



99-SQ-30-0005
REQUEST FOR QUOTATION
COMMERCIAL ITEM ACQUISITION

Conversion of Governor Control Systems and Appurtenant Parts for Hydraulic Turbines at Headgate Rock Dam Powerplant Headgate Rock Hydroelectric Power Project Arizona

Volume 1 - Solicitation/Specifications

Lower Colorado Regional Office
Boulder City, Nevada

1999

United States Department of the Interior
Bureau of Reclamation



www.lc.usbr.gov/~g3100

CONVERSION OF GOVERNOR CONTROL SYSTEMS
AND APPURTENANT PARTS FOR
HYDRAULIC TURBINES AT
HEADGATE ROCK DAM POWERPLANT
HEADGATE ROCK HYDROELECTRIC POWER PROJECT
ARIZONA

FOREWORD

The Headgate Rock Dam is located 1 mile north of the town of Parker, Arizona, approximately 1 mile west of the main road between the town of Parker and Parker Dam which is 14.4 miles upstream. Headgate Rock Powerplant, located at the foot of the dam, contains three low-head, hydroelectric generating units.

The work to be performed under this solicitation includes designing, manufacturing, furnishing, delivering, and installing three digital control systems and appurtenant parts for conversion of the existing mechanical-hydraulic turbine governors to digital-hydraulic governors and three replacement shaft vibration monitoring systems. A field examination of the respective powerplants and inspection of existing governor units and associated equipment is recommended to assess extent of work required of the Contractor under this contract.

PROSPECTIVE BIDDERS DESIRING TO VISIT THE SITES SHOULD CONTACT THE CHIEF OF PARKER DAM, PARKER POWERPLANT, PARKER, ARIZONA, TELEPHONE: (760) 663-3712.

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

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

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

99-31520007

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

8. SOLICITATION ISSUE DATE

99-SQ-30-0005

7/13/99

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

Randy J. Belew
(e-mail: rbelew@lc.usbr.gov)

b. TELEPHONE NUMBER (No collect calls)

(702) 293-8570

8. OFFER DUE DATE/ LOCAL TIME

7/30/99 @
4:00 PM

9. ISSUED BY

CODE LC-3113

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE % FOR

SMALL BUSINESS

SMALL DISADV. BUSINESS

8(a)

SIC: 3511

SIZE STANDARD: 1,000 employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

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

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE

U. S. Department of the Interior
Bureau of Reclamation
Headgate Rock Dam Powerplant
Parker, Arizona 85344

16. ADMINISTERED BY

CODE LC-3117

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

U.S. Department of the Interior
Bureau of Reclamation
Reclamation Service Center
P.O. Box 25508
Denver CO 80225-0508

TELEPHONE NO.

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)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

PARTIAL FINAL

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

COMPLETE PARTIAL 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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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
 Headgate Rock Dam Powerplant
 Parker, Arizona 85344

(b) Deliveries will be accepted between 6:30 a.m. to 5:00 p.m., local time, Monday through Thursday. Point of contact for delivery information is the Chief of Parker Dam, telephone 760-663-3712.

2. Block 16: Government Administration Personnel

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

Randy J. Belew (Mail Code: LC-3117), Contract Specialist
 Bureau of Reclamation, Lower Colorado Regional Office
 P.O. Box 61470, Boulder City NV 89006-1470

| | | | | |
|-----------------------|--------------------|--|----------------|----------------|
| <i>Phone No.</i> | (702) 293-8570 | | <i>Fax No.</i> | (702) 293-8499 |
| <i>E-mail Address</i> | rbelew@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 Mr. Randy Belew (LC-3117), 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. | Schedule of Supplies/Services | 21. | 22. Unit | Unit Price | 24. |
|-----------------|---|-----|-------------|------------|-----|
| For Unit 2: | | | | | |
| 1 | Unit 2 digital governor control system and appurtenant parts | | System | N/A | |
| 2 | Installing and field testing Unit 2 digital parts | 1 | | N/A | \$ |
| | Furnishing, delivering, installing, and field testing Unit 2 shaft vibration | 1 | System | | \$ |
| For Unit 3: | | | | | |
| | Furnishing, shop testing, and delivering Unit 3 digital governor control system | 1 | System | | \$ |
| 5 | governor control system and appurtenant parts | | System | N/A | |
| 6 | Furnishing, delivering, installing, and monitoring system | 1 | | N/A | \$ |
| 7 | Furnishing, shop testing, and delivering and appurtenant parts | 1 | | N/A | \$ |
| | Installing and field testing Unit 1 digital governor control system and appurtenant | 1 | System | | \$ |

