



99-SQ-30-0008  
REQUEST FOR QUOTATION  
COMMERCIAL ITEM ACQUISITION

# Generator Thrust Bearing Oil Coolers Hydroelectric Generator Units

## Davis Dam Powerplant Parker-Davis Project Arizona

Lower Colorado Regional Office  
Boulder City, Nevada

1999

United States Department of the Interior  
Bureau of Reclamation



[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

GENERATOR THRUST BEARING OIL COOLERS  
HYDROELECTRIC GENERATOR UNITS  
DAVIS DAM POWERPLANT  
PARKER-DAVIS PROJECT  
ARIZONA

FOREWORD

The work to be performed under this solicitation consists of designing, fabricating and delivering in accordance with these specifications and drawings six (6) generator thrust bearing oil coolers using extruded fin/tube coils. Each cooling coil shall consist of two semi-circular half-ring sections with each half section capable of being installed within the bearing oil pot without disturbing the generator thrust bearing.

The material or equipment being designed, fabricated and delivered under these specifications is required for cooling generator thrust bearings used in production of electrical power at Davis Dam. Final location of delivery shall be Davis Dam which is located on the Colorado River, approximately 2 miles north of Bullhead City, in Mohave County, Arizona.

The contractor shall develop one common design thrust bearing oil cooler of adequate dimensions to accommodate all five generator thrust bearing oil pots.

The generators are General Electric vertical shaft units - 48 mva, 94.7 rpm, counter-clockwise rotation and were supplied in 1950.

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

**A site-inspection will be conducted at the Davis Dam on August 10, 1999 at 10 a.m. Mountain Standard Time. Participants must report to the Administration Office at Davis Dam prior to the site-inspection. For information or directions, call Douglas Bryant at (520) 754-3622.**

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# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 6 OF 73 PAGES

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

99-31600045

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

8. SOLICITATION ISSUE DATE

99-SQ-30-0008

7/21/99

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

**Beth A. Murray**  
(e-mail: [bmurray@lc.usbr.gov](mailto:bmurray@lc.usbr.gov))

b. TELEPHONE NUMBER (No collect calls)

(702) 293-8581

8. OFFER DUE DATE/ LOCAL TIME

8/23/99 @  
4:00 PM

9. ISSUED BY

CODE LC-3112

Mail to:

**Bureau of Reclamation**  
**Lower Colorado Regional Office**  
**P.O. Box 61470**  
**Boulder City NV 89006-1470**

Overnight Mail to:

**Bureau of Reclamation**  
**Lower Colorado Regional Office**  
**400 Railroad Avenue**  
**Boulder City NV 89005**

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE % FOR

SMALL BUSINESS

SMALL DISADV. BUSINESS

8(a)

SIC: 3569

SIZE STANDARD: 500 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 LCD-D10

**Bureau of Reclamation, Lower Colorado Dams Facilities Office**  
**Davis Dam Powerplant**  
**Davis Dam, Arizona**

16. ADMINISTERED BY

CODE LC-3112

**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  
 Lower Colorado Dams Facilities Office  
 Davis Dam Powerplant  
 Davis Dam, Arizona

(b) Deliveries will be accepted between 6:30 a.m. to 3:00 p.m., local time, Monday through Friday. Point of contact for delivery information is Mr. George Kraft, Construction Engineering, telephone No. (520) 754-3626.

2. Block 16: Government Administration Personnel

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

Beth A. Murray (Mail Code: LC-3112), Contract Specialist  
Bureau of Reclamation, Lower Colorado Regional Office  
P.O. Box 61470, Boulder City NV 89006-1470  
*Phone No.* (702) 293-8581      *Fax No.* (702) 293-8499  
*E-mail* bmurray@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:			

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 (LC-6000), Bureau of Reclamation, Engineering Services Office, P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Ms. Beth Murray (LC-3112), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006.

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

ITEM NO.	ARTICLES OR SERVICE	QUANTITY AND UNIT	UNIT PRICE	EXTENDED AMOUNT
1.	Design, fabricate and deliver f.o.b. destination six thrust bearing oil coolers, support framework, and associated piping connections for hydroelectric generator units	6 each	\$ _____	\$ _____
TOTAL COST FOR SCHEDULE				\$ _____

PART II  
CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

(A) 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.

