



99-SQ-30-0001
REQUEST FOR QUOTATION
COMMERCIAL ITEM ACQUISITION

Hydro Turbine Facing Plates and Bushings Boulder Canyon Project Hoover Dam Arizona-Nevada

Lower Colorado Regional Office
Boulder City, Nevada

1999

United States Department of the Interior
Bureau of Reclamation



www.lc.usbr.gov/~g3100

HYDRO TURBINE FACING PLATES AND BUSHINGS
BOULDER CANYON PROJECT
HOOVER DAM
ARIZONA-NEVADA

FOREWORD

Work to be performed under this solicitation consists of furnishing and delivering the following turbine replacement parts for the Arizona Powerplant at Hoover Dam:

1. Four (4) complete sets, 24 pieces total, of stainless steel facing plates.
2. Forty eight (48), top plate, bronze bushings.
3. Forty eight (48), bottom plate, bronze bushings.
4. Forty eight (48), wicket gate, bronze bushings.
5. Seven hundred forty (740), stainless steel, special break-off screws.

The items are not required to be installed under these specifications. Installation will be performed by Government personnel.

The work is located at Hoover Dam, which is approximately 7 miles northeast of Boulder City, Nevada, and 32 miles from Las Vegas, Nevada, in Clark County, Nevada.

ACQUISITION OF THE ABOVE ITEMS WILL BE PURSUANT TO FEDERAL ACQUISITION REGULATIONS SUBPART 13.5, TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS.

TABLE OF CONTENTS

Foreword

Table of Contents i-iii

Solicitation/Contract/Order for Commercial Items (SF-1449) 1

CONTINUATION OF BLOCKS FROM SF-1449

- 1. Block 15: Delivery To 3
- 2. Block 16: Government Administration Personnel 3
- 3. Block 17a: Contractor's Administration Personnel 3
- 4. Block 18b: Submission of Invoices. 4
- 5. Blocks 19 Through 24: Schedule of Supplies/Services. 4

PART II - CONTRACT CLAUSES

- 1. 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999) 5
 - (a) Inspection/Acceptance 5
 - (b) Assignment 5
 - (c) Changes 5
 - (d) Disputes 5
 - (e) Definitions 5
 - (f) Excusable delays 5
 - (g) Invoice 5
 - (h) Patent indemnity 6
 - (i) Payment 6
 - (j) Risk of loss 6
 - (k) Taxes 6
 - (l) Termination for the Government's convenience 7
 - (m) Termination for cause 7
 - (n) Title 7
 - (o) Warranty 7
 - (p) Limitation of liability 7
 - (q) Other compliances 7
 - (r) Compliance with laws unique to Government contracts 7
 - (s) Order of precedence 7
- 2. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (May 1999) 8
 - (A) 52.211-8 Time of Delivery (Jun 1997) 8
 - (B) 52.245-4 Government-Furnished Property (Short Form) (Apr 1984) 9
 - (C) 52.247-34 F.O.B. Destination (Nov 1991) 10
 - (D) WBR 1452.247-900 Preparation for Shipment and Handling--Bureau of Reclamation--Lower Colorado Region (Nov 1996) 11
 - (E) WBR 1452.223-80 Asbestos-Free Warranty--Bureau of Reclamation (Oct 1992) 11

(F) 1452.204-70 Release of Claims--Department of the Interior (Jul 1996) 11
 (G) WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998) 11

3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 1999) 12

PART III - STATEMENT OF WORK

SECTION 1.1 -- GENERAL 15
 1.1.1. The Requirement 15
 1.1.2. Shipping 15
 SECTION 2.1 -- MATERIALS 15
 SECTION 3.1 -- DIMENSIONS AND TOLERANCES 16
 3.1.1. Facing plates 16
 3.1.2. Bushings 16
 3.1.3. Screws 16
 SECTION 4.1 -- PAYMENT 16
 4.1.1. Payment 16
 SECTION 5.1 -- DRAWINGS 17
 5.1.1. List of Drawings 17

PART V - SOLICITATION PROVISIONS

1. 52.212-1 Instructions to Offerors--Commercial Items (Aug 1998) 18
 (a) Standard industrial classification (SIC) code and small business size standard . 18
 (b) Submission of offers 18
 (c) Period for acceptance of offers 19
 (d) Product samples 19
 (e) Multiple offers 19
 (f) Late offers 19
 (g) Contract award (not applicable to Invitation for Bids 19
 (h) Multiple awards 19
 (i) Availability of requirements documents cited in the solicitation 19
 (j) Data Universal Numbering System (DUNS) Number 20

2. Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Aug 1998) 20
 (A) Period for Acceptance of Offers 20
 (B) Contract Award 20
 (C) 52.233-2 Service of Protest (Aug 1996) Department of Interior (Jul 1996) (Deviation) 20
 (D) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation (Sep 1997) 21
 (E) WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation (Jul 1997) 21

3. 52.212-2 Evaluation--Commercial Items (Oct 1997) 24

4. 52.212-3 Offeror Representations and Certifications--Commercial Items (May 1999)
 Alternate II (Oct 1998) 25

(a) Definitions 25

(b) Taxpayer Identification Number 26

(c) Small business concern 27

(d) Small disadvantaged business concern 27

(e) Women-owned small business concern 27

(f) Women-owned business concern 27

(g) Tie bid priority for labor surplus area concerns 27

(h) Small Business Size for the Small Business Competitiveness Demonstration
 Program and for the Targeted Industry Categories under the Small Business
 Competitiveness Demonstration Program 27

(i) Price Evaluation Adjustment for Small Disadvantaged Business Concerns . . 28

(j) Previous Contracts and Compliance 29

(k) Affirmative Action Compliance 29

(l) Certification Regarding Payments to Influence Federal Transactions 29

(m) Buy American Act--Trade Agreements--Balance of Payments Program
 Certificate 30

(n) Buy American Act--North American Free Trade Agreement Implementation
 Act--Balance of Payments Program 30

(o) Certification Regarding Debarment, Suspension or Ineligibility for Award 32

Attachment No. 1 - Drawings

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

99316000047

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 99-SQ-30-0001	8. SOLICITATION ISSUE DATE 5/17/99
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Beverly K. Nelson (e-mail: bnelson@lc.usbr.gov)		b. TELEPHONE NUMBER (No collect calls) (702) 293-8524	8. OFFER DUE DATE/ LOCAL TIME 6/16/99 @ 4:00 PM

9. ISSUED BY	CODE LC-3113	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 3366 & 3443 SIZE STANDARD: 500 employees	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE LC-3113
Bureau of Reclamation, Lower Colorado Dams Facilities Office Hoover Dam Warehouse Hoover Dam, Nevada 89005		Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470	

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE D-7734
TELEPHONE NO.			U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508	

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 PARAGRAPH 5. CONTINUATION OF BLOCKS 19 THROUGH 24 (Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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: REFERENCE _____ 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)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
30c. DATE SIGNED	31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

33. SHIP NUMBER PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	

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

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136
Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF-1449

1. Block 15: Delivery To

(a) All supplies or equipment required under this contract shall be shipped f.o.b., destination to the following address:

U.S. Department of the Interior
Bureau of Reclamation
Lower Colorado Dams Facilities Office
Hoover Dam Warehouse
Hoover Dam, Nevada 89005

(b) Deliveries will be accepted between 6:30 a.m. to 3:00 p.m., local time, Monday through Thursday. Point of contact for delivery information is Mr. Jack Delp, Construction Engineering, telephone 702-293-8281.

2. Block 16: Government Administration Personnel

The contracting office representative responsible for overall administration of this contract is:

Beverly K. Nelson (Mail Code: LC-3113), Contract Specialist
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone No.: (702) 293-8524
Fax No.: (702) 293-8499
E-mail address: bnelson@lc.usbr.gov

3. Block 17a: Contractor's Administration Personnel

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: () - _____

Fax No.: () - _____

E-mail address: _____

4. Block 18b: Submission of Invoices.

(a) The COR has been designated authority to approve invoices for payments under the contract. To ensure timely processing of payments under the contract, the designated billing office for such payments is: Mr. Jack Delp (LCD-2000), Bureau of Reclamation, Lower Colorado Dams Facilities Office, P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is Ms. Beverly Nelson (LC-3113), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006.

