Embassy of the United States of America

Date: June 10th 2009

To: Prospective Quoters

Subject: Request for Quotations number SFJ600-09-Q-0005

Enclosed is a Request for Quotations (RFQ) for purchase and installation of 22KVA & 13.5KVA generators as per specifications attached. If you would like to submit a quotation, follow the instructions in Section 6 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Quotations are due by June 24th 2009 at 4pm.

Sincerely,

Contracting Officer

Enclosure

REQUEST FOR QUOTATIONS SFJ600-09-Q-0005
TABLE OF CONTENTS

Section 1 - The Schedule

SF 1449 cover sheet
Continuation To SF-1449, RFQ Number SFJ600-09-Q-0005
Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement, Required Delivery Dates
Item Pricing

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Offeror Representations and Certifications

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

Section 6 - Proposal Preparation Instructions

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SFJ600-09-Q-0005

6. SOLICITATION ISSUE DATE: June 10th 2009

7. FOR SOLICITATION INFORMATION CALL ▶ a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME: June 24th 4pm

9. ISSUED BY — CODE

American Embassy Suva
31 Loftus Street
Suva
Fiji

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED
- ☐ SET ASIDE: % FOR
  - ☐ SMALL BUSINESS
  - ☐ HUBZONE SMALL BUSINESS
  - ☐ 8(A)

NAICS:
SIZE STD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- ☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

FMO
American Embassy
P.O. Box 218
Suva

☐ 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 section 1 attached. (Use Reverse and/or Attach Additional Sheets as Necessary)			See section 1 Attached.	

25. ACCOUNTING AND APPROPRIATION DATA
19 80113-00-4312825397-4312-2589 – USD2,057.14

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
FJD2,880.00

☒ 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 ___1__ 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. SFJ600-08-D-0397 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): Scott Gallaway

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL / FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41C. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION 1 - THE SCHEDULE

SCHEDULE OF SUPPLIES/SERVICES (Block 20)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 GENERAL

The purpose of this procurement is to expediently obtain critical power equipment, in order to support American Embassy Suva. This solicitation, at the quoter's option, allows two delivery dates. The first date is an essential requirement of this procurement, available equipment shall be delivered to the transportation point no later than thirty [30] days after the date of the order. The quoter may (at its option) additionally offer the Government equipment which is not available in six days but will be available no later than thirty [30] calendar days after the date of order. The quoter shall include, in the offer/quotation, the cost of transportation to U.S. Embassy Warehouse located within the Suva area.

1.1. DESCRIPTION

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

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

1.1.3 Prime and overload ratings shall meet requirements herein.

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

1.2. REQUIREMENTS

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

1.2.2 Conform to National Electric Code [N.E.C.] and applicable inspection authorities.

1.2.3 Transfer switches shall be labeled under UL 1008.

1.3 SUMMARY OF EQUIPMENT

1.3.1 Prime Power Rated Engine Generators (See Table I)

1.3.2 Reserved

1.3.3 ATS with NEMA enclosure (See Table I)

1.3.4 Sound attenuated enclosure to 75 db

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

2.0 ENGINE-GENERATOR SET

2.1 ENGINE

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

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

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

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

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

2.1.7 Sensors shall be located on the engine for: low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown, and overcrank 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 over the electrical connection on each sensor to prevent corrosion and all wiring to be run in flexible conduit for mechanical protection and environmental protection.

2.1.8 Jacket water heater

2.1.9 (Not Used)

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

Continuous Load - A load in which maximum current is anticipated for three hours or more in accordance with the continuous duty cycle, as defined by NFPA-70. Continuous Duty Rating - A duty rating, equivalent to a load equal to one hundred percent of the genset nameplate rating for 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 220/127v, 3 phase, 60 HZ, 4 wire, with a brushless, static exciter. Generators shall be prime rated as shown in Table I. The stator shall be directly connected to the engine flywheel to ensure permanent alignment. The generator shall meet temperature rise standards for class "F" varnish and conform to MIL-I-24092, Type "M" class 155. All leads shall be extended into the AC connected panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker. One step load acceptance shall be 100% of nameplate kW rating and meet the requirements of NFPA 110, paragraph 5-13.2.6.