(B) 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 the products listed in the following table:

No. 1	Brand Name Specified	Manufacturer:	Ameron, POB 1020, Brea, CA 92622-1020
		Make/Model/Catalog #:	Amerlock 400/400
		Paragraph:	C.5.1
No. 2	Brand Name Specified	Manufacturer:	Tnemec, POB 411749, Kansas City, MO 64141
		Make/Model/Catalog #:	Tnemec, Series 69, Hi-Build Epoxoline II
		Paragraph:	C.5.1
No. 3	Brand Name Specified	Manufacturer:	Devoe Coatings
		Make/Model/Catalog #:	Bar-Rust 236
		Paragraph:	C.5.1

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

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

REQUIRED DELIVERY SCHEDULE		
Item No.	Quantity	Date Required
1	One (1) thrust bearing oil cooler, support framework, and associated piping connections delivered to Davis Dam	February 15, 2000
1	Five (5) thrust bearing oil coolers, support framework, and associated piping connections delivered to Davis Dam	September 30, 2000

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Date Proposed
1	One (1) thrust bearing oil cooler, support framework, and associated piping connections delivered to Davis Dam	
1	Five (5) thrust bearing oil coolers, support framework, and associated piping connections delivered to Davis Dam	

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

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

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

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

(E) 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).

(F) 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 Davis Dam.

(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.

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

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or

specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment;  
and

(2) The facts warrant an equitable adjustment.

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

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

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

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

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

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

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

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

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

(b) The Contractor shall--

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

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

(2) Prepare and distribute commercial bills of lading;

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

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

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

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

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

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

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

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*(Contracting Officer shall check as appropriate.)*

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

- (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (18) [Reserved]
- (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (21) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-87).
- (21) (ii) Alternate I of 52.225-21.
- (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

*(Contracting Officer check as appropriate.)*

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3

years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

PART III  
STATEMENT OF WORK

SUBSECTION C.1 - GENERAL REQUIREMENTS

C.1.1. The Requirement

It is required that there be designed, fabricated, and delivered, in accordance with the contract provisions and clauses, these specifications, and the drawings listed in C.5.1 (Drawings, General) hereof, Generator Thrust Bearing Oil Coolers to be installed, for Davis Dam Powerplant, Parker-Davis Project, Arizona.

The generator thrust bearing oil coolers under these specifications are required for the above-named installation which is located about 2 miles north of Bullhead City, in Mohave County, Arizona.

The material or equipment is not required to be installed under this solicitation. Installation will be accomplished by Bureau of Reclamation personnel during future scheduled maintenance service shut-downs.

C.1.2. Description of the Work

The work to be performed under this solicitation consists of designing, fabricating and delivering six (6) generator thrust bearing oil coolers using extruded fin/tube coils, of one common design, which includes one spare. Each cooling coil shall consist of two semi-circular half-ring sections with each half section capable of being installed within the bearing oil pot without disturbing the generator thrust bearing.

The coolers shall be of adequate dimensions to fit into and accommodate all five generator thrust bearing oil pots.

C.1.3. Submittal Requirements

a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A - List of Submittals, and the requirements in the provisions, clauses, and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals.--Table 1A (List of Submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the

requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.

c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned a Required Submittal Number (RSN). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

(1) CO indicates Contracting Officer.

(2) RE indicates Regional Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under the cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

(1) Reference to Bureau of Reclamation contract numbers and title.

(2) Identification of responsible code as shown in the table.

(3) Complete list of RSN(s) for which material is being submitted.

(4) For each RSN, number of complete sets and list of materials included.

(5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number and the RSN number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked in a manner that will be evident when produced to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the completion date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for completion of the work.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 30 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of submittals).

The Contractor shall also send a copy of the transmittal letter to each of the addresses listed below that are not sent the submittal.

Submittals shall be sent as required by Table 1A (List of Submittals) to:

- (1) Contracting Officer (CO), Bureau of Reclamation, Attn: LC-3112,  
P.O. Box 61470, Boulder City, Nevada 89006-1470
- (2) Regional Engineer (RE), Bureau of Reclamation, Attn: LC-6000,  
P.O. Box 60400, Boulder City NV 89006-0400.

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices bid in the schedules for the applicable items of work requiring the submittals or other items of work.