| 19. Item No. | 20. Schedule of Supplies/Services | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 9 | Furnishing, delivering, installing, and field testing Unit 1 shaft vibration monitoring system | 1 | System | N/A | \$ |
| Spare Parts | | | | | |
| 10 | Two complete proportional valves (Electro-Hydraulic Interface) for main distributing valve (of each type) | 1 | LS | N/A | \$ |
| 11 | One LVDT (Linear Variable Differential Transformers) to monitor gate main distributing valve spool position | 1 | Ls | N/A | \$ |
| 12 | One RVDT (Rotary Variable Differential Transformers) to monitor blade main distributing valve spool position | 1 | LS | N/A | \$ |
| 13 | One MLDT (Magnetostrictive Linear Differential Transducers) to provide gate and blade restoring | 1 | LS | N/A | \$ |
| 14 | One printed circuit card/module (of each type) | 1 | LS | N/A | \$ |
| 15 | Two auxiliary relays (of each type) | 1 | LS | N/A | \$ |
| 16 | Indicating light lamps (50% of total amount installed) | 1 | LS | N/A | \$ |
| 17 | Two signal conditioners (of each type) | 1 | LS | N/A | \$ |
| 18 | Two transducers (of each type) | 1 | LS | N/A | \$ |
| 19 | Two power supplies (of each type) | 1 | LS | N/A | \$ |
| 20 | Two velocity pickups, drive bearings and bushings, and drive amplifiers for speed sensing device (of each type) | 1 | LS | N/A | \$ |
| 21 | Four fuses (of each type) | 1 | LS | N/A | \$ |
| 22 | Two solenoid coils (of each type) | 1 | LS | N/A | \$ |

| 19. Item No. | 20. Schedule of Supplies/Services | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 23 | Two governor power supplies (of each type) | 1 | LS | N/A | \$ |
| 24 | Mobilization of Erecting Engineer for Unit 2 | 1 | LS | N/A | \$ |
| 25 | Services of Erecting Engineer for Unit 2, Regular Hours | 80 | Hours | \$ | \$ |
| 26 | Services of Erecting Engineer for Unit 2, Overtime Hours | 40 | Hours | \$ | \$ |
| 27 | Mobilization of Erecting Engineer for Unit 3 | 1 | LS | N/A | \$ |
| 28 | Services of Erecting Engineer for Unit 3, Regular Hours | 80 | Hours | \$ | \$ |
| 29 | Services of Erecting Engineer for Unit 3, Overtime Hours | 40 | Hours | \$ | \$ |
| 30 | Mobilization of Erecting Engineer for Unit 1 | 1 | LS | N/A | \$ |
| 31 | Services of Erecting Engineer for Unit 1, Regular Hours | 80 | Hours | \$ | \$ |
| 32 | Services of Erecting Engineer for Unit 1, Overtime Hours | 40 | Hours | \$ | \$ |
| | 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 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)

(A) 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 via the Internet at: <http://www.arnet.gov/far>.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.227-14 Rights in Data--General (Jun 1987)
- 52.236-5 Material and Workmanship (Apr 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
- 52.236-21 Specifications and Drawings for Construction (Feb 1997)
- 52.247-34 F.O.B. Destination (Nov 1991)

(B) Delivery and Completion of Work

(a) Performance Period for Unit 2 governor system work. Time is of the essence for this procurement.

| TARGET DELIVERY, INSTALLATION AND TESTING SCHEDULE | | |
|--|---|------------------------|
| Schedule Item Nos. | Description | Target Completion Date |
| For Unit 2: Schedule Items 1 through 3 | Furnishing, shop testing, delivering, installing and field testing the initial digital governor control system, appurtenant parts and shaft vibration monitoring system | December 1, 1999 |
| Spare Parts: Schedule Items 10 through 23 | Furnish and deliver all required spare parts | December 1, 1999 |

