

American Embassy Tegucigalpa
February 16, 2012

To: Prospective Quoters

Subject: Request for Quotations number **SHO800-12-Q-0018**

Enclosed is a Request for Quotations (RFQ) for a **35kva generator**. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit it to the address: American Embassy Building, Col. San Carlos, addressed to Geraldine Gray Thibodeau

Direct any questions regarding this solicitation in writing to Geraldine Gray Thibodeau, Contracting Officer, questions must be written in English and may be sent to the e-mail contracttgu@state.gov on **February 21, 2012 by 10:00 am**. Answers will be posted at the Embassy webpage: <http://honduras.usembassy.gov/solicitations.html> on **February 22, 2012**

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

Quotations are due by **February 24, 2012 at 10:00 am in a sealed envelope to be delivered at Porton 3 at the American Embassy Building in Col. San Carlos addressed to Geraldine Gray Thibodeau, Contracting Officer.**

Sincerely,

Geraldine Gray Thibodeau
Contracting Officer

Enclosure

REQUEST FOR QUOTATIONS
(RFQ) NUMBER **SHO80012Q0018**

Section 1 - The Schedule

- SF 18 cover sheet
- Schedule Of Supplies/Services, Description/Specifications/Work Statement,
- Item Pricing

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

**REQUEST FOR
QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ _ IS _ IS NOT A SMALL BUSINESS SET-ASIDE

Page of 1

1. REQUEST NO. SHO80012Q0018	2. DATE ISSUED 2/16/2012	3. REQUISITION/PURCHASE REQUEST NO. PR1636074	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA,			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY	
NAME Fatyma Lorenzana		TELEPHONE NUMBER 2236-9320 ext. 4398		_ FOB DESTINATION _ OTHER (See Schedule)
8. TO:			9. DESTINATION	
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA
c. STREET ADDRESS			b. STREET ADDRESS FINAL AVE. LOS PROCERES, ATTN: LOCAL EMBASSY WAREHOUSE	
d. CITY			c. CITY TEGUCIGALPA	
e. STATE		f. ZIP CODE		d. STATE
e. STATE		f. ZIP CODE		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <u>2/24/2012 at 10:00 am</u>			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.	

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	One 35kva generator				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [X] are [] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

SECTION 1 - THE SCHEDULE

SCHEDULE OF SUPPLIES/SERVICES DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 GENERAL

The purpose of this procurement is to expediently obtain critical power equipment, in order to support American Embassy Tegucigalpa. The quoter shall include, in the offer/quotation, the cost of transportation to the residence in Tegucigalpa, Honduras, installation and delivery date.

1.1. DESCRIPTION

1.1.1 Provide the equipment identified in Table I herein, including: prime power, directly coupled shaft, engine generator sets. These units shall be configured to consist of a liquid cooled engine and a conventional alternator and an electronic governor. Each unit shall be manufactured complete with system controls and all necessary accessories to make the genset fully operational. All equipment shall be as specified but shall not be limited to the items specified herein. Like generators shall be supplied with interchangeable parts and sub parts. A listing of equipment is included in Table I, paragraph 5.0.

1.1.2 Provide for integral automatic and manual operation from the selector switch: (1) automatic transfer switch (ATS) for each generator as described elsewhere in this specification. The system shall come on-line fully automatically, and on restoration of utility automatically re-transfers load to normal power, shuts down the generator and returns to readiness for another operating cycle. (2) Provision shall be made on the switch for a manual operation using the selector switch in the MANUAL position.

1.1.3 Prime and overload ratings shall meet requirements herein.

1.1.4 Provide a three-position selector switch, as required in 2.3.2.

1.2. REQUIREMENTS

1.2.1 The electric generating system consists of a prime mover, generator, electronic governor, couplings, and all controls, tested as a complete unit.

1.2.2 Conform to N.E.C. and applicable inspection authorities.

1.2.3 Transfer switches shall be labeled under UL 1008.

1.3 SUMMARY OF EQUIPMENT

1.3.1 Prime Power Rated Engine Generators (See Table I)

1.3.2 ATS with NEMA enclosure (See Table I)

1.3.3 Sound attenuated weatherproof enclosure to 75 db

The list of required equipment and features shall apply to all gensets identified herein. Generator output power characteristics shall be 220/127, 60HZ, 3 phase and neutral, (4 Wire) except were otherwise stated.