Table 1A - List of Submittals

RSN	ITEM	REFERENCE PROVISION, CLAUSE, OR PARAGRAPH	RESPONSIBLE CODE	SUBMITTAL REQUIRED	NO. OF SETS TO BE SENT TO:*		DUE DATE OR DELIVERY TIME
					CO	RE	
C1	Payment	52.232-28	CO	Payment information	1	0	Within 7 calendar days after award
C2	Release of Claims	1452.204-70	CO	Release of claims (DI-137) against United States	1	0	After completion of work and prior to final payment
M1	Generator thrust bearing oil cooler	C.2.4 & C.4.6.c.	RE	(1) Qualified weld/braze procedures	0	2	Before any welding/brazing takes place
M2	Generator thrust bearing oil cooler	C.1.4	RE	Design data	0	5	Within 45 days after date of award
M3	Generator thrust bearing oil cooler	C.1.4	RE	Commercial products data:			
				(1) Finned cooler tubes	0	5	Before fabrication or procurement
				(2) Piping	0	5	Before fabrication or procurement
				(3) Fittings	0	5	Before fabrication or procurement
				(4) Flanges	0	5	Before fabrication or procurement
				(5) Gasket seals	0	5	Before fabrication or procurement
M4	Generator thrust bearing cooler	C.1.4	RE	(6) Adaptor extension pipes	0	5	Before fabrication or procurement
				Proposed materials specifications of other materials	0	5	Before fabrication or procurement
M5	Generator thrust bearing cooler	C.1.4	RE	Approval drawings:			
				(1) Assembly and sections	0	2	Before fabrication or procurement
				(2) Erection drawings	0	2	Before fabrication or procurement

RSN	ITEM	REFERENCE PROVISION, CLAUSE, OR PARAGRAPH	RESPONSIBLE CODE	SUBMITTAL REQUIRED	NO. OF SETS TO BE SENT TO:*		DUE DATE OR DELIVERY TIME
					CO	RE	
M6	Generator thrust bearing oil cooler	C.1.4	RE	Shop test results	0	5	Before shipment
M7	Generator thrust bearing oil cooler	C.1.4	RE	(1) Service manuals	0	5	Before shipment
				(2) Blackline prints	0	1	Before shipment
				(3) As-built drawings in AutoCAD - Rel.12 format on 3.5" diskette	0	1	Before shipment
				(4) Assembly and installation instruction manuals	0	5	Before shipment
M8	Generator thrust bearing oil cooler	C.1.4	RE	Material test certificates	0	2	Before shipment
M9	Generator thrust bearing oil cooler	1452.246-02	RE	Manufacturer's standard warranty	0	5	Before shipment
M10	Painting, general	C.5.1	RE	Manufacturer's product and application data sheets and certifications of all coatings	0	5	Prior to use of paint
		C.5.1	RE	Qualification of coating applicators	0	1	Prior to application by the applicator
D1	Shipping provisions	D.2	RE	Packing list & shipping notification of expected arrival date/time.	0	2	7 days prior to shipping

\*CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph e. entitled "Addresses" of paragraph C.1.3. entitled "Submittal Requirements."

C.1.4. Mechanical Equipment Drawings and Data to be Furnished by the Contractor

a. General. - Submittals shall be in accordance with the paragraph and Paragraph C.1.3. (Submittal Requirements).

All drawings submitted by the contractor shall have the contractor's or supplier's title and drawing number on each drawing. Drawings and data shall show the Bureau of Reclamation contract number and bid schedule item number. All dimensions shall be in feet and inches and all wording, signs, symbols, etc., shall be in English.

Drawings submitted by the contractor to Reclamation for approval shall be Standard D-size drawings, 22" by 34". Approved drawings shall be full-size prints made from original drawings.

Approval by the Regional Engineer of the contractor's drawings and data shall not be held to relieve the contractor of any part of the contractor's responsibility to meet all of the requirements of these specifications or of the responsibility for the correctness of the contractor's drawings.

The contractor shall not commence manufacturing or ship any equipment for which Government approval is required until all the required drawings and data for the particular item have been reviewed and approved by the Regional Engineer. Any fabrication or procurement performed or shipment made before approval of the drawings and data shall be at the contractor's risk.

b. Design data. - The contractor shall furnish at the time noted in Table 1A - List of Submittals the following data, to enable the Government to verify the final design of the cooler equipment:

- (1) Design heat removal rate for thrust bearing oil cooler [British thermal units per hour (Btu/hr)].
- (2) Design rate of flow of cooling water required for thrust bearing oil cooler at design conditions [gallons per minute (gpm)].
- (3) Design water supply (delivery) pressure required to the thrust bearing oil coolers at design conditions [pounds per square inch gage (psig)].
- (4) Pressure loss (water) through the thrust bearing oil cooler at design conditions (psi).
- (5) Rate of flow of cooling water at minimum required heat removal rate (gpm).
- (6) Pressure loss (water) through the thrust bearing oil cooler at minimum required heat removal rate and cooling water flow conditions (psi).
- (7) Maximum inside and outside diameter and height dimensions of cooling coil (inches).
- (8) Total weight of cooling coil half-ring section with and without water (pounds).

c. Approval drawings and data. - After award of contract and in accordance with the requirements listed in Table 1A - List of Submittals, the contractor shall submit to the Government, for approval, checked drawings and data listed below under the heading "Approval of the following is required."

Where approval data are required for commercial products or equipment, the contractor shall submit complete identifying data giving the manufacturer's name, type, model, size, and characteristics of the equipment. When a catalog sheet is submitted, the particular item proposed shall be underlined or marked. The data shall be comprehensive and shall fully

demonstrate that the equipment provided shall meet the requirements of these specifications. One copy of the approved data will be returned to the contractor.

Approval of the following is required:

(1) Assembly drawings including cross sections. - These drawings shall include all tube/fin coil, support framework, and tubing details of the cooler construction.

(2) Erection drawings

(3) Dimensioned (with tolerances) detail drawings including tolerances of cooler component parts and sections. The drawings shall include details of the tube/fin coil connections, coil-to-support framework attachment, and framework bolted fasteners and anchors.

Each detail shall contain a bill of material for all parts shown on the drawing. The bill of material shall include a listing of each part indicating these specifications designation for the materials from which each part is to be made.

The Contracting Officer may request sufficient additional drawings to demonstrate fully that the equipment to be furnished will conform to the requirements of these specifications.

(4) Commercial products data on cooling coil tube/fin materials and manufacturing process, tubing connections, and support framework construction materials.

(5) Assembly and installation instructions. - The contractor shall submit detailed installation manuals for the coolers. The manuals shall include step-by-step procedures for assembly of half-ring sections in bearing pot, bolting support framework in place, and making connections to existing supply and discharge pipe.

(6) Shop test reports. - The contractor shall submit the hydrostatic and other shop test reports before the coolers are shipped.

d. Final material. - Drawings that are a part of final material requirements shall show all changes and revisions, with revision dates, made up to the time the equipment is completed and ready for shipment. The contractor shall place a Bureau of Reclamation identifying number in the lower right-hand corner of each final drawing. The identifying number shall be lettered neatly in black ink or shall be superimposed by means of black lettering on a white paper background. The Government will furnish a list of the identifying numbers at the contractor's request. In the contractor's request, the contractor shall state the total number of drawings for which identifying numbers are required.

An index list shall be furnished by the contractor indicating the contractor's drawing numbers and drawing titles, and the Bureau of Reclamation identifying numbers. The index list shall be identified by the contract number and title of project.

Five bound copies of service manuals shall be furnished. Each shall contain complete parts identification lists; lists of special tools and accessories; and detailed instructions for the installation, dismantling, operation and maintenance of the equipment. A reduced-size print of each pertinent drawing shall be included in each manual.

When test records or reports are required, the contractor shall furnish two copies, unless otherwise specified in Table 1A - List of Submittals.

The contractor shall furnish the final drawings in the form of a high quality original plot and on 3.5-inch diskette(s) in AutoCAD, Rel.12 format. The diskette(s) shall be double-sided, high density, 135TPI (80 Tr.), and 1.44 MB.

One set of blackline prints of AutoCAD drawing files on 3.5-inch diskette(s) shall be shipped with the equipment furnished under this contract. The drawings shall be marked to show all changes up to the time the equipment is shipped.

The contractor shall submit the following final materials at the time shown in Table 1A - List of Submittals:

Cooling coils, support framework, and piping connections. -

- (1) Service manuals, including operating and maintenance instructions.
- (2) Mounting detail, sectional assembly, and piping layout drawings, including component parts data, material lists, and equipment weights.
- (3) Assembly and installation instructions.
- (4) Material test certificates.
- (5) Manufacturer's standard warranty.

e. Right to use contractor's drawings. - Reclamation expressly reserves the right to use, reproduce in whole or in part, to distribute, and to reuse any and all such drawings, whether copyrighted, proprietary, or not, in connection with the following:

- (1) Installation, maintenance, replacement, and repair of the articles to be furnished under these specifications.
- (2) Making any and all such drawings and reproductions thereof available to subsequent bidders and contractors, where necessary for fabricating and furnishing articles connected with, dependent upon, or duplicating the articles to be furnished hereunder.