An important evaluation factor is the offeror's Proposed Completion Date for the Unit 2 governor system work and for delivering all spare parts as described above and included in Schedule Items 1 through 3 and 10 through 23. The above Target Completion Date for all Unit 2 governor system work and the delivery of all spare parts will serve as the baseline for our evaluation of this factor. Offers that propose to meet the above Target Completion Date (or earlier) for the Unit 2 governor system work and the delivery of all required spare parts will be

given a perfect score for this evaluation factor. Offers that include a Proposed Completion Date for the Unit 2 governor system work and the delivery of all spare parts beyond the above Target Completion Date will be scored proportionately less for this factor, down to a zero score for offers including a Proposed Completion Date of January 31, 2000. Offers including a Proposed Completion Date beyond January 31, 2000 for the Unit 2 governor system work and the delivery of all spare parts will be considered unacceptable and will not be considered for award. Offerors not completing the following "Proposed Delivery, Installation and Testing Schedule" will be considered nonresponsive and will not be considered for award:

| PROPOSED DELIVERY, INSTALLATION AND TESTING SCHEDULE | | |
|--|---|--------------------------|
| Schedule Item Nos. | Description | Proposed Completion Date |
| For Unit 2 Items 1 through 3 | Furnishing, shop testing, delivering, installing and field testing the initial digital governor control system, appurtenant parts and shaft vibration monitoring system | |
| Spare Parts: Schedule Items 10 through 23 | Furnish and deliver all required spare parts. | |

(b) Performance Period for Unit 3 and Unit 1 governor system work. The Government requires work for Unit 3 and Unit 1 governor systems to be completed in accordance with the following schedule:

| REQUIRED DELIVERY, INSTALLATION AND TESTING SCHEDULE | | |
|--|--|--------------------------|
| Schedule Item Nos. | Description | Required Completion Date |
| For Unit 3: Schedule Items 4 through 6 | Furnishing, shop testing, delivering, installing and field testing the second digital governor control system, appurtenant parts and shaft vibration monitoring system | March 1, 2000 |
| For Unit 1: Schedule Items 7 through 9 | Furnishing, shop testing, delivering, installing and field testing the third digital governor control system, appurtenant parts and shaft vibration monitoring system | May 1, 2000 |

The Government will evaluate equally, as regards time of completion, offers that propose completion of the Unit 3 and Unit 1 governor system work by the applicable required completion dates specified above. Offers that propose a completion date later than the applicable required completion date specified above, will be considered unacceptable and not considered for award. The Government reserves the right to award under either the required delivery, installation and testing schedule or under the offeror's proposed delivery, installation and testing schedule, when an offeror offers an earlier proposed completion date than required above. If the offeror proposes no other completion date, the required completion dates above will apply.

| OFFEROR'S PROPOSED DELIVERY, INSTALLATION AND TESTING SCHEDULE | | |
|--|--|--------------------------|
| Schedule Item Nos. | Description | Proposed Completion Date |
| For Unit 3: Schedule Items 4 through 6 | Furnishing, shop testing, delivering, installing and field testing the second digital governor control system, appurtenant parts and shaft vibration monitoring system | |
| For Unit 1: Schedule Items 7 through 9 | Furnishing, shop testing, delivering, installing and field testing the third digital governor control system, appurtenant parts and shaft vibration monitoring system | |

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

(C) 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.

(D) 1452.210-70 Brand Name or Equal--Department of the Interior (Jul 1996) Alternate I (Jul 1996)

(a) The definition for "brand name" includes identification of products by make and model.

(b) The Government has affixed the term "brand name or equal" to one or more requirements in this solicitation. Such description is intended to provide an example of the quality and characteristics the Government deems satisfactory to fulfill this requirement. Unless the bidder/offeror clearly indicates in its bid or proposal that it is offering an "equal" product, the bid/offer will be assumed to offer the brand name product referenced in this solicitation.

(c) (1) Bidders/offerors may offer "equal" products (including products of the brand name manufacturer other than the one described by brand name) if such products are clearly identified in the bids or proposals. The evaluation of bids or proposals and the determination as to equality of the product offered will be based on information furnished or identified by the bidder/offeror in its bid or proposal. The Contracting Officer is not responsible for locating or securing information which is not identified in the bid or proposal. Each bidder and offeror shall furnish as a part of its bid or proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to:

(i) establish exactly what the bidder/offeror proposes to furnish.

(ii) determine whether the product offered meets the salient characteristics required by the solicitation.

(2) If the bidder/offeror proposes to modify a product to make it conform to the requirements of the solicitation, the bid or proposal should contain a clear description of the proposed modification and clearly mark the descriptive material to show the proposed modification.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the solicitation will not be considered.

