to properly estimate or accurately predict the cost or difficulty of performing the services required by Exhibit A (Maintenance Plan). The contract price shall not be adjusted on account of fluctuations in currency exchange rates.

B.4 BASE PERIOD PRICES

B.4.1 Scheduled Maintenance Services

The fixed-price for the base year (starting on the date stated in the Notice to Proceed and continuing for a period of twelve (12) months) for the scheduled maintenance services is:

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE $	TOTAL PRICE $
001	Scheduled Preventive Maintenance Service	Monthly	12		
002	DBA Insurance	Lot	1		
				Sub-Total	
003	Goods Services Tax				
	Total Annual Cost			Contract Cost	

B.5 FIRST OPTION YEAR PRICES

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE $	TOTAL PRICE $
101	Scheduled Preventive Maintenance Service	Monthly	12		
102	DBA Insurance	Lot	1		
				Sub-Total	
103	Goods Services Tax				
	Total Annual Cost			Contract Cost	

B.6 SECOND OPTION YEAR PRICES

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE $	TOTAL PRICE $
201	Scheduled Preventive Maintenance Service	Monthly	12		
202	DBA Insurance	Lot	1		
				Sub-Total	
203	Goods Services Tax				
	Total Annual Cost			Contract Cost	

B.7 THIRD OPTION YEAR PRICES

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE $	TOTAL PRICE $
301	Scheduled Preventive Maintenance Service	Monthly	12		
302	DBA Insurance	Lot	1		
				Sub-Total	
303	Goods Services Tax				
	Total Annual Cost			Contract Cost	

B.8 FOURTH OPTION YEAR PRICES

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE $	TOTAL PRICE $
401	Scheduled Preventive Maintenance Service	Monthly	12		
402	DBA Insurance	Lot	1		
				Sub-Total	
403	Goods Services Tax				
	Total Annual Cost			Contract Cost	

Note: The offer shall remain valid for 90 calendar days from the date specified for receipt of the proposal.

B.9 GRAND TOTAL

Base Year Total	
First Option Year Total	
Second Option Year Total	
Third Option Year Total	
Fourth Option Year Total	
GRAND TOTAL (SGD)	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

C.1.1. General.

The U.S. Embassy in Singapore requires the Contractor to provide preventive maintenance services for the Chiller Plant Building Management System (BMS) at U.S. Government-owned facilities. The Contractor shall furnish managerial, administrative and direct operational personnel, as well as all tools, equipment, materials, and supplies necessary, to accomplish all work as required under this contract and the Maintenace Plan included as Exhibit A.

The Contractor shall designate an English-speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

C.1.2. Personnel and Qualifications.

The Contractor shall provide qualified technicians with at least three (3) years of relevant experience performing preventive maintenance on building management systems (BMS), chiller plant controls, HVAC controls, or similar control systems. At least one technician assigned to perform work under this contract shall be at the journeyman level, or equivalent, in building automation systems, HVAC controls, electrical controls, or a closely related trade. The Contractor shall provide personnel with the qualifications and experience necessary to meet the requirements of this contract and to perform maintenance services in accordance with Exhibit A, Maintenance Plan. Within ten (10) calendar days after contract award, the Contractor shall identify the technician who satisfies the journeyman-level qualification requirement. Upon request by the Contracting Officer (CO) or Contracting Officer's Representative (COR), the Contractor shall provide documentation demonstrating that individual's qualifications.

All personnel shall be subject to background review and approval by the U.S. Government. The Contractor shall submit personnel schedules to the Contracting Officer (CO) or Contracting Officer’s Representative (COR) at least ten (10) calendar days before work begins or before any personnel changes.

C.1.3 Definitions.

“CMMS” mean Computerized Maintenance Management System.

“Maintenance Plan” means the preventative maintenance requirements included in Exhibit A.

"Emergency Services" means work requiring immediate attention and may require work outside the normal working hours defined in Section F.8. The Contractor shall respond within eight (8) hours and take action to minimize the emergency condition.

"EOB" means Embassy Office Building.

"Execution Plan" means the Contractor's written plan describing how it will perform the requirements in Exhibit A.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilating Air Conditioning.

"PM" means Preventive Maintenance

"Scheduled Maintenance Services" includes all routine maintenance functions identified in the Exhibit A, Comprehensive Maintenance Plan or Facility Maintenance Plan, for Post systems and equipment.

C.1.4 Execution Plan

The Contractor shall provide an Execution Plan to carry out the maintenance requirements shown in Exhibit A. The Contractor shall provide a draft of the Executon Plan to the COR for review within 30 days after contract award.

C.1.5 Duties and Responsibilities.

C.1.5.1 Scope of Scheduled Preventive Maintenance

Services to be shall include all tasks, frequencies, inspections, testing, reporting, and preventive maintenance requirements identified in Exhibit A. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract, unless otherwise authorized in writing by the Contracting Officer.

C.1.5.1.1. Electrical

(1) The Contractor shall monitor the operating condition of the BMS and related chiller plant control systems as required by Exhibit A.

C.1.5.1.2. Reserved

C.1.5.1.3. Reserved.

C.1.5.1.4. Reserved

C.1.5.2 Reserved

C.1.5.3 Reserved

C.2 SUPERINTENDENCE BY CONTRACTOR:

The entire operation of the contracted services shall be superintended by the Contractor's English-speaking on-site representative, who shall maintain a close contact with the Contracting Officer (CO) and the Contracting Officer's Representative (COR) in order to coordinate the performance of the contracted services with the needs of the Government.