The depositing of all such drawings with Reclamation shall constitute a license to Reclamation to use said drawings in the manner hereinabove stated.

## SUBSECTION C.2 - MATERIALS AND WORKMANSHIP

### C.2.1. Materials and Workmanship - Reclamation

a. **Materials.**--The words "material" and "materials" as used in these specifications to denote items furnished by the Contractor shall mean equipment, machinery, product(s), component(s), or other item(s) procured under these specifications. All materials furnished by the Contractor shall be new and of the highest standard commercial quality as normally used for this type of equipment, considering strength, ductility, durability, best engineering practice, and the purpose for which the equipment is to be used.

Except as specified, materials shall conform to the most current Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the most current specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), ASME (American Society of Mechanical Engineers), SAE (Society of Automotive Engineers), IEEE (Institute of Electrical and Electronic Engineers), NFPA (National Fire Protection Association), or other nationally recognized standards organization. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

Parts shall be made accurately to standard gauge where possible. Threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings shall be unified screw threads conforming to ASME B1.1-89 (ANSI approved) or ASME B1.20.1-83 (Rev 1992) (ANSI approved). For internal connections only, the Contractor will be permitted to deviate from the ASME standards, provided the Contractor furnishes a complete set of taps and dies as might be required to facilitate repair or replacement.

All fasteners shall be permanently marked with a symbol identifying the manufacturer and with symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standards.

b. **Workmanship.**--The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein.

Safety and adequate shock-absorbing features shall be used throughout designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock. Shock-absorbing features and parts subject to vibration shall include provisions which prevent components from loosening.

### C.2.2. Materials to be Furnished by the Contractor

a. **General.**--The Contractor shall furnish all materials required for completion of the work.

The words "material" or "materials" as used in these specifications to denote items furnished by the Contractor shall be construed to mean equipment, machinery, product, component, or any other item required to be incorporated in the work.

When a separate item which includes the furnishing of any material is provided in the schedules, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for that item. When a separate item is not provided in the schedules for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided, that no substitute materials shall be used without prior written approval of the Regional Engineer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Regional Engineer determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices bid in the schedules will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

### C.2.3. Reference Specifications and Standards

Materials, Contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with the latest editions or revisions thereof in effect on the date bids are received, including any amendments or supplements. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, these specifications shall govern.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to the Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be

obtained without charge from any one of the General Services Administration Business Service Centers. See paragraph 1.(i) of the provision 52.212-1, "Instructions to Offerors--Commercial Items."

Bureau of Reclamation Standard Material Specifications and Methods of Tests (The M-series documents) may be obtained from the Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225.

Other Reclamation publications including manuals and Reclamation's significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). Information regarding availability and pricing may be obtained by contacting NTIS at the following address:

United States Department of Commerce  
National Technical Information Service  
5285 Port Royal Road  
Springfield, Virginia 22161

Telephone: 1-703-487-4650  
or  
1-800-553-6847

These addresses may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in paragraph 1.(i) of the provision 52.212-1, "Instructions to Offerors--Commercial Items."

The Contractor shall maintain onsite, a copy of all specifications, standards, codes, manuals, and other documents that are referenced in these specifications and that are pertinent to the materials being installed or work proceeding at that time. These shall be available for use by the Contracting Officer and the Contracting Officer's representatives.

#### C.2.4. Welding

a. General. - Welding shall be performed by appropriate recommended method in accordance with Section IX, Part GW of the ASME Boiler and Pressure Vessel Code (1995).

b. Design and fabrication. - Unless otherwise provided, the design and fabrication of all welded parts shall conform to the following requirements:

(1) Principal stress-carrying parts. - The design and fabrication of welded parts subject to stress due to supply water pressure, cooling water flow, and associated local vibrations shall be in accordance with Section VIII, Division 1, Part UW, of the ASME Boiler and Pressure Vessel Code (1995).

c. Welding qualifications. - For welding of cooler component fittings, connections, and support framework, the qualification of welding procedures, welders, and welding operators shall conform to the requirements of Section IX, Part QW, of the ASME Boiler and Pressure Vessel Code (1995).