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

2.2.3 The solid state voltage regulator shall control output voltage by varying the exciter magnetic field to provide plus or minus 1% regulation during stable load conditions. The regulator shall

have a voltage droop characteristic of 4 volts per cycle to maximize motor starting capability in the event an extremely heavy load drops the output frequency. The frequency at which this droop operation begins shall be adjustable allowing the generator set to be properly matched to the load characteristics ensuring optimum system performance.

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

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

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

2.3 GENERATOR CONTROLS

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

2.3.2 The engine-generator set shall contain a complete engine start-stop control, which starts the engine on closing contacts and stops the engine on opening contacts. An automatic preheat circuit that can also be operated in a manual mode shall be provided. A cyclic cranking limiter shall be provided to open the starting circuit, after eight attempts, if the engine has not started. Engine control modules shall be solid state plug-in type for high reliability and easy service. The engine controls shall also include a 3-position selector switch with the following positions: OFF/MANUAL/AUTO. A red 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. Monitoring system shall included lamp test switch for manual reset of tripped conditions. Engine RPM shall be monitored by an independent permanent magnetic sensor. The engine shall shutdown immediately and energize a LOSS-OF-RPM shutdown light in the event of a failure.

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

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

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

2.4 MISCELLANEOUS EQUIPMENT

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

2.4.1.1 A sound attenuating 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 75 db at 7 meters (maximum) when the unit is operated at full load, under rated ambient conditions. The enclosure shall have large, hinged 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.

2.4.1.2 (Not Used)

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

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

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

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

3.0 AUTOMATIC TRANSFER SWITCH (ATS)

3.1 GENERAL

3.1.1 The automatic transfer switch shall be furnished so as to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by

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

3.2 ATS RATINGS & PERFORMANCE

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

3.3 ATS CONSTRUCTION

3.3.1 The transfer switch shall be double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions. Independent break before make action shall be used as protection to prevent dangerous source to source connections. The transfer switch shall be approved for manual operation. The electrical operating means shall be approved for manual operation. The electrical operating means shall be by electric solenoid. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed, and parts are to be kept to a minimum. This transfer switch shall not contain integral 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 contacts on both normal and emergency sides, operated by the transfer switch. Full rated neutral bar with lugs for normal, emergency and load conductors shall be provided inside the cabinet.

3.4 CONTROL EQUIPMENT

3.4.1 All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with transparent safety shield to protect all solid state circuit boards. This will allow for

ease of service access when main cabinet lockable door is open, but prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazard while making control adjustments. The solid state voltage sensors and time delay modules shall be plug-in circuit boards with silver or gold contacts for ease of service.

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

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

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

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

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

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

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

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

3.4.10 The transfer switch shall have a time delay neutral feature to provide a time delay (5 seconds) during the transfer in either direction during which time the load is isolated from both power sources. This allows residual voltage components of motors or other conductive loads (such as transformers) to decay before completing the switching cycle. A switch will be provided to bypass this feature when immediate transfer is required.

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

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

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

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

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

3.5 MISCELLANEOUS ATS EQUIPMENT

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

4.0 MISCELLANEOUS

4.1 FACTORY TESTING

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

4.1.1.1 Verifying all safety shutdowns and components are functioning properly.

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

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

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

4.2 OWNERS MANUALS

4.2.1 Four (4) sets of owner's manuals specific to the genset and products supplied shall be located inside each unit and accompany the equipment. General operating instruction, preventive

maintenance, wiring diagrams, schematics and parts exploded views specific to this model shall be included. Two additional sets of owner's manuals shall be delivered to DEPT OF STATE, PO BOX 12248, ARLINGTON, VA 22219. ATTN: T. WARREN (703) 875-6138.

4.3 SUBMITTALS

4.3.1 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.