2.0 ENGINE-GENERATOR SET

2.1 ENGINE

The prime mover shall be a liquid cooled, diesel fuel, naturally aspirated engine of 4-cycle design, with four cylinders (min).

2.1.2 The engine shall be cooled with an integral; unit mounted radiator, fan, water pump, and closed coolant recovery system, which provides visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for satisfactory operation in 110 Degrees Fahrenheit (44 degrees Celsius) ambient temperature.

2.1.3 The intake air filter (with replaceable element) shall be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube-oil pump. The engine shall have a replaceable oil filter with internal bypass and replaceable elements. Engine coolant and oil drain extension must be provided to outside the mounting base for cleaner and convenient engine servicing. A fan guard shall be installed for personnel safety.

2.1.4 The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire electric starting shall be accomplished by a solenoid shift electric starter.

2.1.5 Engine speed electronic governor shall have a frequency control, adjustable from zero to five percent droop, to maintain alternator frequency within five percent (across the range) from no load to full load. Steady state regulation shall be within plus or minus 0.33 percent.

2.1.6 The engine fuel system shall be designed for operation using No. 2 diesel fuel. A secondary fuel filter, water separator, manual fuel printing pump and fuel shut-off solenoid and all piping shall be installed on the unit.

2.1.7 Sensors shall be located on the engine for: low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, over speed shutdown, and over crank shutdown. These sensors shall be connected to the control panel using a wiring harness with the

following features: wire number labeling on each end of the wire run for ease of identification, a molded rubber boot to cover the electrical connection on each sensor to prevent corrosion and all wiring to be run in flexible conduit for mechanical protection and environmental protection.

2.1.8 Jacket water heater

2.1.9 (Not Used)

2.1.10 Definitions - The following definitions apply for the purpose of this procurement and any resulting contract:

Continuous Load - A load in which maximum current is anticipated for three hours or more in accordance with the continuous duty cycle, as defined by NFPA-70. Continuous Duty Rating - A duty rating, equivalent to a load equal to one hundred percent of the genset nameplate rating for duration of more than three hours.

Prime Rating - A duty rating, equivalent to seventy percent of the genset nameplate rating, for a continuous period of 12 hours. A prime rated generator is required to safely support the load, in the absence of city power, for an indefinite period. While it is recognized that over a 24 hour, operational load cycle, period the load variation may be considerable, this rating permits the maximum continuous load and duration to be addressed in the genset selection process.

Overload Rating - This is defined as satisfactory operation at a load of 110 percent of the nameplate rating, for a period of two hours.

2.2 ALTERNATOR

2.2.1 The alternator shall be a multi-pole revolving field type, wired for 220/127v, 3 phase, 60 HZ, 4 wire, with a brushless, static exciter. Generators shall be prime rated as shown in Table I. The stator shall be directly connected to the engine flywheel to ensure permanent alignment. The generator shall meet temperature rise standards for class "F" varnish and conform to MIL-I-24092, Type "M" class 155. All leads shall be extended into the AC connected panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker. One step load acceptance shall be 100% of nameplate kW rating and meet the requirements of NFPA 110, paragraph 5-13.2.6.

2.2.2 The engine-generator set shall be so designed that voltage dip upon application of nameplate full load shall not exceed 12.5% with recovery to stable operation within 2 seconds. The generator set and regulator shall sustain at least 90% of no load voltage for 30 seconds with 250% of rated load at near zero power factor connected to its terminals.

2.2.3 The solid state voltage regulator shall control output voltage by varying the exciter magnetic field to provide plus or minus 1% regulation during stable load conditions. The regulator shall have a voltage droop characteristic of 4 volts per cycle to maximize motor starting capability in the event an extremely heavy load drops the output frequency. The frequency at which this droop

operation begins shall be adjustable allowing the generator set to be properly matched to the load characteristics ensuring optimum system performance.

2.2.4 The voltage regulator shall contain a limiting circuit to prevent output voltage surges in excess of 110% of rated voltage during generator set operation. On a loss of the sensing signal, the voltage regulator shall shutdown to prevent an overvoltage condition from occurring. A voltage regulator that can go into a full field condition is unacceptable. LED indication will be provided on the regulator to monitor the sensing (yellow), excitation (green), and output circuit (red). A rheostat shall provide a minimum of plus or minus 10% voltage adjustment from the rated value.