## SUBSECTION C.3 - GENERATOR THRUST BEARING OIL COOLER

### C.3.1 Cooling Coil Type

The cooling coil shall be fabricated using extruded fin/tube coils to replace the existing design shown on GE drawing T-8600097. The cooling coil shall consist of two semi-circular half-ring sections with each half section capable of being installed within the bearing oil pot without disturbing the generator thrust bearing.

### C.3.2 Coil Materials

The cooling coil tubes shall be constructed of copper-nickel alloy, UNS No. C70600 (90% Cu-10% Ni), tubing conforming to ASTM B111-95, Standard Specification for Copper and Copper-Alloy Seamless Condenser Tubes and Ferrule Stock. Outer tubing shall be aluminum compressed over the copper inner tubes forming integral extruded-aluminum fins for enhanced heat transfer and structural support.

The copper alloy tube thickness shall not be less than 0.049 inch and tube diameter shall not be less than 0.75 inch. Return bends (180°), if used, shall have a minimum wall thickness of 0.065 inch.

The extruded aluminum fin thickness shall not be less than 0.016 inch. Fin spacing shall be sufficient to prevent oil from congealing between and clogging fins at boundary layer temperature, but shall not be greater than 7 fins/inch.

### C.3.3 Coil Design

The cooling coil shall be designed and constructed for a maximum working pressure of 75 pounds per square inch, gage (psig). Supply cooling water pressure is approximately 25 psig at the design flow rate, the pressure loss across the cooling coil shall not exceed 15 psig differential pressure. Design flow velocity shall not be less than 4 ft/s or greater than 8 ft/s. The replacement cooling coils shall meet or exceed the performance of the existing cooling coils.

Supply cooling water average temperature is 55 to 65°F (13 to 18°C). Maximum expected supply cooling water temperature supply is 65°F (18°C). Maximum allowable temperature of oil in bearing oil pot is 122°F (50°C). Maximum allowable bearing metal temperature is 176°F (80°C).

### C.3.4 Cooling Capability

The cooling coil shall be capable of providing the necessary cooling capacity over the range of cooling rates required for the existing thrust bearing design conditions. Cooling coil sections shall be configured similar to the existing cooling coils and shall meet or exceed their cooling capacity.

### C.3.5 Fabrication

The cooling coils shall be manufactured in two semi-circular half-ring sections allowing installation and removal without disturbing the generator thrust bearing. Each section shall be designed to provide uniform cooling within the oil pot and to minimize temperature differences from one section to the other. In order to vent air from the cooling coil, coil sections shall be designed to have supply cooling water enter the bottom of the coil and flow up to the top before exiting bearing pot into discharge line.

Each cooling coil section shall have inlet (supply) and outlet (discharge) connection points for header piping termination conveniently located for easy access and assembly. Header piping shall be redesigned with flexible metal hose or other industry standard material suitable for submerged oil cooler piping. Header piping shall terminate with existing three (3) inch supply and discharge flanges as depicted on drawing T-8600097, section A-A.

Flanged connections shall conform to the requirements of paragraph C.4.7 (Piping, Fittings, and Connections).

Brazing of cooling coil tubes and associated fittings shall conform to the specific requirements of Section IX, Part QB of the ASME Boiler and Pressure Vessel Code (1995).

### C.3.6 Structural Support

a. General. - Each semi-circular half-ring section of the cooling coil shall be provided with tube supports similar to those detailed on drawing T-8600097. Supports shall maintain proper coil spacing and half-ring section alignment within the thrust bearing oil pot.

Each half-ring section shall have a minimum of three pick points located on the top for insertion of lifting eyes or hooks. The frame shall be designed to have sufficient strength so that spreader bars are not required when lifting the coil half section filled with water. Any permanent coil bending or tube misalignment resulting from fully weighted lifts indicates inadequate rigidity and shall be grounds for rejection of the frame design.

b. Materials. - Materials for the cooling coil supports shall conform to the following supplemental requirements:

(1) Structural steel. - Structural steel shall be in accordance with ASTM A36-94, Standard Specification for Carbon Structural Steel.

(2) Steel plate. - Steel plate shall be in accordance with ASTM A283/A283M-93, grade C or D, Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.

(3) Fasteners. - Bolts, nuts, and washers shall be in accordance with ASTM A307-94, grade B, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

c. Welding. - Welding of steel support framework components shall be in accordance with paragraph C.2.4 (Welding).