The Contractor's representative shall have full authority to act on behalf of the Contractor with respect to supervision, scheduling, coordination, and quality control of all work performed under this contract. The designation of a representative shall not relieve the Contractor of responsibility for full compliance with all contract requirements, nor shall it be construed as delegating any contractual authority to the Government.

C.3 QUALITY ASSURANCE

The Contractor shall establish, implement, and maintain an appropriate inspection and quality control system, including written checklists of duties to be performed, to ensure that all services are performed in accordance with the requirements of this contract and Exhibit A. These duties shall be carried out by the Contractor's supervisory staff and senior employees, and te Contractor shall conduct at least weekly internal inspections to verify compliance with the contract requirements.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition prior to performing any corrective work.

C.3.1 Safety

The Contractor is responsible for safety, including obtaining any necessary licenses and permits, and shall comply with all applicable local labor laws, regulations, and practices pertaining to labor, safety and similar matters. Appropriate personal protective equipment (PPE) shall be provided and worn by all workers at all times as required by the task being performed and applicable safety standards.

Staff should wear uniforms made of natural fibers (e.g., cotton, silk, hemp, etc.) for arc flash protection when performing work where arc flash hazards are present.

The Contractor shall promptly report all incidents resulting in injury, lost time, disabling injuries, fatalities, or damage to Government-owned property to the Contracting Officer's

Representative (COR). The Contractor shall be solely responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence.

C.3.2 Inspection by Government:

The services being performed hereunder and the supplies furnished therefor will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

If inspections disclose deficiencies, nonconforming services, or substandard performance, the Contractor shall, upon notification by the Government, promptly take corrective action. Corrective action related to scheduled preventive maintenance services shall be performed at no additional cost to the Government. Conditions determined to be outside the scope of scheduled services shall be referred to the COR for direction prior to performing any corrective work. Inspection or acceptance by the Government shall not relieve the Contractor of responsibility for complying with contract requirements.

SECTION D - PACKAGING AND MARKING

[RESERVED]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

CLAUSE	TITLE AND DATE
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

PERFORMANCE OBJECTIVE	PWS PARAGRAPH	PERFORMANCE THRESHOLD
Performs all maintenance services set forth in the Performance Work Statement (PWS) and Exhibit A, Maintenance Plan	C.1 through C.3 and Exhibit A	100% of scheduled preventive maintenance tasks identified in Exhibit A are completed within the required maintenance intervals. No more than one (1) validated customer complaint is received per month.

E.2.1. 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.

The COR may also conduct periodic inspections of completed preventive maintenance work, review Contractor maintenance reports, and verify that all scheduled maintenance identified in Exhibit A has been completed within the required maintenance intervals. The COR may perform announced or unannounced inspections at any time during contract performance.

E.2.2. Standard.

The performance standard is that all preventive maintenance services identified in Section C and Exhibit A (Maintenance Plan) are completed in accordance with the contract requirements, and the Government receives no more than one (1) validated customer complaint per month.

The COR shall notify the Contracting Officer of validated complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed-Price (AUG 1996)), if the Contractor fails to meet performance standard.

E.2.3. 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 may 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 upon verification that the corrective action has been completed, 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.

(i) Failure to perform preventive maintenance tasks required by Exhibit A, or failure to complete scheduled maintenance within the required maintenance intervals, shall constitute deficient performance and may require the Contractor to reperform the services at no additional cost to the Government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

CLAUSE	TITLE AND DATE
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2. PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Notice to Proceed (NTP), and shall remain in effect for a base period of one (1) year, with four (4) one-year option periods, if exercised by the Government. The total period of performance shall not exceed five (5) years.

F.3. DELIVERABLES			
The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
C.1.3.2 Execution Plan	1	30 days after award	COR
C.3. Quality Assurance Plan	1	10 days after award	COR
C.3. Inspection Report	1	Within 7 calendar days after each inspection	COR
Monthly Preventive Maintenance Report (Exhibit A)	1	By the 5th calendar day of each month	COR
C.1.2 Journeyman Technician Identification (if applicable)	1	10 days after contract award	COR
H.1.2.3. Bios on Personnel	1	10 days after contract award	COR
H.4. Insurance/Licenses & Permits	1	10 days after Notice of Award	CO
H.10.1 Safety Plan	1	30 days after contract award	COR

G.2 Invoices	1	Upon completion of work for each month	COR

F.4 CONTRACTOR'S SUBMISSION OF MAINTENANCE SCHEDULE

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

All deliverables shall be in the English language, unless otherwise provided in this contract, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

The Contractor shall perform all scheduled preventive maintenance in accordance with the maintenance frequencies and reporting requirements contained in Exhibit A (Maintenance Plan).

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6. NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer’s Representative (COR) of the effect, if any, of such change or other conditions upon the approved schedule..

Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of the event giving rise to the delay or prospective delay, and shall describe the cause of the delay, the estimated duration, and the impact on the contract or task order performance.

Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer. Failure to provide timely notice under this clause may be considered in determining the Contractor's entitlement to any schedule adjustment.

F.7. NOTICE TO PROCEED

(a) Following receipt from the Contractor of any evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.

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

F.8. WORKING HOURS

All work shall be performed during normal working hours, defined as Monday through Friday, 8:30 am to 5:15 pm, except for the holidays identified by the Government.

Work outside normal working hours, when initiated by the Contractor, must be approved in advance by the Contracting Officer's Representative (COR). The Contractor shall provide at least twenty-four (24) hours' notice to the COR for consideration of any deviation from the stated working hours identified above.

Changes in work hours shall not constitute a basis for any increase in the contract price or hourly labor rates, unless otherwise authorized in writing by the Contracting Officer.