2.2.5 A NEMA 1 panel shall be installed to be an integral part of the generator set shall be provided to allow the installer a convenient location in which to make electrical output connections. This panel shall have all phase, neutral and ground lugs included.

2.2.6 If necessary, the engine generator set shall be mounted with vibration isolators on a welded steel base, which shall permit suitable mounting to any level surface.

2.3 GENERATOR CONTROLS

2.3.1 All engine, alternator controls and instrumentation shall be designed, built, wired, tested and shock mounted in a NEMA 1 enclosure to the engine-generator set by the manufacturer. It shall contain D.C. panel lighting and a fused circuit to protect the controls.

2.3.2 The engine-generator set shall contain a complete engine start-stop control, which starts the engine on closing contacts and stops the engine on opening contacts. An automatic preheat circuit that can also be operated in a manual mode shall be provided. A cyclic cranking limiter shall be provided to open the starting circuit, after eight attempts, if the engine has not started. Engine control modules shall be solid state plug-in type for high reliability and easy service. The engine controls shall also include a 3-position selector switch with the following positions: OFF/MANUAL/AUTO. A red enunciator lamp shall be energized when the switch is not in the automatic position.

2.3.3 Safety shutdown monitoring system shall include solid state engine monitor with individual lights and one common external alarm contact indicating the following conditions: Over crank shutdown, Over speed shutdown, High Coolant Temperature (Low Coolant Level shutdown), Low Oil Pressure shutdown. Monitoring system shall included lamp test switch for manual reset of tripped conditions. Engine RPM shall be monitored by an independent permanent magnetic sensor. The engine shall shutdown immediately and energize a LOSS-OF-RPM shutdown light in the event of a failure.

2.3.4 Engine instrumentation shall consist of an oil pressure gauge, coolant temperature gauge, D.C. ammeter and an engine run-hour-meter, located on the unit control panel. Alternator instrumentation shall include analog meters to indicate output voltage per phase; amperage per phase and generator output frequency.

2.3.5 A red light (labeled using silk screened black letters on the control panel), which becomes energized when a low fuel level is sensed in the base mounted tank.

2.3.6 A thermal-magnetic, UL listed, main-line, molded case circuit breaker shall be mounted in the generator terminal panel. Line side connections shall be made at the factory. A system utilizing a manual reset field circuit breaker and current transformers is unacceptable.

2.4 MISCELLANEOUS EQUIPMENT

2.4.1 The following miscellaneous equipment shall be provided as a part of this procurement action:

2.4.1.1 A sound attenuating weatherproof enclosure: The engine-generator set shall be factory enclosed in a 12 gauge steel enclosure constructed with corner posts, coated with electrostatically applied zinc and finished with baked enamel paint. The installed equipment sound levels shall be no more than that afforded by Hospital muffler standards when the unit is operated at full load, under rated ambient conditions. Muffler and entire installation, including sound-attenuating enclosure, shall be Hospital rated for sound. The muffler shall be Hospital Rated apart from the enclosure. The enclosure, apart from the muffler shall be rated for 50dBA sound power level at 7 meters when operating under full load. The enclosure shall have large, removable doors to allow complete access to the engine, alternator and control panel. Each door shall be fitted with stainless steel, lockable hardware with two sets of identical keys. The enclosure shall come equipped with a heater for the prevention of condensation within the enclosure. The enclosure shall meet seismic requirements.

2.4.1.2 (Not Used)

2.4.1.3 An automatic dual rate battery charger mounted inside the genset enclosure, in its own cabinet, shall be provided. The charger shall have 127 volt, single phase input. The automatic equalizer system shall monitor and limit the charge current to 10 amps. The output voltage is to be determined by the charge current rate. The charger shall have a maximum open circuit voltage of 35 volts and be protected against a reverse polarity connection.

2.4.1.4 A heavy duty, lead acid battery set shall be provided by the generator set manufacturer of adequate voltage and amperage capacity to start and operate the engine. Provide all intercell and connecting battery cables as required for complete installation. The battery shall be shipped in place fully charged with electrolyte.

2.4.1.5 The genset, parts shall be warranted by the offeror in accordance with the terms of this contract.

2.4.1.6 An integral skid type fuel tank shall be provided with each generator set to permit 12 hours of operation at full rated load.

