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RFQ NUMBER SPM070-14-Q-0004 GENERATOR CMR/DCMR

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR2931363		Page 1 of 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM07014Q0004	
6. SOLICITATION ISSUE DATE 3/19/2014		7. FOR SOLICITATION INFORMATION CALL 		a. NAME Teresa Guardia		b. TELEPHONE NUMBER (507) 317-5309	
8. OFFER DUE DATE/LOCAL TIME 4/8/2014 / 14:00ET		9. ISSUED BY AMERICAN EMBASSY PANAMA CITY APARTADO 0816-02561, ATTN: GSO PANAMA PANAMA		CODE PM070		10. THIS ACQUISITION IS x UNRESTRICTED _ SET ASIDE: % FOR _ SMALL BUSINESS _ HUBZONE SMALL BUSINESS SMALL BUSINESS _ 8(A) _ SERVICE-DISABLED VETERAN OWNED NAICS: SIZE STD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED _ SEE SCHEDULE		12. DISCOUNT		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER		13b. RATING	
15. DELIVER TO: AMERICAN EMBASSY PANAMA CITY GSO ANNEX, CLAYTON, ATTN: PROP PANAMA CITY PANAMA		Code		14. METHOD OF SOLICITATION x RFQ IFB RFP		16. Administered by: AMERICAN EMBASSY PANAMA CITY APARTADO 0816-02561, ATTN: GSO PANAMA PANAMA	
17a. CONTRACTOR/OFFEROR NOVENDOR		CODE 0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY PANAMA CITY DEMETRIO LAKAS STREET, BUILDING 783, ATTN: FINANCIAL MANAGEMENT OFFICE CLAYTON PANAMA	
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED _ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	- SEE LINE ITEMS - (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED. _ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED.							
_ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				_ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) . .			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Provide generator for DCMR with the attached specifications. ** SUBJECT TO AVAILABILITY OF FUNDS **	1.00	EA	\$	\$
1	Provide generator for CMR with the attached specifications. ** SUBJECT TO AVAILABILITY OF FUNDS **	1.00	EA	\$	\$

SECTION 1 - THE SCHEDULE CONTINUATION TO SF-1449 PRICES, BLOCK 23
RFQ NUMBER SPM070-14-Q-0004

I. Scope of Services

- A. The Contractor shall deliver and install prime power rated engine generator set, including: prime power, directly coupled shaft, engine generator sets. The unit shall be configured to consist of a liquid cooled engine and a conventional alternator and an electronic governor. The unit shall be manufactured complete with system controls and all necessary accessories to make the generator set (genset) fully operational to the U.S. Embassy - Panama in accordance with the specifications and terms and conditions set forth herein.
- B. This is a ***“firm-fixed price”*** type of purchase order/contract.
- C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver and install the required items to:
 - a. Calle Gato Solo #68, Albrook (DCMR)
 - b. La Cresta (CMR)
- D. All prices are in U.S. Dollars (\$).

II. Pricing

Line Item	Description	Qty	Unit	Unit Price	Total Price
001	Generator - 75 KVA (240/120V, 1-phase, 60 Hz) (DCMR)	1		\$	\$
002	Generator -200 KVA (208/120 V, 3-phase, 60 Hz) (CMR)	1		\$	\$
Grand Total					\$

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

CONTINUATION TO SF-1449 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
RFQ Number SPM070-14-Q-0004

- III. The Contractor shall deliver and install prime power rated engine generator set, including: prime power, directly coupled shaft, engine generator sets. The unit shall be configured to consist of a liquid cooled engine and a conventional alternator and an electronic governor. The unit shall be manufactured complete with system controls and all necessary accessories to make the generator set (genset) fully operational to the U.S. Embassy - Panama in accordance with the specifications and terms and conditions set forth in **Attachment A**.
- IV. Delivery Location and Time
- A. The Contractor shall deliver the ordered items to the following addresses:
- | | |
|----------|---------------------------------------|
| CLIN 001 | Calle Gato Solo #768, Albrook, Panama |
| CLIN 002 | La Cresta, Panama |
- B. The Contractor shall deliver all items not later *than 60 days* after date of contract award.
- C. Any Contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least three (3) ***working days prior notice is required.***
- D. If delivery will be to the specific addresses shall be made between the hours of 8:00-16:00, Monday – Thursday.