F.9. EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (l) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5)fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (l0) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

A post award conference will be held within 10 days after contract award at 27 Napier Road, Singapore 258508 to discuss the schedule, submittals, notice to proceed, mobilization, personnel qualifications, and other important issues that affect performance of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the ***Facility Maintenance Supervisor.***

G.1.1 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other contract administration functions as deemed necessary under the contract.

The COR will also monitor Contractor performance against the requirements of Section C and Exhibit A (Maintenance Plan), review monthly preventive maintenance reports, verify completion of scheduled maintenance, and document Contractor performance in accordance with Section E (Quality Assurance Surveillance Plan) , and verify compliance with the personnel qualification requirements of Section C.1.2, if requested by the Contracting Officer.

G.2. PAYMENT

G.2.1. General.

The Contractor's attention is directed to Section I, 52.232-1, "Payments". The following subsections elaborate upon the information contained therein.

All invoices shall contain copies of the signed work orders completed during the billing period and status information on those not completed. Completed work orders shall bear the signature of the Contractor's quality control personnel.

Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submission of the last invoice.

Invoices shall also include the monthly preventive maintenance report required by Exhibit A and any supporting documentation requested by the COR.

Invoices shall comply with all applicable Singapore Goods and Services Tax (GST) requirements. If the Contractor is GST-registered, each invoice shall separately identify the GST amount, the applicable GST rate, and the Contractor's Singapore GST registration number. If the Contractor is not required to be GST-registered under Singapore law, each invoice shall state that the Contractor is not GST-registered and that no GST has been charged. Failure to submit a proper invoice, including compliance with applicable GST requirements, may delay payment until a corrected invoice is received.

Invoices shall be submitted in PDF format to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

U.S. Embassy Singapore
FMO-Voucher Section
27 Napier Road
Singapore 258508
Email: SingaporeDBO@state.gov

G.2.2. Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive maintenance fee.

Payment for scheduled preventive maintenance services is contingent upon satisfactory completion of all required maintenance tasks, submission of the required reports identified in Exhibit A, and Government acceptance of the services performed.

G.2.3. Reserved

G.2.4. Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall determine the amount due. If the Contracting Officer does not approve payment of the full amount requested, the Contracting Officer shall notify the Contractor in writing of the reasons for the partial payment or disallowance.

G.2.5. Reserved

G.2.6 Payment

In accordance with FAR 52.232-25(a), the Government shall make payment within 30 days after receipt of a proper invoice.

G.3 GOODS AND SERVICES TAX

The Contractor shall include GST as a separate charge on the invoice and as a separate line item in Section B.

G.3.1 Recordkeeping Requirements

The Contractor and the COR shall both maintain a complete and accurate management file for this contract. The file shall contain, as a minimum, the following records:

(a) The Government's copies of all task orders (if applicable), and all inspection reports completed by the COR (OF-127), monthly preventive maintenance reports required by Exhibit A. These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.

(b) Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

All records maintained under this subsection shall be retained for a minimum of three (3) years after final payment, or longer if required by applicable law or other contract clauses, and shall be made available to the Government for review or audit upon request.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 RESERVED

H.3 RESERVED

H.4 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration, or cancellation is effective.

When coverage is provided by a self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that each subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury, On or Off the Site, in Singapore Dollars	
Per Occurrence	SGD $50,000
Cumulative	SGD $100,000
2. Property Damage, On or Off the Site, in Singapore Dollars	
Per Occurrence	SGD $50,000
Cumulative	SGD $100,000

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are

ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

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

H.4.1 Government as Additional Insured

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

H.4.2 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, Disputes. However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to submit acceptable evidence on insurance within the required time may result in termination of the contract for default or other appropriate contractual remedies, as determined by the Contracting Officer.

H.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, Superintendence by the Contractor, shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all applicable laws, codes, ordinances, and regulations governing performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction.

Host country authorities shall not enter Government facilities without the permission of the Contracting Officer.

Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent requirements of applicable laws, regulations, and this contract.

In the event of a conflict between this contract and applicable laws or regulations, the Contractor shall promptly notify the Contracting Officer in writing and recommend a proposed resolution.

If hazardous waste is generated during performance of this contract, the Contractor shall provide a monthly environmental waste report describing the type, quantity, disposition, and method of disposal of such waste in accordance with applicable Singapore law.

H.7.2 Labor, Health and Safety Laws and Customs

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

H.7.3 Subcontractors

The Contractor shall provide written assurance to the Contracting Officer that all subcontractors performing work under this contract have obtained all licenses and permits required by applicable law.

H.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until accepted by the Government, except where otherwise expressly provided in this contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only Government-approved site entrances.

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain accurate records of all accidents, injuries, occupational illnesses, property damage, and loss or theft of Government property occurring during performance of this contract and shall report such incidents to the COR as directed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

(1) Submit a written Safety Plan describing how the Contractor will implement this clause; and

(2) Meet with the COR, if requested, to discuss implementation of the safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, materialmen and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 Removal of Personnel

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

H.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take three (3) days to perform. For each individual, the list shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:

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

H.12.3. Standards of Conduct

(a) 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 may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government 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.

(b) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat, and complete uniforms which display the Contractor's company name when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

(c) 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.

(d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.

(e) 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.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall

immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

H.13 MATERIALS AND EQUIPMENT

H.13.1 Selection and Approval of Materials

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.13.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody, but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.14 RESERVED

H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.15.2 Warranty Information

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

H.16 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work, in Section I.

H.17 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense. See C.3.1. and F.3.