3.0 AUTOMATIC TRANSFER SWITCH (ATS)

3.1 GENERAL

3.1.1 The automatic transfer switch shall be furnished so as to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by Underwriter's Laboratory, Standard 1008, with circuit breaker protection afforded by the generator breaker. Representative production samples of the transfer switch, which have been demonstrated through tests, shall withstand 10,000 mechanical operation cycles (min) without failure. One operation cycle is the electrically operated transfer from normal to emergency and back to normal. Wiring shall comply with NEC table 373-6. The manufacturer shall furnish complete schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system showing all components, relays and part numbers. This ATS shall be an integral part of the generator set and be secured to the winterized enclosure. All wiring and connections to integrate the ATS into the generator output shall be made by the vendor before acceptance by the Government.

3.2 ATS RATINGS & PERFORMANCE

3.2.1 The automatic transfer switch (ATS) shall be a 3 pole design, rated for full load, continuous operation and selected based on the equipment of Table I herein. The ATS rating shall be ambient temperatures of -20 Degrees Fahrenheit (-30 Degrees Celsius) to +140 Degrees Fahrenheit (+60 Degrees Celsius). Main power switch contact shall be rated to operate at 380/ 220 volts maximum unless otherwise specified herein. The transfer switch shall have a minimum withstand and closing rating of 100,000 amperes. The RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch.

3.3 ATS CONSTRUCTION

3.3.1 The transfer switch shall be double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions. Independent break before make action shall be used as protection to prevent dangerous source to source connections. The transfer switch shall be approved for manual operation. The electrical operating means shall be approved for manual operation. The electrical operating means shall be by electric solenoid. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed, and parts are to be kept to a minimum. This transfer switch shall not contain integral over current devices in the main power circuit, including molded case circuit breakers or fuses.

3.3.2 The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high pressure silver alloy contacts to resist burning and pitting for long life operation.

3.3.3 There shall be one Single Pole Double Throw, 10 ampere, 250 volt auxiliary contacts on both normal and emergency sides, operated by the transfer switch. Full rated neutral bar with lugs for normal, emergency and load conductors shall be provided inside the cabinet.

3.4 CONTROL EQUIPMENT

3.4.1 All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with transparent safety shield to protect all solid state circuit boards. This will allow for ease of service access when main cabinet lockable door is open, but prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazard while making control adjustments. The solid state voltage sensors and time delay modules shall be plug-in circuit boards with silver or gold contacts for ease of service.

3.4.2 A solid state under-voltage sensor shall monitor each phase of the normal source and provide adjustable ranges for field adjustments for specific applications needs. Pick-up and drop-out settings shall be adjustable from a minimum of 70% to a maximum of 95% of nominal voltage. The utility input voltage shall be stepped down to 24VAC for safety and reliability.

3.4.3 Signal the engine-generator set to start in the event of a power interruption. A set of contacts shall close to start the engine and open for engine shutdown. An adjustable, solid state time delay start (1 to 180 seconds) shall delay this signal to avoid nuisance start-ups on momentary voltage dips or power outages.

3.4.4 Transfer the load to the engine-generator set after it reaches proper voltage (80%) and frequency (80%). A solid state time delay (30 seconds) shall delay this transfer to allow the engine-generator to warm-up before application of load. There shall be a switch to bypass this warm-up timer when immediate transfer is required.

3.4.5 Retransfer the load to the line after normal power restoration. A return to utility timer (5-10 minutes) shall delay this transfer to avoid short term normal power restoration.

3.4.6 The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.

3.4.7 Signal the engine-generator to stop after the load re-transfers to normal. An adjustable, solid state engine cool-down timer (3-10 minutes) shall permit the engine to run unloaded to cool-down before shutdown.

3.4.8 Provide an engine minimum run timer (10 minutes) to ensure an adequate engine run period.

3.4.9 Provide a solid state plant exercise clock to set the day and time of generator set exercise period. Clock shall have a seven days, 24 hour programmable clock powered from the load side of the transfer switch. A150 hour internal battery shall be supplied to maintain the circuit board settings when the load side of the transfer switch is de-energized. Include a switch to select if the load will transfer to the engine-generator set during the exercise period.

3.4.10 The transfer switch shall have a time delay neutral feature to provide a time delay (5 seconds) during the transfer in either direction during which time the load is isolated from both power sources. This allows residual voltage components of motors or other conductive loads (such

as transformers) to decay before completing the switching cycle. A switch will be provided to bypass this feature when immediate transfer is required.