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4
None

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

- 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) <u>52.203-6</u> , Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 253g</u> and <u>10 U.S.C. 2402</u>).
	(2) <u>52.203-13</u> , Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).
	(3) <u>52.203-15</u> , 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) <u>52.204-10</u> , Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
	(5) <u>52.204-11</u> , American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
	(6) <u>52.209-6</u> , Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
	(7) <u>52.209-9</u> , Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(8) <u>52.209-10</u> , Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, 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).
(9) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C. 657a</u>).
(10) <u>52.219-4</u> , Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).
(11) [Reserved]
(12)(i) <u>52.219-6</u> , Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(13)(i) <u>52.219-7</u> , Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Oct 1995) of <u>52.219-7</u> .
(iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
(14) <u>52.219-8</u> , Utilization of Small Business Concerns (Jul 2013) (<u>15 U.S.C. 637(d)(2)</u> and (3)).
(15)(i) <u>52.219-9</u> , Small Business Subcontracting Plan (Jul 2013) (<u>15 U.S.C. 637(d)(4)</u>).
(ii) Alternate I (Oct 2001) of <u>52.219-9</u> .
(iii) Alternate II (Oct 2001) of <u>52.219-9</u> .
(iv) Alternate III (Jul 2010) of <u>52.219-9</u> .
(16) <u>52.219-13</u> , Notice of Set-Aside of Orders (Nov 2011)(<u>15 U.S.C. 644(r)</u>).
(17) <u>52.219-14</u> , Limitations on Subcontracting (Nov 2011) (<u>15 U.S.C. 637(a)(14)</u>).
(18) <u>52.219-16</u> , Liquidated Damages—Subcontracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>).
(19)(i) <u>52.219-23</u> , Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (<u>10 U.S.C. 2323</u>) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of <u>52.219-23</u> .
(20) <u>52.219-25</u> , Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and <u>10 U.S.C. 2323</u>).
(21) <u>52.219-26</u> , Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and <u>10 U.S.C. 2323</u>).
(22) <u>52.219-27</u> , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 657 f</u>).
(23) <u>52.219-28</u> , Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15 U.S.C. 632(a)(2)</u>).
(24) <u>52.219-29</u> , Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (<u>15 U.S.C. 637(m)</u>).
(25) <u>52.219-30</u> , Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (<u>15 U.S.C. 637(m)</u>).
(26) <u>52.222-3</u> , Convict Labor (June 2003) (E.O. 11755).

X	(27) <u>52.222-19</u> , Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
	(28) <u>52.222-21</u> , Prohibition of Segregated Facilities (Feb 1999).
	(29) <u>52.222-26</u> , Equal Opportunity (Mar 2007) (E.O. 11246).
	(30) <u>52.222-35</u> , Equal Opportunity for Veterans (Sep 2010)(<u>38 U.S.C. 4212</u>).
	(31) <u>52.222-36</u> , Affirmative Action for Workers with Disabilities (Oct 2010) (<u>29 U.S.C. 793</u>).
	(32) <u>52.222-37</u> , Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
	(33) <u>52.222-40</u> , Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
	(34) <u>52.222-54</u> , Employment Eligibility Verification (JUL 2012). (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 <u>22.1803</u> .)
	(35)(i) <u>52.223-9</u> , Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(36) <u>52.223-15</u> , Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42 U.S.C. 8259b</u>).
	(37)(i) <u>52.223-16</u> , IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
	(ii) Alternate I (DEC 2007) of <u>52.223-16</u> .
X	(38) <u>52.223-18</u> , Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
	(39) <u>52.225-1</u> , Buy American Act—Supplies (Feb 2009) (<u>41 U.S.C. 10a-10d</u>).
	(40)(i) <u>52.225-3</u> , Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (<u>41 U.S.C. chapter 83</u> , <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
	(ii) Alternate I (Mar 2012) of <u>52.225-3</u> .
	(iii) Alternate II (Mar 2012) of <u>52.225-3</u> .
	(iv) Alternate III (Nov 2012) of <u>52.225-3</u> .
	(41) <u>52.225-5</u> , Trade Agreements (SEPT 2013) (<u>19 U.S.C. 2501</u> , et seq., <u>19 U.S.C. 3301</u> note).
X	(42) <u>52.225-13</u> , 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).
	(43) <u>52.225-26</u> , Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302</u> Note).
	(44) <u>52.226-4</u> , Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>).