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JAN 2026)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JAN 2026)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-91 CONTRACTOR IDENTIFICATION (JAN 2026

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2026)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (FEB 2026)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (FEB 2026)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (FEB 2026)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (FEB 2026)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (FEB 2026)

52.216-7 ALLOWABLE COST AND PAYMENT (FEB 2026)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2026

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (MAY 2014)

52.232-25 PROMPT PAYMENT (JAN 2017)

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

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

52.233-1 DISPUTES (MAY 2014), ALTERNATE I (JAN 2026)

52.233-3 PROTEST AFTER AWARD (JAN 2026)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.236-2 DIFFERING SITE CONDITIONS (AUG 2026)

52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (AUG 2025)

52.236-5 MATERIAL AND WORKMANSHIP (AUG 2025)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (AUG 2025)

52.236-7 PERMITS AND RESPONSIBILITIES (AUG 2025)

52.236-8 OTHER CONTRACTS (AUG 2025)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS (AUG 2025)

52.236-10 OPERATIONS AND STORAGE (AUG 2025)

52.236-12 CLEANING UP (AUG 2025)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (JAN 2026)

52.240-92 SECURITY REQUIREMENTS (JAN 2026)

52.240-93 BASIC SAFEGURADING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JAN 2026)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (JUL 2025)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.2 FAR CLAUSES INCLUDED IN FULL TEXT.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102- 2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C.2102 for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.3 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Mar 2026)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Oct 2025).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii) (A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the

furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of

passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of clause)

I.4 RESERVED

I.5 RESERVED

I.6 RESERVED

I.7 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.

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.9 RESERVED

I.10 RESERVED

I.12 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)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.13 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

(End of clause)

I.14 RESERVED

I.15 RESERVED

I.16 RESERVED

I.17 RESERVED

I.18 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

I.19 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Lunar New Year (SG)
Hari Raya Puasa (SG)

Good Friday (SG)
Labor Day (SG)
Memorial Day
Hari Raya Haji (SG)
Vesak Day (SG)
Juneteenth
Independence Day
National Day (SG)
Labor Day
Columbus Day
Deepavali (SG)
Veterans Day
Thanksgiving Day
Christmas Day

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

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

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

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

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

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

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

(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 Contractor's accounting policy.

I.20 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.

I.21 652.232-72 Limitation of Funds (AUG 1999)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until September 30, 2027.

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

I.22 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.23 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit A	Maintenance Plan

EXHIBIT A
MAINTENCNCE PLAN FOR BAS SYSTEM

Building Automation System Preventative Maintenance Service Contract

Project Title: Post Singapore BAS PMSC

Preparation Date: June 8, 2026

Prepared By: Abdul Halim

1. **General**

The U.S. Embassy located in Singapore requires Building Automation System (BAS) Preventative Maintenance (PM) services. The Contractor shall perform BAS PM Services as described in this Statement of Work. The Contractor shall also provide further evaluation of the overall functionality of the BAS based on concerns and input provided to the Contractor by the Facility Manager (FM) and Facility Maintenance Staff (FMS).

I. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration. The BAS PM work required shall include, but is not limited to: Preventative Maintenance; Investigation & troubleshooting; Adjustments; Trend & Alarm configuration; etc.
II. BAS PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.
III. The Contractor shall provide all necessary managerial, administrative and direct labor personnel as well as all transportation, tools, instrumentation, equipment and supplies required to perform the BAS PM Services defined in this Statement of Work. The Contractor shall provide the services of qualified, trained, manufacturer certified technicians to perform the required BAS PM Services.
IV. BAS PM Services shall be performed on BAS installed in and/or serving the General Work Areas (GWA) at Post.

2. **Period of Performance**

I. The period of performance shall be one (1) year as of the date of the Notice to Proceed for the base contract year, with four (4) additional one (1) year option periods, to be exercised at the sole discretion of the Government.
II. This contract shall provide for twelve (12) BAS PM Site Visits per year for each year of the contract.
III. BAS PM Site Visits shall be equally spread out over the course of the contracted year.
IV. All BAS PM Site Visits shall occur within the 365-day window.
V. Combining multiple site visits into a single site visit is not allowed.
VI. The first BAS PM Site Visit must occur within 30 days of contract award / renewal.
VII. The work shall be considered deficient if the Contractor fails to provide the required number of BAS PM Site Visits within the 365 days after contract award / renewal or fails to space out the BAS PM Site Visits in the manner described above.

3. **Periodic Preventive Maintenance (Monthly)**

The Contractor shall perform monthly preventive maintenance on all covered equipment listed in Section 11 Equipment List, including but not limited to:

3.1 Central Workstations and Server

The Contractor shall:

a) Check with the Government representative regarding operational issues observed during daily operation and verify findings during servicing.

b) Perform system self-test (initialization check) when required.

c) Verify connection status across all systems and confirm communication channel health, including ping testing where necessary.

d) Confirm adequate hard disk storage space and advise if external backup is required.

e) Verify that no unauthorized software applications are installed on servers, except approved patches and authorized applications.

f) Organize and relocate system-generated files into appropriate directories where necessary.

g) Inspect and secure all cables.

h) Verify power supply fan operation.

i) Test automatic cut-in of uninterrupted power supply (UPS), where applicable.

j) Test dial-in and/or dial-out modem functionality, where applicable.

k) Verify real-time clock accuracy.

l) Review system software programs, including time programs and alarm interlocks.

m) Remove unnecessary system data to optimize performance.