5. Blocks 19 Through 24: Schedule of Supplies/Services.

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Furnish four (4) complete sets, 24 pieces total, of stainless steel facing plates	For the lump sum of		\$	\$
2	Furnish top plate, bronze bushings	48	each	\$	\$
3	Furnish bottom plate, bronze bushings	48	each	\$	\$
4	Furnish wicket gate, bronze bushings	48	each	\$	\$
5	Furnish stainless steel screws	740	each	\$	\$
Total for Schedule					\$

PART II
CONTRACT CLAUSES

1. 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at

52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (May 1999)

The following contract terms and conditions incorporated by reference are also applicable to this acquisition.

(A) 52.211-8 Time of Delivery (Jun 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item No.	Quantity	Date Required
1	2 complete sets (12 pieces)	November 1, 1999
2	24 each	
3	24 each	
4	24 each	
5	740 each	December 1, 1999
1	2 complete sets (12 pieces)	February 1, 2000
2	24 each	
3	24 each	
4	24 each	

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered unacceptable and not considered for award. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Date Proposed
1	2 complete sets (12 pieces)	
2	24 each	
3	24 each	
4	24 each	
5	740 each	
1	2 complete sets (12 pieces)	
2	24 each	
3	24 each	
4	24 each	

(b) Offers will be evaluated as outlined in the provision entitled "Evaluation -- Commercial Items.

(B) 52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(C) 52.247-34 F.O.B. Destination (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

- (D) WBR 1452.247-900 Preparation for Shipment and Handling--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The Contractor shall prepare all materials and articles for shipment in such a manner as to protect them from damage and exposure to moisture, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

- (E) WBR 1452.223-80 Asbestos-Free Warranty--Bureau of Reclamation (Oct 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

- (F) 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

- (G) WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);

(b) Supplies or services:

- (1) Mexico (\$53,150);
- (2) Canada (\$186,000);
- (3) Israel (\$186,000); and
- (4) All other designated countries (\$186,000).

3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 1999)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate III to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

- _____ (18) [Reserved]
- _____ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- _____ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- _____ (21) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-87).
- _____ (21) (ii) Alternate I of 52.225-21.
- _____ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _____ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

(Contracting Officer check as appropriate.)

- _____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART III
STATEMENT OF WORK

SECTION 1.1 -- GENERAL

1.1.1. The Requirement

It is required that the contractor furnish the following Unit A3/A4 turbine parts, in accordance with the contract provisions and clauses, these specifications, and the drawings:

- a. Four (4) complete sets, 24 pieces total, of stainless steel facing plates, Allis-Chalmers Drawing No. 02-400-591.
- b. Forty-eight (48), top plate, bronze bushings, Allis-Chalmers Drawing No. 02-200-809.
- c. Forty-eight (48), bottom plate, bronze bushings, Allis-Chalmers Drawing No. 02-200-774
- d. Forty-eight (48), wicket gate, bronze bushings, Reclamation Drawing No. 45-301-7182
- e. Seven hundred forty (740), stainless steel, special removable-head shoulder screws, Reclamation Drawing No. 45-301-7185

1.1.2. Shipping

- a. The Bureau of Reclamation shall furnish the Contractor, F.O.B. to the Contractor's plant site, one complete set of facing plates for use as templates and one used fillet head screw for determining final thread dimensions of the special break-off screws.
- b. The contractor shall return the completed facing plates, top bushings, bottom bushings, wicket gate bushings, screws, and templates to the Bureau of Reclamation, F.O.B. Hoover Dam Warehouse, Boulder City, NV 89006.

SECTION 2.1 -- MATERIALS

- a. Facing plates -- ASTM A240-97a, Type 304L, 1.5-inch plate, stainless steel.
- b. Top, bottom, and wicket gate bushings -- UNS C93700 (ASTM E527-83) bronze.
- c. Screws -- ASTM A193-97a, Type 304 stainless steel.

SECTION 3.1 -- DIMENSIONS AND TOLERANCES

3.1.1. Facing plates

The contractor shall furnish and machine each set of facing plates in accordance with the drawings and these specifications:

- a. Inside diameter = 160.25 inches, final finishing in the field by the Government to match runner.
- b. Outside diameter = 202.25 inches finished.
- c. Thickness = 1.250 inches +.000"/-.002", parallel=.006 inch, flatness=.006 inch, finish=63 μ inch, ANSI B46.1-95.
- d. Edges square (no bevels or chamfers, etc.).
- e. Ends - bevel 45°, top and sides for welding in field.
- f. Twenty-four (24) - 10-inch wicket gate holes, final finishing in field by the Government.
- g. One hundred eighty (180) - 1-1/16-inch bolt holes with counterbores.
- h. Omit 12 eyebolt holes with counterbores.