4.4 SPARES

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

4.5 FIELD SERVICE (Not required under this Contract)

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.

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

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

Prime KW Rating	Auto Xfer Switch	2000hrs Spares
30.0	10	10 Kits
75.0	1	1 Kit
150.0	2	2 Kit
200.0	1	1 Kit
250.0	1	1 Kit

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

GENSET AND CONTROL PANEL

Generator Set: Diesel fuel engine generators wired for 220/127v, 3 phase, 60HZ with brushless type exciter and one percent voltage regulation.

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

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

Automatic Transfer Switch: (See Table I)

Transfer switch (Ampacity based on Genset Full Load Output)
3 pole, transfer switch rated at 220/127 volts
Time delay neutral
Safety disconnect switch
System voltage 220/127 three phase
Utility voltage sensing controls:
- Drop-out and pick-up (70 to 95% adjustable)
- Utility interrupt delay (1 to 10 seconds adjustable)

2 wire start system
CPU control with 7 day exerciser
NEMA 1 enclosure

Full 1-year warranty
UL 1008 listed
(6) Sets of Owner's Manuals

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, Suva, Fiji.

6.0 Table II - ITEM PRICING (QUOTER COMPLETES)

		FJ DOLLARS ($)				
Line No.	Prime KW Rating	Generator $	Auto Xfer Switch $	2000hrs Spares $	Total $	Delivery Time
1						
2						
3						

*Please quote 2 x 13.5KVA and 1 x 30KVA

Totals (FJ Dols)

TOTAL CONTRACT PRICE: $_____

SECTION 2 - CONTRACT CLAUSES

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4 None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

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

__ (2)-(17) Reserved

__ (18) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

__ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

__ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

__ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

__ (24) – (30) Reserved

__ (31) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (33) – (36) Reserved

__ (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_X_ (38) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (39) – (40) Reserved

__ (41) (i) 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).

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

(c) Reserved

(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.

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

(End of Clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

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

The following FAR clause is provided in full text:

None

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

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

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

(End of clause)

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 the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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

_____

_____

_____

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

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

terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is [insert job title of COR].

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN2008), 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 this/these address(es):

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

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

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

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

The following DOSAR provision is provided in full text:

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Officer, at 3314466. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

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

SECTION 4 - EVALUATION FACTORS

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

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

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

The lowest price will be determined by multiplying the offered prices times the estimated quantities in Prices - Continuation of SF-1449, block 23 or applicable page of this Solicitation, and arriving at a grand total, including all line items. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

The following FAR provision is provided in full text:

RESERVED

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)

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

(a) Definitions. As used in this provision—

"Emerging small business" Reserved

"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 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.

"Service-disabled veteran-owned small business concern"— Reserved

"Small business concern" – Reserved

"Veteran-owned small business concern" – Reserved

"Women-owned business concern" - Reserved

"Women-owned small business concern" – Reserved

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) 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) – (g) Reserved

(h) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

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

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

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

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

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

(ii) Examples.

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

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

tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

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

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

(2) ☐ Outside the United States

(k) Reserved

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

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

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

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ 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 it does not conduct any restricted business operations in Sudan.

(End of Clause)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

SECTION 6 - PROPOSAL PREPARATION INSTRUCTIONS

6.1 General

6.2 Specific Requirements:

6.2.1 This solicitation incorporates the FAR provision 52.212-1, "Instructions to Offerors - Commercial Items.

The following Federal Acquisition Regulation clauses are incorporated in full text:

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (809) 685-9019.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
   (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
   (2) The method and time for resubmission shall be prescribed by the Contracting Office after consultation with the offeror; and
   (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

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

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

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States,		

regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country *where there are no* local workers' compensation laws		**Local nationals: _____** **Third Country Nationals: _____**
(4) Local nationals or third country nationals where contract performance takes place in a country where there *are* local workers' compensation laws		**Local nationals: _____** **Third Country Nationals: _____**

(b) The contracting officer has determined that for performance in the country of Suva –

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

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

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

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

(End of provision)