3.1.2. Color Monitor / Keyboard

The Contractor shall:

a) Verify appropriate display intensity and alignment of the visual display unit (VDU).

b) Verify proper vertical and horizontal alignment.

c) Ensure all cables are secured.

d) Adjust display contrast as required.

e) Verify keyboard functionality.

f) Confirm proper system point response at the VDU.

g) Review system point logs for abnormalities.

3.1.3. Direct Digital Controllers (DDC)

The Contractor shall:

a) Verify proper supply voltage to external controllers.

b) Verify 24VDC unregulated voltage for digital outputs.

c) Confirm grounding cable integrity.

d) Perform cold-start and verify LED operational indications when necessary and authorized.

e) Verify wiring diagrams are updated and cables properly secured.

f) Conduct visual LED inspection to confirm communication channel integrity.

g) Verify software programs are running in proper mode.

h) Perform software checks on control loops.

i) Perform software checks on system programs.

j) Verify proper network communication.

k) Conduct database backup.

l) Verify controller accessibility via Man-Machine Interface (MMI), if applicable.

3.1.4. Field Sensors and Transmitters

The Contractor shall:

a) Perform analog reading verification.

b) Conduct corrective maintenance where deviations are identified.

3.1.5. Quarterly Software Simulation Testing

a) The Contractor shall perform quarterly simulation testing to:

b) Verify controllers and stations online status.

c) Assign peripheral backup if required.

d) Verify system sign-on and sign-off security functionality.

e) Review menu penetration paths and key names.

f) Verify alarm and trouble annunciation and acknowledgment.

g) Confirm segregation of points and authorization controls.

The Government shall provide necessary physical access equipment (e.g., ladders, scaffolding) to enable testing where required.

3.1.6. Spot Service

a) The Contractor shall:

b) Respond to service calls within three (3) hours during normal working hours.

c) Provide corrective service for covered equipment only.

d) Perform troubleshooting, repair, adjustment, or recalibration as necessary to restore normal operation.

e) Inform the Government when requested services fall outside covered equipment and obtain authorization before proceeding.

Spot Service does not apply to non-maintainable components including ductwork, cabinets, covers, electrical wiring external to controllers, hydraulic and pneumatic piping, structural supports, consumables, or excluded flow sensors.

3.2. Equipment Controlled and/or Monitored

3.2.1. The following is a rough summary of the types and quantities of equipment controlled and/or monitored at Post by BAS. NOTE: Quantities listed below are estimates and the Contractor must verify quantities during initial Site visit.

Chilled Water System (Primary/Secondary Variable Flow):

a. Chillers: {Chiller #1, Chiller #2}

b. Variable Flow Chilled Water Pumps: {CHWP#1, CHWP#2 CHWP#3}

c. Variable Flow Condenser Water Pumps: {CWP#1, CWP#2, CWP#3}

d. Cooling Towers: {CT#1, CT#2}

e. Water Treatment Systems: {1lot}

4. **User Account Retention:**

For each BAS OWS/POWS/Server at Post the Contractor shall:

a) Create an Administrator level user account called “BAS Support” in the Operating System, the BAS software and the encryption software. The account shall be configured in such a manner that it cannot be deleted by an account that does not have administrator rights. The Contractor will utilize a random password generator to create a password for this account. This step can be skipped if the “BAS Support” user account already exists.
b) Create a listing of the user accounts that exist within each BAS. The Contractor shall create tables listing the Operating System user accounts, BAS user accounts and encryption software user accounts that exist within each BAS OWS and/or Server that are used to access each BAS at Post.
c) If there are user accounts that are generic in nature, the Contractor shall also gather the passwords associated with these generic accounts. The Contractor will not attempt to gather password information for user accounts that are set up for specific individuals.
   The associated BAS OWS/POWS/Server shall be identified, and the designation included with the following information:

- User Account Name
- Name of Person Associated` with the User Account
- User Account Password (if applicable)
- Type of User Account (Administrator, Standard User, etc.)

4.1 Retaining and Updating BAS As-Built and BAS Operation & Maintenance Manual Documents (Appendix E): The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and O&M Manual documentation for each BAS installed at Post. When work is performed which modifies the existing BAS hardware/software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.

4.2 If electronic media versions of these documents exist at Post, the electronic media versions of the documentation shall be copied. If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.

4.3 Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.

4.4 Modifications shall be made to reflect any physical changes made to the BAS, to include, but not be limited to, wiring changes, changes to controller configurations, the addition or removal of points, etc.

4.5 Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented, and information provided in a manner that allows Post to work directly with the BAS manufacturer.

4.6 In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.

4.7 O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.

4.8 UPS Battery Rotation: The batteries of all Uninterruptible Power Supplies that Post has in their Spare Stock shall be rotated with installed UPS batteries during each PM visit. This action will reduce the battery degradation that occurs in long-dormant batteries. An acceptable, alternative action is to fully charge Spare Stock UPS batteries during each PM visit.

5 Annual PM Activities

At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this statement of work that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

5.1. Panel, Controller and Wiring Inspection:

a. Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.
b. Verify proper voltage at all control transformers.
c. Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.
d. Verify condition of local battery / UPS that may be connected to the panel power source.
e. Take photographs, **where permissible**, of each Supervisory Controller Enclosure installed at Post. Photographs should include interior and exterior shots, including nearby wall space, and shall be labeled with the Controller name. All photos **must be cleared by the RSO** prior to removing from Post and/or sharing electronically.

5.2 Confirmation of Sequences:

a) The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the Contractor shall review the associated programming, sensors, wiring, etc. and determine the cause.
b) The Contractor shall consult with Facility Maintenance personnel and the Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.
c) If it is determined that the functionality discovered is not correct, the Contractor shall make adjustments and modify programming as needed to reinstate the functionality described in the As-Built Sequences of Operation.