3.1.2. Bushings

The contractor shall furnish and machine the bushings in accordance with the attached drawings.

3.1.3. Screws

The contractor shall furnish and fabricate the special removable-head shoulder screws in accordance with the drawings and these specifications:

- a. Approximate size -- 3/4 inch by 3-3/8 inches long, special break-off. Final thread dimensions will be determined from a used screw which will be provided to the contractor after disassembly of a unit, on or about October 15, 1999.
- b. ASTM F593-95 and F837-91, Group 1, Rockwell hardness B74 (ASTM E18-97a).

SECTION 4.1 -- PAYMENT

4.1.1. Payment

Payment for the facing plates, bushings, and screws shall be made at the respective unit prices bid therefor in the schedule, which price shall include the cost of materials, equipment,

labor, incidentals, machining to tolerances, and packaging and shipping of the final product to Hoover Dam.

SECTION 5.1 -- DRAWINGS

5.1.1. List of Drawings

The following drawings are made a part of these specifications:

1. 02-400-591 (Allis-Chalmers) - Spare Facing Plate for Top & Bottom Cover Plates
2. 02-200-774 (Allis-Chalmers) - Flanged Bushing for Bottom Cover Plate
3. 02-200-809 (Allis-Chalmers) - Flanged Bushing for Top Cover Plate
4. 45-301-7182 (Reclamation) - Wicket Gate Bushing
5. 45-301-7185 (Reclamation) - Special Break-off Screw

PART V
SOLICITATION PROVISIONS

1. 52.212-1 Instructions to Offerors--Commercial Items (Aug 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. **(Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at customer.service@mail.dnb.com.

2. Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Aug 1998)

(A) Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(B) Contract Award. Paragraph (h) to 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedule of prices in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

(C) 52.233-2 Service of Protest (Aug 1996) Department of Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(D) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation
(Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(E) WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation
(Jul 1997)

(a) General contents. Each proposal shall: be specific and complete in every detail; conform to all solicitation provisions, clauses, or other requirements; be logically assembled, practical, legible, clear, concise, coherent; and contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of 2 physically separated volumes. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Technical Proposal	3
II	Pricing/Cost Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for submission of proposals, in order to prevent mishandling.

VOLUME ONE shall contain:

(1) Manufacturer's Experience information.

Provide a list of firms, their addresses, telephone numbers, contact names, and the product similar to the type and size of the items required under this solicitation that you have manufactured for those firms within the last 5 years.

(2) Manufacturing Facilities Information.

Proposed manufacturing facilities (location, any specialty machinery you have available, a description of the facilities, a discussion of your quality assurance procedures, any awards or commendations presented your firm due to its facilities, etc. - include the same information for any proposed subcontractors);

(3) Delivery.

A completed paragraph II.2.(A) 52.211-8 Time of Delivery. If the offeror intends to propose an earlier delivery schedule, complete the table entitled "Offeror's Proposed Delivery Schedule" and submit with your offer. If the offeror intends to provide the items based on the Government's required delivery schedule, the table entitled "Offeror's Proposed Delivery Schedule" does not need to be completed. However, whether or not you propose to offer a delivery schedule earlier than required, the completed paragraph II.2.(A), must be submitted. Failure to do so, may result in rejection of you bid or a lower evaluation score.

(4) Past Performance Information -

(a) Reference - Provide a list of relevant past performance references of projects similar in size and scope to this requirement. Your listing must include: customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project.

(b) Terminations - Provide a list of any Federal/State Government contracts/subcontracts or commercial contracts/subcontracts awarded to your firm (or that identified key personnel have participated in) in the past 5 years which were terminated for default, convenience or any other reason. Include the information requested in (a) above and a narrative explanation as to the circumstances that occasioned the termination and a discussion of its resolution.

(c) Claims - Provide a list of any claims under any Federal or State Government contracts filed by your firm in the past 5 years. Include all the information requested in (a) above for each claim and a brief explanation as to the circumstances that necessitated the filing of the claim as well as its ultimate resolution.