X	(45) <u>52.226-5</u> , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
	(46) <u>52.232-29</u> , Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 255(f)</u> , <u>10 U.S.C. 2307(f)</u>).
	(47) <u>52.232-30</u> , Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 255(f)</u> , <u>10 U.S.C. 2307(f)</u>).
X	(48) <u>52.232-33</u> , Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
	(49) <u>52.232-34</u> , Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
	(50) <u>52.232-36</u> , Payment by Third Party (Jul 2013) (<u>31 U.S.C. 3332</u>).
	(51) <u>52.239-1</u> , Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
	(52)(i) <u>52.247-64</u> , Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).
	__ (ii) Alternate I (Apr 2003) of <u>52.247-64</u> .

- 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) <u>52.222-41</u> Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u> et seq.).
	(2) <u>52.222-42</u> Statement of Equivalent Rates for Federal Hires (May 1989) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u> et seq.).
	(3) <u>52.222-43</u> Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u> et seq.).
	(4) <u>52.222-44</u> Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u> et seq.). or Repair of Certain Equipment—Requirements (Nov 2007) (<u>41 351</u> et seq.).
	(6) <u>52.222-53</u> Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (<u>41 U.S.C. 351</u> et seq.).
	(7) <u>52.222-17</u> Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
	(8) <u>52.226-6</u> Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
	(9) <u>52.237-11</u> Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).

- 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 (Jul 2013) (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. 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - 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 (Jul 2012).
 - xiii. 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - xiv. 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.
 - xv. 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 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:

<http://acquisition.gov/far/index.html>

or

<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE(JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION(JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clauses are provided in full text:

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business

concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

- (b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) A contractor may obtain a DUNS number-
 - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The Contractor should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
- (A) Change the name in the **SAM** database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <http://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.
- (End of Clause)

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
(DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the

maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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 (2) copies to:
 - American Embassy Panama
 - 9100 Panama City Pl
 - Washington Dc 20521

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

- (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:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during **workdays Monday – Friday 07:00-16:00** except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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 ***Facilities Engineer.***

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

Instructions to Offeror. Each offer must consist of the following:

A. Summary of instructions.

- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- 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) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Panama, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility;
 - (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. Vendors shall provide all information in their quote as specified herein. That information includes brochures and other descriptive details to help explain the product being quoted. The vendor shall also provide the following format for the quote, providing, as a minimum, the information outlined below, in the English language
- (1) **Diesel prime-rated generators**— Specification (Spec) Paragraph I. 1.1.1 and Schedule Show the make, model, prime KVA rating, voltage, phases, and frequency ratings of each generator for each property listed in the schedule. Provide brochures for each type of generator.
 - (2) **Sound attenuated outdoor enclosure**—Spec Paragraph I.2.4.1.1 Show sound attenuation ratings of the enclosure and muffler. Indicate if the enclosure is weatherproof.