(d) The information for an "equal" product required by paragraph (c) to be submitted in the bid may be furnished after contract award for: (i) the control and transfer switches described in specification section C.6.6.k.; (ii) the terminal blocks described in specification section C.6.6.r.; and (iii) all applicable coatings or coating systems described in specification section C.9.2.

(E) 52.211-11 Liquidated Damages--Supplies, Services, or Research and Development (Apr 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$2,160.00 for each unit for which there is such a delay.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under 52.212-4(m), termination for cause, in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined under 52.212-4(f), excusable delays, in this contract.

(F) 52.211-18 Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final

settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(G) 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
 Alternate I (Jul 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number of Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| MATERIAL (If none, insert "None") | IDENTIFICATION NO. |
|-----------------------------------|--------------------|
| | |
| | |
| | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(H) 52.228-16 Performance and Payment Bonds—Other than Construction (Sep 1996)

(a) Definitions. As used in this clause--

Contract price means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price and a

payment bond (Standard Form 1416) in an amount equal to 30 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 calendar days after award, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(l) 1452.228-70 Liability Insurance—Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the

Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(J) 52.236-13 Accident Prevention (Nov 1991)

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

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(K) Services of Erecting Engineers

(a) Requirement. The Contractor shall furnish one or more competent erecting engineers to be present during the commission testing of each unit.

(b) Responsibility.

(1) Erecting engineers shall:

- (i) Be fluent in speaking the English language;
 - (ii) Supervise and be responsible for starting, operating, and troubleshooting the equipment as necessary throughout the commission testing of each unit;
 - (iii) Fully cooperate with erecting engineers performing under other contracts;
- and
- (iv) Coordinate work and operations with the program office and the Contracting Officer or authorized representative in charge of the erection.

(c) Payment.

(1) Regular Hours. Payments made to the contractor for erecting engineer services shall:

- (i) Be made at the rate offered in the bidding schedule per hour (including Saturdays, Sundays, and national legal holidays);
- (ii) Be permitted if normal erection supervision is performed concurrently with the making of corrections for contractor errors.
- (iii) Be made at the daily rate for a 40-hour workweek covering a 7-day period beginning with the erecting engineer's first working date at the site;
- (iv) Cover services at the site of erection up to and including 40 hours per week, regardless of the hours worked per day or the days during which such services are performed;
- (v) Include all costs for travel and per diem while the Contractor is at the site;
- (vi) Not include travel time to and from the job site; and
- (vii) Not be made for any period of 1 or more full calendar days which the erecting engineer spent correcting contractor errors (such corrections are the responsibility of the contractor and for payment purposes shall be deducted from the total time the erecting engineer is at the construction site).

(2) Overtime Hours. Payments made to the contractor for the overtime services of an erecting engineer shall:

- (i) Be permitted only if in excess of 40 hours during a workweek as defined in subparagraph (c)(1)(iii) above;

(ii) Only be allowable if ordered by the Contracting Officer or authorized representative;

(iii) Only be paid at the overtime rate per hour offered in the bidding schedule for each erecting engineer; and

(iv) Be the same for all days, including Saturdays, Sundays, and national legal holidays.

(3) Traveling expenses shall be included in the price offered in the bidding schedule for "Mobilization of Erecting Engineer".

(L) WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Parker Dam, California.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

(M) WBR 1452.247-900 Preparation For Shipment And Handling--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

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

(b) Heavy or bulky parts or equipment shall be provided with eye bolts, lugs, or other lifting devices to facilitate handling with a crane, and, if necessary, shall be mounted on skids or crated. Where parts are boxed or crated and it is unsafe to attach slings to the box or crate, slings shall be attached to the parts and the slings shall project through the box or crate so that attachment can be readily made. Instructions for handling and lifting all parts, boxes, and crates shall be clearly painted on or attached to the part or crate. Any articles or materials that otherwise might be lost shall be boxed or bundled and plainly marked for identification. All finished ferrous surfaces shall be coated with a rust preventative compound, and all finished nonferrous metalwork and devices subject to damage shall be suitably wrapped or otherwise protected from damage during shipment.

(c) Spare parts shall be packed in moisture-tight containers or covered with moisture tight wrapping and shall be prepared for extended storage at the site.

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 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 customerservice@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) Submission of Multiple Proposals. If multiple proposals are submitted, as permitted by FAR 52.212-1(e), the offeror shall label the technical and price proposals with the caption "Proposal No." and the number of the proposal. Multiple proposals shall be submitted in the same quantity and form as prescribed in the "Proposal Instructions" provision of the solicitation.