(d) Late performance/unacceptable items - Provide a listing of any contracts/subcontracts which were not completed in the required performance time schedule under any Government or commercial contract your firm has been awarded in the last 5 years. Describe the reason(s) for the late performance, including any mitigating factors (e.g. were there circumstances which were beyond your control, such as delay by the Government or commercial customer?), and discuss the resolution/outcome of the late performance. Have any of your firm's previous contracts/subcontracts had options which were not exercised due to late performance?

Also prepare a list of any contract/subcontract items/supplies/installations which were rejected or deemed unacceptable by a Government Contracting Officer or other customer in the same 5-year period.

(e) Pre-award factory inspections - Have the facilities your firm is proposing to utilize ever been determined to be unacceptable during a pre-award factory inspection by a Government agency? If so, discuss what occasioned this determination and what you firm has done to remedy/improve the unacceptable facility.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

VOLUME TWO shall contain:

- (1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";
- (2) A fully completed set of the "SF-1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items.
- (3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items".

3. 52.212-2 Evaluation--Commercial Items (Oct 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Manufacturer's Experience
- (2) Manufacturing Facilities
- (3) Delivery
- (4) Past Performance.
- (5) Price.

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. All evaluation factors are equal in importance. Non-price evaluation factors (1) through (4) above, when combined, comprise 80% of the total evaluation weight. Evaluation factor (5) above, Price, comprises 20% of the total evaluation weight.

(b) Relative Weight of Evaluation Factors.

(1) Manufacturer's Experience. This evaluation factor will comprise 20% of the total evaluation weight.

The offeror's previous experience is of considerable importance and all aspects of this item will be evaluated. Evidence shall be furnished of the offeror's experience in the manufacture of heavy steel plate and bronze bushings. If the offeror will purchase any component from another manufacturer, he shall furnish the above evaluation criteria for such manufacturer. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offeror regarding evaluation of this factor.

(2) Manufacturing Facilities. This evaluation factor will comprise 20% of the total evaluation weight.

Assurances that the facility to be utilized to manufacture the required items is of the highest standards is of considerable importance and all aspects of this item will be evaluated. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offeror regarding evaluation this factor.

(3) Delivery. This evaluation factor will comprise 20% of the total evaluation weight.

As half of items 1 through 4 (to be delivered no later than November 1, 1999) are the most critical items for delivery the total evaluation weight for this factor 15%. The second most critical, item 5 (to be delivered no later than December 1, 1999), is worth 5% of the total evaluation weight. No evaluation will be performed on the remainder of items 1 through 4 (to be delivered no later than February 1, 2000) if an earlier date is proposed.

Delivery of these items within the time frame required in paragraph II.2.(A), 52.211-8, Time of Delivery, of this solicitation or earlier is of considerable importance. Offerors will be evaluated against the earliest delivery time proposed for half of items 1 through 4 (to be delivered no later than November 1, 1999) and item 5 (to be delivered no later than December 1, 1999). If no offerors propose an earlier date than required, all offerors meeting the required date will receive the maximum points available. Offers placing conditions of delivery (e.g. award of contract by a specific date, etc.) will not be considered for award. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

(4) Past Performance. This evaluation factor will comprise 20% of the total evaluation weight.

Past performance of all offerors is required to be evaluated on all Government acquisitions and is of considerable importance. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offeror regarding evaluation of this factor.

(3) Price. This evaluation factor will comprise 20% of the total evaluation weight.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 Offeror Representations and Certifications--Commercial Items (May 1999)
Alternate II (Oct 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"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.

"Women-owned small business concern" means a small business concern--

(1) 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 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 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.

(b) 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 (b)(3) through (b)(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 _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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) Small disadvantaged business concern. ***[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]*** The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned 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 that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). ***[Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]*** The offeror represents that it is, is not, a women-owned business concern.

(5) 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:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. ***[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]***

(i) ***(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)*** The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) ***(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)*** Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer ...	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (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 is listed, on the date of this representation, on the register of small disadvantaged business concerns 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)(7)(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:

_____.]

(iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(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 either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; 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 \$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.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. **(Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)**

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. **(Applies only if FAR clause 52.225-21, Buy**

American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause

entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(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 invasion, or receiving stolen property; and) are,) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

99-SQ-30-0001

Attachment No. 1

Drawings

(Not Available Online)