### C.3.7 Piping, Fittings, and Connections

a. General. - Flanged connections are required between coil half-ring sections and designed coil header piping connection points at bearing oil pot wall and shall meet the requirements of this paragraph.

b. Materials. - Materials for the cooling coil piping systems shall conform to the following supplemental requirements:

(1) Piping. - The piping shall be copper alloy tubing UNS No. C70600 conforming to ASTM B111-95, Standard Specification for Copper and Copper-Alloy Seamless Condenser Tubes and Ferrule Stock. Piping (tubing) shall be rated for a working pressure of 150 psig.

(2) Fittings. - Fittings shall be copper alloy UNS No. C70600 brazed socket-type joint pressure fittings conforming to the requirements of the ASME Code for Power Piping B31.1-95. Fittings shall be rated for a working pressure of 150 psig. Elbows shall be long radius unless space restrictions prohibit their use.

(3) Flanges. - Flanges shall be 150 pound, copper alloy UNS No. C70600, drilled and finished to meet ASME B16.5-88, Pipe Flanges and Flanged Fittings with brazed socket-type joints to connect to piping (tubing). A gasket, gasket tape, or joint sealant shall be provided for each flanged connection for future installation by others. Gaskets, gasket tape, or joint sealant shall be suitable for use in presence of cooling water and bearing pot oil while providing positive sealing capability between these media. Victaulic-type couplings are prohibited.

Bolts, bolt studs, nuts, and washers for flange connections shall comply with requirements of ASME Code for Power Piping B31.1-95. Where steel fasteners are applicable, they shall be carbon steel machine bolts with cold-punched, semi-flushed hexagonal nuts conforming to ASTM A307-94, grade B, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

(4) Insulating sets for flanges. - Insulating sets for flanges shall prevent electrical contact between dissimilar metal flange connections by means of suitable insulating bolt sleeves, washers, and gaskets.

(5) Flexible metal hose assemblies. - Flexible metal hose assemblies shall be constructed in accordance with the ASME Code for Power Piping B31.1-95.

Flexible metal hose assemblies shall be designed and constructed for a working pressure of 150 psig.

(6) Miscellaneous materials. - Miscellaneous materials not specified above shall be standard commercial quality.

#### C.3.8 Hydrostatic Testing

Each cooling coil half-ring section shall be pressure tested at the factory in accordance with Section VIII, Division 1, Part UG of the ASME Boiler and Pressure Vessel Code (1995) or ASME Code for Power Piping B31.1-95. Cooling coil sections shall be tested to a test pressure of 125 psig. Test pressure shall be maintained for a period of not less than 1 hour after all leaks have been stopped.

SUBSECTION C.4 - PAINTING

C.4.1 Painting and Protective Coating

a. General. - Ferrous metal surfaces shall be cleaned and painted in accordance with Tabulation No. 1.

<p>Tabulation No. 1. -</p> <p>The exterior ferrous surfaces of the items listed below shall be painted or coated in accordance with this tabulation.</p> <p>Items to be painted or coated:</p> <p style="padding-left: 40px;">a. Support framework for cooling coils.</p>		
Paint or coating materials	Number and thickness of coats	Surface preparation method
<p>Base coats:</p> <p>Categories: IE-1A1 IE-1C IE-1D (Use manufacturer's standard colors.)</p>	<p>2 or more coats to produce a minimum total DFT of 12 mils plus edge coat</p>	<p>NACE No. 2 or SSPC-SP10</p>

T-TAB19A.596

b. Paint and coating materials approval. -

(1) General. - Prior to use or application of materials, the contractor shall submit to the Government, for approval, copies of the paint manufacturer's product data sheets, paint manufacturer's application data sheets, and certifications of all coatings, as specified herein. However, acceptance of the material under the clause entitled "Inspection of Supplies - Fixed Price" will not be made until the material has been satisfactorily applied and the equipment, metalwork, and prepainted and precoated items are delivered to the jobsite.

(2) Submittals. - Paint manufacturer's product data sheets, paint manufacturer's application data sheets, and certifications of all coatings shall be submitted in accordance with this paragraph and paragraph C.1.3 (Submittal Requirements). Each submittal shall be identified with the material specifications, the batch or lot represented, the color, the quantity ordered, and the Bureau of Reclamation contract number.

(a) Manufacturer's product data sheet. - The product data sheet shall include the composition of the coating material, physical characteristics, and the coating system

performance requirements. This shall include the salient characteristics of the paint or coating material.