(D) Cost of Foreign Inspection Service. To cover the cost to the Government of foreign inspection service, at the time offers are evaluated the Government will add \$15,000 to the total price in the schedule for all offers indicating that the articles,

materials, and supplies are not domestic source end products or are domestic source end products containing components of foreign origin.

(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 | 4 |
| II | Pricing/Cost Proposal | 3 |

(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) A narrative technical proposal which describes how your firm plans to perform the work required by the Statement of Work, including a description of your proposed digital-hydraulic governor control system design. Offerors are requested to use the items enumerated under 1.04. "Drawings, Data, and Representative To be Furnished by the Contractor" as a general format to follow, without providing actual contract-type submittals, detailed electrical or mechanical drawings, or voluminous backup materials. Your narrative proposal must be in sufficient detail to allow the Government to evaluate your proposed design. Include such information as:

- (a) Proposed design, schedule/logistics, and installation procedures, (including any proposed subcontractors);
- (b) Proposed manufacturing facilities (location, any specialty machinery you have available, a description of the facilities, a discussion of your quality assurance procedures, etc. - including the same information for any proposed subcontractors);
- (c) Proposed key personnel (Project Manager, Designer(s), Field Installation Supervisor, etc.) - including any subcontractor personnel in these key roles;
- (d) Any expected delivery or performance problems/issues.

(2) 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 10 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 10 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 10-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 "SF1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items, the Spare Parts, and the Warranted Losses you are proposing.

(3) A fully completed set of the proposed delivery schedule requested in the Delivery and Completion of Work clause in Part II, paragraph 2(B).

(4) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications—Commercial Items".

(F) 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).

(G) WBR 1452.225-901 Comparison of Offers--Application of the Buy American Act and Trade Agreements--Supplies--Bureau of Reclamation--Lower Colorado Region (Sep 1998)

(a) For the purpose of application of the requirements of FAR Part 25, the Buy American Act and Trade Agreements, the Government will apply the differentials stated in (b) below to the applicable totals of various prices entered by the offeror for Foreign end products in the provision entitled WBR 1452.225-902 Application of Foreign Differential--Buy American Act and Trade Agreements--Supplies. If the total of prices entered by the offeror in the provision for:

(1) Canadian end products is less than \$25,000, those Canadian end products will be considered as Foreign end products and the Government will apply the differentials stated in (b) below to the total offered price of the Canadian end products pursuant to FAR 25.105(e).

(2) Mexican end products is less than \$53,150, those Mexican end products will be considered as Foreign end products and the Government will apply the differentials stated in (b) below to the total offered price of the Mexican end products pursuant to FAR 25.105(e).

(3) Israeli end products is less than \$50,000, those Israeli end products will be considered as Foreign end products and the Government will apply the differentials stated in (b) below to the total offered price of the Israeli end products pursuant to FAR 25.105(d).

(4) A Designated country's end products is less than \$186,000, those country's end products will be considered as Foreign end products and the Government will apply the differentials stated in (b) below to the total offered price of the end products pursuant to FAR 25.402(a)(1).

(b) For offers of foreign materials and/or equipment only (Foreign end products), the following factors will be used for the purpose of comparison of offers:

(1) When the materials and/or equipment are determined to be of foreign origin (Foreign end products), 6 percent of the offered price for the materials and/or equipment, delivered at the destination, will be added to the offered price.

(2) An additional differential of 6 percent of the offered price for the materials and/or equipment (Foreign end products), delivered at the destination, making a total of 12 percent, will be added to the offered price, except as outlined in subparagraph (c) below, when the lowest responsive offeror offering domestic materials and/or equipment is a small business concern.

(c) If an award of more than \$250,000 would be made to the lowest responsive bidder offering domestic materials and/or equipment if the 12 percent factor were applied, but not if the 6 percent factor were applied, the Government may determine that award to the bidder offering domestic materials and/or equipment would involve unreasonable cost, and the bid may be rejected in accordance with FAR 25.105(c).

(H) WBR 1452.225-902 Application of Foreign Differential—Buy American Act and Trade Agreements—Supplies—Bureau of Reclamation—Lower Colorado Region (Sep 1998)

(a) For the purpose of application of the requirements of FAR Part 25, the Buy American Act and Trade Agreements, offerors proposing to supply foreign end products, end products under the various trade agreements, and/or European Union end products shall identify the end product, enter the price of each such end product, and the country of origin of the end product in the table below. The Government will evaluate offers in accordance with the provision WBR 1452.225-901 Comparison of Offers--Application of the Buy American Act and Trade Agreements--Supplies.