5.3 BAS Software Assessment:

The Contractor shall review the BAS software installed on the BAS OWS and/or Servers to determine if the software needs to be upgraded.

a) If the software needs to be upgraded, it shall be ascertained if upgrading the software is possible with the current operating system / computer combination.
b) BAS Software that is not of the most current version is not considered in and of itself a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented. Supporting information justifying the recommendation shall be provided.
c) A description of the effort involved, and a cost estimate shall be provided if the software needs to be upgraded.

5.4 BAS OWS / Server Assessment:

a) The Contractor shall review the condition of the BAS OWSs and/or Servers to determine if the hardware is in need of being upgraded or replaced. A description of the effort involved, and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.
b) Missing BAS OWS: Under circumstances where a BAS OWS is found to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed. A description of the effort involved in providing the missing BAS OWS and a cost estimate, shall be provided if a BAS OWS is needed at Post.
c) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.

5.5. Additional BAS Assessments:

The Contractor shall also report on the following:

a. Condition of Network Devices and Quality of Communications

b. Condition of Controller Enclosures and Power Supplies

c. Condition of End-Devices (Sensors, Actuators, VFDs, etc.)

d. Hot/Cold Zones

e. Humidity Concerns

f. Pressurization Concerns

6. Manufacturers' Recommended PM

a) It is the responsibility of the Contractor to perform all BAS Manufacturers' recommended PM. This shall be completed in addition to the tasks listed above if there are any discrepancies between what is required by this statement of work and the Manufacturers' recommended PM.

7. Deficiency Reporting

a) Any and all problems, issues, failures, etc. related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services, shall be documented in the PM Report.

8. Remote Support

a) The Contractor shall provide up to 20 hours of Remote Support to Post per year, either by phone or by email. The Contractor shall respond to all non-emergency requests within 24 hours, or on the next business day. If Post requires Emergency Support, the Contractor shall respond to Post within 4 hours. All correspondence with Post shall be shared with BAS Support via email. If the Contractor reaches 15 hours of support in a given year and anticipates that more than 20 hours will be required, the Contractor shall notify BAS Support and request a Change Order for the additional hours.

9. Post FM Sign-Off

a) Each Visit to Post shall conclude with the delivery of a BAS PM Site Visit Summary to the Facility Manager, or a staff member designated by the FM, who will sign and date the document.

10. Exclusions, Purchase Orders and Modifications

10.1. Exclusions

a) This Statement of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.

10.2. Purchase Orders and Modifications

a) Work outside the scope of PM Services must be approved by the COR prior to performance of the work. The Contractor shall prepare a proposal, including pricing and scope of work, for Non-PM Service work and submit it to the Government for approval and acceptance as a separate Purchase Order or as a Modification to the Contract.
b) The Government shall accept, reject, or defer action on the Contractor's proposal for work outside the PM Services statement of work and reserves the right to obtain similar work from other competitive sources.
c) When a proposal from the Contractor to perform work outside the scope of PM Services is approved by the Contracting Officer (CO), the Government will issue a Purchase Order or a Modification to the Contract for the additional work. Work is not authorized to proceed until the date so indicated in the Purchase Order or the Modification to the Contract.
d) The Contractor shall coordinate this additional work with the PM Service work to achieve logistic efficiencies. In addition to the requirements described elsewhere in this statement of work, the following requirements will also apply:

- The Contractor shall be required to provide a Submittal for review to the COR. The submittal shall clearly describe in detail repairs and/or modifications being made and shall include control drawings, product data and Sequences of Operation as applicable to the work being done. Work will not proceed without approval of the Submittal by the COR.
- The Contractor shall procure parts (including controllers and computers) and/or software required to perform the additional services defined in the approved proposal and arrange for shipping that will allow for the arrival of parts at Post prior to the dates scheduled for the associated PM Service site visit. These additional works / services will be provided as part of an upcoming, regularly scheduled PM Service site visit.
- Non-PM Service work being provided as part of a Purchase Order or a Contract Modification shall be thoroughly tested by the Contractor and functionality demonstrated to a Government designated representative

(COR or Facility Manager as project conditions require.) Depending on the scale and scope of the work, Commissioning may also be required by the Purchase Order / Contract Modification.

- The Contractor shall warrant all parts, labor, installation, modification and other services provided by a Purchase Order or a Contract Modification for a period of one (1) year from the date of acceptance by the COR.
- The warranty shall guarantee that the work performed, and any parts provided, function as intended.
- The warranty shall guarantee that the portions of the BAS that were worked on function after the work is completed.
- The warranty shall guarantee that the work is complete and that the intent of the Purchase Order or Contract Modification was achieved.
- The Contractor shall provide technical support by telephone throughout the warranty period.
- The Government reserves the right to make changes to the BAS during the Warranty Period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the Government, unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the BAS.

NOTE: If the Contractor proceeds to perform any work without Government approval, the Contractor will be performing this work "At-Risk" and the Government will not be obligated to pay for this work. Furthermore, the Contractor shall fix, repair or replace, at the Government's sole discretion, any systems adversely impacted by unauthorized work.

11. Equipment List

Resources and Equipment

The Contractor shall provide all labor, tools, instruments, diagnostic equipment, software utilities, transportation, and materials necessary to perform the services described in this SOW, except as otherwise specified.

The equipment covered under this contract includes the following Building Management System (BMS) components.