- (3) **Dual-wall tank with leak alarm**—Spec Paragraph I.2.4.1.5. Indicate if the fuel tank has a dual wall with leak alarm. Indicate the fuel tank capacity and run time at full load. Fuel tanks without dual wall are unacceptable.
- (4) **Fuel/water separator**—Spec Paragraph I.2.1.6 Indicate presence and type of fuel/water separator provided in quote.
- (5) **Battery charger with trickle/float function**—Spec Paragraph I.2.4.1.2 Indicate presence and type of battery charger in quote.
- (6) **Batteries**—Spec Paragraph I.2.4.1.3 Indicate presence and type of batteries provided in quote.
- (7) **Anti-Condensation Heater**—Spec Paragraph I.2.4.1.1 Indicate presence and type of anti-condensation heater in quote.
- (8) **Automatic transfer switch**—Paragraph I.3.0, Show the make, model, voltage, poles, and frequency ratings of each transfer switch being offered. Show weather proof rating of transfer switch enclosure. Indicate if the switch is industrial rated as required in the specifications. Provide brochures for each type of transfer switch.
- (9) **Seismic Requirement**, Spec Paragraph I.4.2 Show seismic ratings on any and all equipment being provided.
- (10) **Initial set of spare parts for 2000 operating hours**—Spec Paragraph I.4.5-- List the type and number of spare parts being provided. Note that spec recognizes 250 hours to be one change cycle for all filters and associated gaskets.
- (11) Testing of generator before shipping according to NFPA 110. Spec Paragraph I.4.1— Indicate intent to test each generator before the generator leaves the factory or vendor. Test reports must be sent to us and approved by us before generator can be shipped. Tests on prototype generators are not acceptable.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

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:

<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 an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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, **Miki Rankin** at **317-5174**. 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. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.
2. The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM 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 _____.

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 ___ is, ___ is not a small business concern.
2. Veteran-owned small business concern. The offeror represents as part of its offer that it ___ is, ___ 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 ___ is, ___ is not a service-disabled veteran-owned small business concern.
4. Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ___ is, ___ 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 ___ is, ___ is not a women-owned small business concern.
6. WOSB concern eligible under the WOSB Program. The offeror represents that—
 - i. It ___ is, ___ 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 ___ is, ___ 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. Each WOSB concern eligible under the WOSB Program 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 ___ is, ___ is not an EDWOSB concern, 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 ___ is, ___ 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 for each EDWOSB concern

participating in the joint venture. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

8. Women-owned business concern (other than small business concern. The offeror represents that it ___ 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. *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*
 - i. *General.* The offeror represents that either—
 - A. It ___ is, ___ 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 SAM 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 ___ has, ___ 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. *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—
 - i. It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - ii. It ___ is, ___ is not a HUBZone 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 HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- d. Representations required to implement provisions of Executive Order 11246—
 1. Previous contracts and compliance. The offeror represents that—
 - i. It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

- ii. It ___ has, ___ has not filed all required compliance reports.
- 2. *Affirmative Action Compliance.* The offeror represents that—
 - i. It ___ has developed and has on file, ___ 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, Panamanian, 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, Panamanian, 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, Panamanian, 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) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

[List as necessary]

- 5) *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)(5)(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
	.
	.
	.

[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. Reserved

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.*

Line Item No.	Country of Origin
	.
	.

2) *Certification*

(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.* 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 *o* does *o* 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 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.

I. *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 the SAM database to be eligible for award.)

1) All offerors must submit the information required in paragraphs (I)(3) through (I)(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:

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;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

4) *Type of organization.*

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

5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- 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. *Prohibition on contracting with entities engaging in certain activities or transactions 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 Certifications. 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;
 - (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; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)
- 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)

ATTACHMENT A –

I. Generator Specification

See attached

1. Generator Specification, American Embassy, Panama City, Panama (CMR, DCMR)

- 1.1 DESCRIPTION— Provide engine generators, as per attached schedule, in the KVA ratings indicated for each generator. Each generator on the schedule shall conform to the specifications contained herein. Quote from the vendor shall be in the format and contain the minimum information as outlined in the attached Quote Format.
- 1.1.1 Each generator shall be a prime power rated engine generator set, including: prime power, directly coupled shaft, engine generator sets. The unit shall be configured to consist of a liquid cooled engine and a conventional alternator and an electronic governor. The unit shall be manufactured complete with system controls and all necessary accessories to make the generator set (genset) fully operational. All equipment shall be as specified but shall not be limited to the items specified herein. Each genset shall be delivered to the residences indicated on the attached schedule, American Embassy, Panama City, Panama.
- 1.1.2 Provide for integral automatic and manual operation from the selector switch:
- (1) automatic transfer switch (ATS) for the 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 NFPA 70 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 Generator, See Attached Schedule.
- 1.3.2 Automatic Transfer Switch (ATS).
- 1.3.3 Sound-attenuated, weatherproof enclosure.