3.4.11 Front mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays, FAST TEST mode which bypasses all time delays to allow for testing the entire system in less than one minute, or AUTOMATIC mode to set the system for normal operation.

3.4.12 Provide colored indicator lamps to be energized when the transfer switch position is in either UTILITY (white) or EMERGENCY (red). A third lamp shall be provided to indicate STANDBY OPERATING (amber). These lights shall be energized from utility or the engine-generator set.

3.4.13 Provide manual operating handle to allow for manual transfer. This handle shall be mounted inside the lockable enclosure so accessible only by authorized personnel.

3.4.14 Provide a safety disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.

3.4.15 Provide LED status lights to give a visual readout of the operating sequence. This shall include: utility on, engine warm up, engine warm up bypass, standby voltage "ready", standby frequency "ready", standby on, transfer to standby, return to utility, engine cool-down, engine minimum run and fast test mode.

3.5 MISCELLANEOUS ATS EQUIPMENT

3.5.1 The transfer switch mechanism and controls shall be mounted in a NEMA 1 enclosure, rated for indoor installations.

4.0 MISCELLANEOUS

4.1 FACTORY TESTING

4.1.1 Before shipment of the equipment, the engine-generator set shall be tested under rated load and power factor for performance and proper fronting of control and interfacing circuits. Tests shall include:

4.1.1.1 Verifying all safety shutdowns and components are functioning properly.

4.1.1.2 Single step load pick-up per NFPA 110-1985, Paragraph 5-13.2.6.

4.1.1.3 Transient and voltage dip responses and steady state voltage and speed (frequency) checks.

4.1.1.4 The factory test data sheet shall identify all tests (PASSED or FAILED) and accompany each generator set. This will be reviewed by the COR before written acceptance is provided.

4.2 OWNERS MANUALS

4.2.1 Four (4) sets of owner's manuals specific to the genset and products supplied shall be located inside each unit and accompany the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model shall be included.

4.3 SPARES

A 2000 hours spare parts kit shall be provided for each genset supplied under this contract. The offer shall include a complete list of all vendors recommended spares. The offer shall explicitly identify each Table I line item by packaged dimensions, weight and price.

4.4 FIELD SERVICE (Not required under this Contract)

4.5 WARRANTY

The offeror shall provide a one-year warranty on parts, which starts from the date the equipment is commissioned on-site. This requirement shall not modify or change the standard contract warranty agreement.

5.0 Table I - LIST OF REQUIRED EQUIPMENT (see note 1)

Generators shall be provided under this contract including the following typical accessories:

Prime kva Rating	Auto Xfer Switch	2000hrs Spares	Total Generators
35 kva	1	1 Kit	1
Totals	1	1	1

Note 1: Limited use equipment, which meets this solicitation and is offered under warranty, will be considered by the Government. Alternate/acceptable kva ratings will also be considered.

GENSET AND CONTROL PANEL

Generator Set: Diesel fuel engine generators wired for 220/110 volts, 1-phase, 60HZ.

Control Panel: AC meter package, phase selector switch, cyclic cranking with crank limiter, voltage adjust rheostat, hour-meter, oil pressure and coolant temperature gauges, DC batter charge ammeter, panel light lamp test/reset switch, AUTO/OFF/MANUAL switch with red "Not in Auto" annunciator light, latched shutdowns and five light annunciation for:

Low oil pressure

High coolant temperature
Over crank
Over speed
RPM sensor loss
Fuel shut-off solenoid valve
Fuel filter and water separator
Electronic governor
Battery charging alternator
Battery cables
Flex exhaust
Solenoid activated starter motor
Air cleaner and oil filter with internal bypass
Oil and antifreeze
Oil and radiator drain extensions
Vibration isolators between engine/alternator and base frame
Cool flow radiator with fan guards
Sound attenuating enclosure (75db min)
Installed critical muffler
Installed UL listed main circuit breaker (rated to generator full load)
10A/12V battery charger
135AH (4D) battery
Flexible fuel lines (2)
(6) Sets of owners manuals

Automatic Transfer Switch: (See Table I)