Central Equipment

The following central equipment is covered under this SOW:

1. BMS Server/Workstation

Model: HBT-WS-P3260-P-V1 (32GB RAM, 1TB HDD)

Quantity: 1

2. 24" LED Monitor

Model: P2422H

Quantity: 1

3. UPS for Server (1KVA, 30 minutes)

Model: MUPS 1KRL

Quantity: 1

4. UPS for DDC Panel (650VA, 30 minutes backup)

Model: MUPS 650VA

Quantity: 2

5. Internal SATA SSD Storage

Model: Samsung 870 QVO 4TB / IronWolf

Quantity: 2

6. Managed Network Switch

Model: Aruba 2930F 8G PoE+ 2SFP+ (JL258A)

Quantity: 1

7. Optiplex Micro

Model: 7010

Quantity: 1

DDC Controllers

The following Direct Digital Controllers and associated modules are covered:

1. JACE WEB 8000 Controller

Model: WEB-8025-U

Licensed for 25 Device / 1250 Point Limit

Quantity: 1

2. JACE WEB 8000 Controller

Model: WEB-8005-U

Licensed for 5 Device / 250 Point Limit

Quantity: 1

3. Programmable Controller SPYDER BACnet with Relays

Model: PUB6438SR/U

Quantity: 4

4. SYLK IO Module

Model: SIO6042

Quantity: 1

5. SYLK IO Module

Model: SIO12000

Quantity: 6

6. Dual Port RS-485 Module

Model: NPB-8000-2X-485

Quantity: 4

7. DDC CPU Module

Model: PC200

Quantity: 1

8. IO Module

Model: EXPIO

Quantity: 1

Field Devices

The following field devices are covered:

1. Wet Bulb Sensor (Outdoor Sensor)

Model: HMS1102D0VA1NN

Quantity: 1

2. Pressure Sensor (Water)

Model: PGS100A7A1A

Quantity: 4

3. Vibration Transmitter

Model: HS420-F-025-50-01

Quantity: 2

4. Vibration Trip Module with Display

Model: HS510-A-I-025-I-L-1-L-1

Quantity: 2

5. Differential Pressure Sensor (Water) for Bypass Line

Model: HDPB04S15

Quantity: 1

6. Modulating Control Valve (150mm) with Actuator

Model: H6150SP-T+EVK24A-MPTPC

Quantity: 1

7. 10K Calibrated Thermistor with Thermowell and Test Plug

Quantity: 8

8. Data Acquisition Logger with Multiplexer Card

Model: ACEZ / Agilent

Quantity: 1

Exclusions

The following are excluded from coverage under this SOW:

- Flow sensors
- Ductwork
- Structural supports
- Cabinets and covers

- Electrical wiring external to controllers
- Hydraulic and pneumatic piping
- Consumables

The Contractor shall not be responsible for equipment or systems not explicitly listed in this section.

END OF STATEMENT OF WORK

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 RESERVED

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

K.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

(a) *Definition*. As used in this provision-

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

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

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

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

(End of provision)

K.4 RESERVED

K.5 RESERVED

K.6 RESERVED

K.7 RESERVED

K.8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (JAN 2026)

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

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.9 RESERVED

K.10. RESERVED

K.11 RESERVED

K.12 RESERVED

K.13 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

K. 14 RESERVED

K.15 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

K.16 52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

As prescribed in 40.205(a), insert the following provision:

SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (JAN 2026)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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*

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - Performance Work Statement (PWS) and the Exhibits attached to this solicitation. Offerors shall submit proposals in accordance with the instructions contained in this Section L. Failure to provide all information requested by the solicitation may result in the proposal being determined unacceptable or ineligible for award.

L.1.2 Qualifications of Offerors

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

(1) Supervisor must be able to understand written and spoken English.

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing in the Republic of Singapore, or plans to establish an office within thirty (30) days of contract award

(3) The offeror shall provide proof of active SAM registration, including its UEI number.

(4) Be able to demonstrate prior maintenance experience with suitable references.

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

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

(7) Meet all local insurance requirements.

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

(9) Have no adverse criminal record; and

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

(11) Offerors are solely responsible for determining whether they are required to register for Singapore Goods and Services Tax (GST) and for complying with all applicable Singapore tax laws. The Government will not provide tax advice regarding GST registration or compliance.

L.1.3 Review of Documents

Each Offeror is responsible for:

(1) Obtaining a complete set of solicitation documents.

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws, and regulations; and

(4) Determining that all materials, equipment, and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of maintenance services described in Section C – Description/Specifications/Work Statement and the Attachments and Exhibits that are part of this solicitation.

The completed offer shall be submitted electronically with "Solicitation No. 19SN1026R0010 – Chiller Plant Building Management System (BMS)" in the subject line to SGProcurementRFQ@state.gov.

Proposals shall be submitted in Microsoft Word (DOC or DOCX), Microsoft Excel (XLS or XLSX), or Adobe Acrobat (PDF) format. Each email, including all attachments, shall not exceed 30 MB. If the proposal exceeds 30 MB, it shall be divided into multiple emails, with each email (including attachments) not exceeding 30 MB.

Any deviations, exceptions, or conditional assumptions regarding any of the instructions or requirements of this solicitation shall be identified and explained and justified in the appropriate volume of the proposal.

Failure to submit all information required by this solicitation may result in the proposal being determined unacceptable or ineligible for award.

L.2.3 Detailed Instructions: Each proposal must consist of the following:

L.2.3.1. Volume I: PRICING

(a) **Completed SF33**: A completed proposal in which the SF 33(blocks 12 through 18) is filled out of the SF33. The offeror must ensure that the SF-33 block 17 is signed.