(b) If the offeror does not enter any prices in the table below, the offer will be considered as being entirely for Domestic end products.

END PRODUCTS

| MATERIAL AND/OR EQUIPMENT (END PRODUCT) | PRICE OF END PRODUCT | COUNTRY OF ORIGIN |
|--|-------------------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(I) 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.

(J) 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)).

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) Quality Assurance Program.

(2) Manufacturing Experience, Capabilities, and Past Performance.

- (i) Experience,
- (ii) Technical Capability,
- (iii) Key Personnel,
- (iv) Past Projects,
- (v) Reliability,
- (vi) Facilities.

(3) Proposed Completion Date for Unit 2 Governor System Work

(4) Installation/Removal Plan, Schedule, Timely Delivery, and Testing of New Digital-Hydraulic Governor Control Systems.

(5) Design Innovations/Design Methods and Warranties.

(6) Fit and Finish of New Equipment.

(7) Risk.

(8) Price.

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Non-price evaluation factors (1) through (7) above, when combined, comprise 80% of the total evaluation weight. Evaluation factor (8) above, Price, comprises 20% of the total evaluation weight.

Relative Weight of Evaluation Factors.

(1) Quality Assurance Program. This evaluation factor will comprise 15% of the total evaluation weight.

Certification. The offeror shall provide written verification that his quality assurance program is ISO 9001-certified for the design, production, installation, and servicing of the digital governor control systems, electro-hydraulic interface components, speed signal generators, and digital control interface devices that comprise all the items and work being supplied under this contract.

(2) Manufacturing Experience, Capabilities, and Past Performance. This evaluation factor will comprise 20% of the total evaluation weight.

(i) Experience. The offeror's previous experience, personnel capability, design capability, proven manufacturing quality and capability, and plan capability are of considerable importance and all aspects of these items which the offeror describes will be evaluated. The manufacturing locations described must be those intended for actual production under the contract. No change will be permitted without the approval of the Contracting Officer. Evidence shall be furnished of the offeror's experience in the design, manufacture and installation of major digital-hydraulic governor control system components such as new digital governor controls, new electro-hydraulic interface components, new speed signal generator devices, and new digital governor interface devices. If the offeror will purchase any component from another manufacturer, he shall furnish the above evaluation criteria for such manufacturer.

(ii) Technical Capability for manufacturing and installing the following major equipment items:

- a. Digital governor control system;
- b. Electro-hydraulic interface components;
- c. Speed signal generator devices;
- d. Other digital governor interface devices.

The merits of the technical analysis and recommendations for new or modified equipment will be evaluated for each of the above components and their associated characteristics. The proposal will also be reviewed and evaluated for statements regarding degree of compliance with specifications for any new equipment offered, and if the equipment does not comply, evaluation will be made of the explanations of how the proposed equipment will provide a satisfactory substitute for the requirement.

Strong emphasis will be placed on the method and completeness of the technical studies, acceptability of recommendations, and acceptability of materials and

methods of component modifications where acceptable. Each major item will be reviewed individually and with respect to the total digital-hydraulic governor system replacement.

(iii) Key Personnel. Include the proposed organization to manage the work, its relationship to the offeror's overall corporate structure, and the function and responsibilities of any subcontractors. Identify and furnish qualifications for the key staff who will oversee the major tasks involved in manufacturing, transportation, and on-site removal, installation (including testing), and disposal activities. Information to be furnished shall include the following:

- a. The identity of specific personnel to be assigned to perform the requirements contained in the work statement;
- b. The names of specific key personnel to be assigned for direct work on the project and as direct technical supervisors including education, background and experience, accomplishments, and other pertinent information; and
- c. A statement of assurance that the proposed key staff, subcontractors, and/or consultants will be available for work on this contract.