Generator output power characteristics shall be as shown on the generator schedule as shown near the end of this specification, except where otherwise stated.

2. ENGINE-GENERATOR SET

2.1 ENGINE

- 2.1.1 The prime mover shall be a liquid cooled, diesel fuel, naturally aspirated engine of 4-cycle design, with four cylinders (minimum).
- 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 122 Degrees Fahrenheit (50 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 drop, 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 with glass bowl, manual fuel priming 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 The electric jacket-coolant heater shall be thermostatically controlled to automatically maintain the coolant within plus or minus 3 degrees of the control temperature. The control temperature shall be the temperature recommended by the manufacturer to optimize the starting time.
- 2.1.9 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 a 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 a voltage and frequency as shown on the generator schedule, with a brushless, static exciter. Generators shall be prime rated. 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 the generator shall return to normal operation within 15 seconds.

- 2.2.2 The engine-generator set shall be so designed that voltage dip upon application of nameplate full load shall not exceed 30% with recovery to stable operation within 15 seconds.
- 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 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 direct current (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 annunciator 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: Overcrank shutdown, Overspeed shutdown, High Coolant Temperature (Low Coolant Level shutdown), Low Oil Pressure shutdown, and fuel leak. Monitoring system shall include 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.
- 2.3.7 A red emergency stop pushbutton shall be provided on the exterior of the enclosure and shall be accessible without the use of a key and without having to open the enclosure.

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 50 dBA 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 as specified herein.
 - 2.4.1.2 An automatic dual rate battery charger mounted inside the genset enclosure, in its own cabinet, shall be provided. The charger shall have 240 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.
 - 2.4.1.3 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.
 - 2.4.1.4 The genset, parts shall be warranted by the offeror in accordance with the terms of this contract.
 - 2.4.1.5 An integral skid type fuel tank shall be provided with the generator set to permit 18-24 hours of operation at full rated load. The fuel tank shall be a dual wall tank with a retention capacity of 110% of the internal tank. The integral fuel tank shall include an interstitial leak detector to provide notification of the presence of fuel in the interstitial space. The leak detector shall be able to be wired to the safety shutdown monitoring system and shall have a dedicated indicator light.

3. AUTOMATIC TRANSFER SWITCH (ATS)

3.1 GENERAL

- 3.1.1 The automatic transfer switch shall be industrial (NOT residential) grade and 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 (minimum) 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 weather-proof 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 minimum 4-pole design (3-pole + neutral) for three phase applications, rated for full load, continuous operation. Single phase applications shall be 3-pole so as to switch the neutral. The ATS rating shall be ambient temperatures of -15 Degrees Celsius to +50 Degrees Celsius. Main power switch contact shall be rated to operate at 250 volts minimum unless otherwise specified herein. The transfer switch shall have a minimum withstand and closing rating of 42,000 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 open transition type, 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 overcurrent 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 contact 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. A 150 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 4X enclosure for outdoor, weatherproof, corrosion-proof, dustproof installation.

4. 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 Department of State Representative (DOSREP) before written acceptance is provided.