Transfer switch (Ampacity based on Genset Full Load Output)
3 pole, transfer switch rated at 220/127 volts
Time delay neutral
Safety disconnect switch
System voltage 220/127 three phase
Utility voltage sensing controls:
- Drop-out and pick-up (70 to 95% adjustable)
- Utility interrupt delay (1 to 10 seconds adjustable)
2 wire start system
CPU control with 7 day exerciser
NEMA 1 enclosure
Full 1-year warranty
UL 1008 listed
(6) Sets of Owner's Manuals

6.0 Table II - ITEM PRICING (QUOTER COMPLETES)

US DOLLARS (\$)					
Line	Prime		Auto	2000hrs	
No.	Kva Rating	Generator \$	Xfer Switch \$	Spares \$	Total \$
001	35kva				

Totals (US Dollars)

TOTAL CONTRACT PRICE: \$ _____

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference.

“NONE”

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Nov 2011)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) [52.219-3](#), Notice of HUB Zone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

— (9) [52.219-4](#), Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (10) [Reserved]

— (11) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

— (ii) Alternate I (Nov 2011).

— (iii) Alternate II (Nov 2011).

— (12) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

— (ii) Alternate I (Oct 1995) of [52.219-7](#).

— (iii) Alternate II (Mar 2004) of [52.219-7](#).

— (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)).

— (14) (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (ii) Alternate I (Oct 2001) of [52.219-9](#).

— (iii) Alternate II (Oct 2001) of [52.219-9](#).

— (iv) Alternate III (Jul 2010) of [52.219-9](#).

— (15) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

— (16) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\) \(14\)](#)).

— (17) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).

— (18) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) Alternate I (June 2003) of [52.219-23](#).

— (19) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub.) L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

— (20) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

— (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

— (22) [52.219-28](#), Post Award Small Business Program Representation (Apr 2009) ([15 U.S.C. 632\(a\) \(2\)](#)).

— (23) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

— (24) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Nov 2011).

— (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- __ (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- __ (30) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (31) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (34) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\) \(3\) \(A\) \(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\) \(2\) \(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (35) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (36) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - __ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X** (37) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (38) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (39)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - __ (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - __ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- __ (40) [52.225-5](#), Trade Agreements (NOV 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X** (41) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (42) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (43) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (44) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (45) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (46) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (47) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (48) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

__ (49) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (50)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appendix. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\) \(1\)](#)).

(D) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appendix 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.232-34	Optional Information for Electronic Funds Transfer Payment (AUG 1996)

The following FAR clause is provided in full text:

None

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

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

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

(End of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original and (two) copies to the below office; to constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**American Embassy
Financial Management Office
Ave. La Paz
Tegucigalpa, Honduras**

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

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 **Facilities Maintenance Officer**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN2008), is incorporated by reference.

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. a completed solicitation, in which the SF-18 cover page (blocks 8, 11(a)-11(f), and 13-16 as appropriate) and Section 1, has been filled out.

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

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing, company brochure;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

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

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

A.3. Provide:

(a) Manufacturers technical specifications and information on the generator sets, transfer switches and associated components, listed in Table 1

(b) Equipment availability and delivery schedule.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (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, **Management Officer at fax number (504) 2236-5245**. 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter, which can meet the equipment availability, delivery and shipping requirements herein. Quotes shall include a completed solicitation. Provide manufacturers technical specifications and information on the generator sets, transfer switches and associated components, listed in Table I.

Unit Prices for generator, transfer switch, spare parts kit and trailer shall be listed.

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

The lowest price will be determined by multiplying the offered prices times the estimated quantities in Prices in applicable page of this Solicitation, and arriving at a grand total, including all line items. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

The following FAR provision is provided in full text:

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“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 pursuant to 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\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

(i) It is, or is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the

name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____ . Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c) (8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10)

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUB Zone small business concern.* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUB Zone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, or is not a HUB Zone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUB Zone small business concern participating in the HUB Zone joint venture. [The offeror shall enter the names of each of the HUB Zone small business concerns participating in the HUB Zone joint venture: _____.] Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, or has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, or has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic

end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, or have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)](#) (1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)](#) (2) (ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)](#) (1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\) \(2\) \(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k) (1) or (k) (2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k) (1) or (k) (2) of this clause or to contact the Contracting Officer as required in paragraph (k) (3) (i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(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; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

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

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

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

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

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a		Local nationals: _____

country where there <i>are</i> local workers' compensation laws		Third Country Nationals: _____
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(b) The contracting officer has determined that for performance in the country of **Honduras**

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a) (4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a) (1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)