(iv) Past Projects. The Offeror shall furnish a list showing the in-service date, type of contract, performance record for each of the digital-hydraulic governor control systems listed in (1) above, the address, and telephone number, the contract dollar value initial and final, for each project listed in (1) above. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 10 years. For each project, include:

- a. Name of the project;
- b. Description of the work;
- c. Contract number, date and type;
- d. Name and address of the acquiring Government agency or commercial customer;
- e. Initial contract amount and final contract amount;
- f. Any problems encountered in performance of the work and corrective action(s) taken; and
- g. Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(v) Reliability. The Offeror shall furnish a list of customer's with the following information on digital-hydraulic governor control systems of a similar design

including: (1) those under warranty, (2) those in which the warranty period has expired, and (3) those which have failed while under warranty.

(vi) Facilities. The Offeror shall provide information on all plant and test facilities (including Government facilities) proposed to perform and accomplish the work. The need for any special plants and/or facilities shall be fully substantiated. Information shall be furnished on any planned use of alternate plants/facilities. Reclamation may conduct a pre-award inspection of the proposed manufacturing facilities.

(3) Proposed Completion Date for Unit 2 Governor System Work. As set forth in "Delivery and Completion of Work," paragraph B of Addendum to 52.212-4. This evaluation factor will comprise 15% of the total evaluation weight.

(4) Installation/Removal Plan, Schedule, Timely Delivery, and Testing of New Digital-Hydraulic Governor Control Systems. This evaluation factor will comprise 10% of the total evaluation weight.

(i) The Offeror shall describe the proposed installation plan for the digital governor control systems, electro-hydraulic interface components, speed signal generators, and other digital governor interface devices; describe on-site installation activities; and provide a statement of any problems or major difficulties anticipated in accomplishing the installation and proposed resolutions.

(ii) The Offeror shall provide a plan for removal of the existing governor mechanical linkages and gears, cable restoring mechanisms and sheaves, electrical interface devices, and hydraulic interface components which demonstrates an acceptable method of handling and disposal of hazardous materials (where applicable). Provide a statement of any problems or major difficulties anticipated in performing or accomplishing the removal and proposed resolutions.

(iii) The dates specified in the schedule are considered highly important. Evaluation will be based on the offeror's ability to install and test the new digital governor control system, new electro-hydraulic interface components, new speed signal generator, and new digital interface devices in a shorter period of time than the specified maximum time stated in the schedule.

(5) Design Innovations/Performance Enhancements and Warranties. This evaluation factor will comprise 10% of the total evaluation weight.

(i) The Offeror shall provide a list of design innovations and performance enhancements for the new digital-hydraulic governor control systems which he proposes to furnish. These innovations and enhancements may make the new digital-hydraulic governor control system more responsive, more efficient, and/or more flexible in its turbine control capabilities.

(ii) The Offeror shall provide warranty terms and conditions for the new digital-hydraulic governor system which he proposes to furnish. The Offeror shall detail

how he plans to make modifications to the existing governor equipment without voiding, modifying, or changing existing equipment warranties. The new equipment warranty terms and conditions and the conditions of the of existing governor equipment warranties resulting from his proposed modification of the existing equipment will be evaluated.

(6) Fit and Finish of New Equipment. This evaluation factor will comprise 5% of the total evaluation weight.

The Offeror shall furnish a detailed description of how the new equipment will directly interface with existing equipment for a complete and operational digital-hydraulic governor control system. This description shall demonstrate the Offeror's familiarity with the difficulties of interfacing these new items with existing proprietary components without causing co-lateral damage or voiding existing equipment warranties.

(7) Risk. This evaluation factor will comprise 5% of the total evaluation weight.

The Offeror's past performance/experience, proposed manufacturing facilities, proposed installation procedures, and digital-hydraulic governor control system component design will be evaluated to determine the degree of risk to the Government in selecting their firm for an award. In evaluating "Risk," Reclamation will take into consideration elements such as, but not limited to: the estimated amount of Government oversight required to ensure adequate performance and the Offeror's overall credibility when their proposal is viewed as a whole. Offerors demonstrating superior qualifications evidenced by successful on-time past performance and proven digital-hydraulic governor control system component design success will be rated more favorably than those lacking these attributes. NOTE: Negative inferences may be drawn by an Offeror's failure to provide candid and/or complete responses regarding past performance, terminations, claims, and late delivery/performance, etc.

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

Price will include: (i) application of the foreign differential, if required, as stated in the provision entitled "Comparison of Offers--Application of the Buy American Act and Trade Agreements--Supplies"; and (ii) application of costs for foreign inspection service, if required, as stated in the provision entitled "Cost of Foreign Inspection Service."

(b) 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):

| Number of Employees | Average Annual Gross Revenues |
|--------------------------------------|--|
| <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.