4.2 SEISMIC REQUIREMENTS

4.2.1 GENERAL

- A. All equipment, including the associated weatherproof enclosure, exhaust piping, and mufflers, shall be manufactured and assembled to withstand the seismic forces specified in the 2009 International Building Code (IBC) and the 2005 American Society of Civil Engineer's Minimum Design Loads for Buildings and Other Structures (ASCE 7).
- B. Design and installation of seismic restraints for all equipment, weatherproof enclosure, exhaust piping, and mufflers, shall be in compliance with the applicable provisions of the IBC, ASCE 7, and the manufacturer's recommendations and instructions. In case of conflict, the most stringent shall apply.
- C. The engine generator shall be mounted on vibration isolators positioned between the skid and the support pad/foundation. Seismic restraint provisions, if required, shall be incorporated into the isolators' design or provided separately. Where a sub-base fuel day tank is used, use only one set of isolators between skid and tank, or between tank and foundation.
- D. All vibration isolators and snubbers shall be products of a single manufacturer and shall be rated and approved for seismic applications.
- E. Isolators shall reduce transmitted vibration from genset to foundation to maximum 40 microns total amplitude throughout frequency ranges down to 66 Hz during all phases of set operation.

4.2.2 PROJECT CONDITIONS

The following parameters shall be used to determine the seismic design category and other requirements for Panama City, Panama:

- a. Site Class as defined in the IBC: D (unless site-specific soil properties are known)
- b. Spectral Response Acceleration Parameter at Short Periods: $S_s=0.08g$
- c. Spectral Response Acceleration Parameter at 1-Second Period: $S_1= 0.05g$
- d. Component Importance Factor: 1.0

4.2.3 SUBMITTALS

- A. Engine generator manufacturer's certificate of compliance with the seismic force requirements (required for seismic design categories C through F only).
- B. Catalog cut sheets on vibration isolators, snubbers, and other seismic restraint devices detailing compliance with the specifications. In all cases, the manufacturer shall provide the size and spacing of skid mounting bolts for the seismic conditions specified.
- C. For above grade installations and installations inside of buildings, provide seismic restraint calculations for all connections of the equipment and weatherproof enclosure to the support structures. Calculations shall be stamped by a registered professional structural engineer with at least five years of seismic design experience (required for seismic design categories C through F only).

4.3 OWNERS MANUALS

- 4.3.1 Two (2) hard copy 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. A PDF version of the owner's manuals shall also be provided on a compact disc and shipped with each generator.

4.4 SUBMITTALS

4.4.1 Provide two complete sets (for each rating of machine) of Engineering Submittal for approval, prior to production release, showing all components, in addition to the engine, generator and automatic transfer switch. Submittals shall include complete system interconnection wiring diagrams and manufacturer's warranty form indicating compliance with these specifications.

4.5 SPARES

General parts: Provide one set of maintenance (spare) parts for each genset ordered under this contract. An order of maintenance parts is defined as all items necessary to perform scheduled maintenance functions for 2000 operating hours plus replacement bulbs for indicators, replacement fuses for each fuse used on the genset and any other like items that the manufacturer deems desirable. Package these maintenance parts in polyethylene bag, and pack inside the genset for which they are intended. Should there be insufficient room inside genset, enclose parts bag in protective package and attach to shipping skid. This group of parts shall include a complete list of all vendors recommended spares, including, but not limited to, the items listed below:

1. Engine lubricating oil filters and filter gaskets, if separate from filter.
2. Fuel filters and filter gaskets, if separate from filter.
3. Engine intake air filters and filter gaskets, if separate from filter.
4. A minimum of five light bulbs of each size light bulb used in the genset.
5. A minimum of five electrical fuses of each size fuse used in the genset.
6. One engine lubrication oil system drain plug.

For the 2000-hour requirement for replacement parts, one replacement cycle for all filters and associated gaskets shall be 250 hours. 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.

4.6 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.

4.7 DELIVERY

The generator sets, transfer switches, spare parts and trailers are being imported duty free under the diplomatic duty free status of the American Embassy, the goods will be considered delivered once received and inspected by the Receiving Officer at the United States Embassy, Panama City, Panama.

II. GENERATOR SCHEDULE
Panama City, Panama

1. The generators must be delivered and fully installed as identified below:

<u>Property#</u>	<u>Minimum Prime Rating, KVA</u>
1. S00555, DCR (Albrook #268, Gato Solo St., Panama)	75 KVA (240/120V, 1-phase, 60 Hz)
2. X02002, CMR (La Cresta, Panama)	200 KVA (208/120V, 3-phase, 60 Hz)