(b) **Price Proposal:** The offeror shall submit a proposal that consists of the completion of Section B. All applicable portions of this form shall be completed in each relevant category (e.g., labor, materials, etc.).

(c) **Representations and Certifications**. A completed Section K of the Solicitation must be submitted with the proposal.

L.2.3.2. Volume II: TECHNICAL EVALUATION

The Technical Proposal shall demonstrate the Offeror's understanding of the contract requirements and its capability to successfully perform the work. At a minimum, the proposal shall include the following:

(a) **Technical Approach**

The Offeror shall describe its approach to performing the preventive maintenance services required under this contract. At a minimum, the Technical Approach shall address:

- The Offeror's understanding of the scope of work.
- The procedures for scheduling and performing preventive maintenance in accordance with Exhibit A.
- The procedures for responding to emergency service requests.
- The quality control procedures that will be used to ensure compliance with the contract requirements.
- The process for documenting completed maintenance and submitting required reports.

(b) **Staffing Plan**

The Offeror shall submit a Staffing Plan that includes:

- The proposed organizational structure for contract performance.
- The number of personnel assigned to the contract.
- The position title of each proposed employee.
- Identification of the proposed on-site supervisor.
- Identification of the technician who satisfies the journeyman-level qualification requirement (if known at the time of proposal submission).
- The plan for providing qualified backup personnel during employee absences, leave, illness, or turnover.
- The normal working schedule for preventive maintenance services.

(c) **Key Personnel**

The Offeror shall provide a résumé or Curriculum Vitae (CV) for:

- The proposed on-site supervisor.
- Any technician proposed to satisfy the journeyman-level qualification requirement.
- Any other key personnel whose experience is material to contract performance.

Each résumé shall include:

- Education.
- Relevant certifications.
- Years of experience.
- Relevant BMS/HVAC controls experience.
- Employment history.

(d) **Corporate Experience and Past Performance**

List all contracts and subcontracts your company has held over the past three (3) years for the same or similar work. Provide the following information for each contract and sub-contract. If any information is not relevant to this proposal, the offeror must provide a statement as such.

- Customer's name, address, and telephone numbers of customer's lead contract and technical personnel
- Contract number and type.
- Date of the contract award place(s) of performance, and completion dates.

- Contract dollar value.
- Brief description of the work, including responsibilities.
- Comparability to the work under this solicitation.
- Brief discussion of any major technical problems and their resolution.
- Cost/price management history, including any cost overruns and underruns, and cost growth and changes.
- Percent turnover of contract key technical personnel per year; and
- Any terminations (partial or complete) and the reason (convenience or default).
- Any litigation currently in process or occurring within last 5 years.

(e) **Written Acknowledgement of Defense Base Act Insurance Requirement**. Defense Base Act (DBA) insurance requirement applies to all employees performing work under this contract in Singapore, and the U.S. Department of Labor has not issued a geographic waiver for Singapore. The Offeror must submit a written acknowledgement with its proposal confirming that Defense Base Act insurance will be required for this contract, confirming that the Offeror will NOT purchase DBA insurance prior to contract award, and confirming that all applicable DBA insurance premium costs are included in the proposed price. After award, the Contractor shall obtain and maintain DBA insurance as required for all employees performing work under this contract for the duration of contract performance.

(f) **Proof of General Liability Insurance.** Insurance is required by the solicitation. Therefore, the offeror shall submit either: (1) 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.

(g) **Proof of System for Award Management (SAM) Registration.** The Offeror is required to be registered in SAM when submitting an offer or proposal and shall continue to be registered until time of award, during performance, and through final payment of the contract resulting from this solicitation. https://sam.gov/content/entity-information

(h) **Local Licenses, Permits, and Tax Registration**. As the services will be performed in Singapore, Offerors must submit a copy of their valid Singapore business license, all required local permits, and their tax identification number (GST or equivalent) with their proposal, in accordance with DOSAR 652.242-73. If these are not yet available, the Offeror must provide a brief statement explaining how and when they will be obtained.

L.3 RESERVED

L.4 RESERVED

L.5 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JAN 2026)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 22026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FEB 2026)
52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021)
52.237-1	SITE VISIT (APR 1984)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.8. 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,___. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

52.216-1 TYPE OF CONTRACT (FEB 2026)

It is fixed price for scheduled maintenance;

52.233-2 SERVICE OF PROTEST (JAN 2026)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Embassy Singapore, 27 Napier Road, Singapore.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the three (3) years.

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.8 SITE VISIT In accordance with FAR provision 52.237-1, the site visit will be held on July 17, 2026, at 1500 hours at US Embassy Singapore. Prospective offerors/quoters should contact Choon Peng Ong at SGProcurementRFQ@state.gov for additional information or to arrange entry to the building

L.9 RESERVED

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. Evaluations shall be conducted in accordance with the procedures set forth below:

a) Initial Evaluation - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.2, SUBMISSION OF OFFERS. Proposals which are missing a significant amount of the required information may be eliminated from consideration, at the Government's discretion.

b) Technical Acceptability - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of the Proposed Work Information described in L.2.3.3(b) to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. Past references provided as part of the Experience and Past Performance information as described in L.2.3.3(b) may also be contacted to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time in accordance with the contract period of performance. The end result of this review will be a determination of technical acceptability or unacceptability.

c) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

M.1.3 Award Selection

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1 which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions.

M.2 52.217-5 EVALUATION OF OPTIONS (JAN 2026)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.209(a). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The U.S. Embassy may reject any or all proposal if such action is in the public interest; accept other than lowest proposal; and waive informalities and minor irregularities in proposals received.

M.6. RESERVED