(b) Manufacturer's application data sheet. - The application data sheet shall include the classification and type of surface preparation, acceptable methods of application, application rates, length of drying or curing time, climatic conditions necessary for application, number and thickness of coats (DFT).

(c) Certification. - The manufacturer's certification shall be furnished for all coatings and related materials for each type, batch, lot, and color of material.

The certification shall state that the material is of the same composition as material which previously has been found to comply with these specifications.

The contractor shall be responsible for the accuracy of all certifications or data contained therein whether submitted by the contractor, a manufacturer, a supplier, a subcontractor, or others.

(3) Qualification of coating applicators. - Each coating applicator shall be skilled and experienced in the application of each coating material which they will apply under this contract. Prior to commencement of painting application, the contractor shall submit written evidence that each coating applicator meets the experience requirements listed below for each coating material they will apply.

The contractor shall furnish for approval for each applicator for each coating material either (a) or (b), as follows:

(a) Data showing that the applicator has successfully completed training in the use of the coating material (including surface preparation; mixing; and application) on applications similar to those specified in these specifications and has obtained certification as a qualified applicator of the coating material from the coating material manufacturer; or

(b) Data showing that the applicator has a minimum of 500 hours of on-the-job experience in the application of the coating material under conditions and with materials similar to those specified in these specifications. Data may include, but is not limited to, a list of projects where the applicator has applied the coating material, including project name and location; type of structure; owner's name, address, and phone number; and application date.

c. Specified Coating Categories. - The specific coating categories referenced in the coating tabulations by an alphanumeric name are listed in this section. These coating categories identify the product name and manufacturer, if known, and describes in detail the coating's generic composition, physical characteristics, and performance requirements for each coating system or its equivalent coating system if allowed.

d. Available manufacturers. - Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:

- (1) Ameron
- (2) Tnemec Company, Inc.
- (3) Devoe Coatings

## Category IE-1A1

Category IE-1A1 coating system shall be Amerlock 400/400 cure; as manufactured by:

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Ameron  
 PO Box 1020  
 Brea CA 92622-1020  
 (714) 529-1951,

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or equal, having the following salient characteristics:

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## COMPOSITION:

Self-priming, two-component, polyamide epoxy coating

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## PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.5 pounds per gallon, (175.6 grams per liter), maximum
Minimum curing temperature:	50°F
Mixed usable pot life at 70°F:	2 hours, minimum
Recoating time at 70°F	16 hours, minimum; 2 months maximum
Mixing ratio:	1 to 1, by volume
Application method:	Brush, roller, conventional, or airless spray
Time before immersion after the final coat has been applied at 70°F:	7 days, minimum

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## COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870-92)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870-92, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test (ASTM 4587-91, ASTM G 53-94)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214-89) or color difference (ASTM D 2244-93).
Flexibility (ASTM D 522, 180° bend over 1-inch mandrel):	passes
Pencil hardness (ASTM D 3363):	2B, minimum
Pulloff Adhesion (ASTM D 4541-93) (Elcometer)	greater than 500 psi
Tape adhesion (ASTM D 3359-93)	equal to or better than 4A
Cathodic disbondment: (Applicable tests includes but are not limited to: ASTM G 8-90, ASTM G 42-90, ASTM G 95-87)	Has passed a recognized standard cathodic disbondment test.

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## Category IE-1C

Category IE-1C coating system shall be Tnemec, Series 69, Hi-Build Epoxoline II; as manufactured by:

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Tnemec Company, Inc.  
 PO Box 411749  
 Kansas City MO 64141  
 (816) 483-3400,

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or equal, having the following salient characteristics:

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## COMPOSITION:

Self-priming, two-component, amine, adduct-cured epoxy

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## PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.36 pounds per gallon, (163 grams per liter), maximum
Minimum curing temperature:	50°F
Mixed usable pot life at 70°F:	2 hours, minimum
Recoating time at 70°F:	18 hours, minimum; 14 days maximum
Mixing ratio:	1 to 1, by volume
Application method:	Brush or roller (small areas only); conventional, or airless spray
Time before immersion after the final coat has been applied at 70°F:	7 days, minimum

---

## COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870-92)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870-92, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test (ASTM 4587-91, ASTM G 53-94)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214-89) or color difference (ASTM D 2244-93).
Flexibility (ASTM D 522, 180° bend over 1-inch mandrel):	passes
Pencil hardness (ASTM D 3363):	2B, minimum
Pulloff Adhesion (ASTM D 4541-93) (Elcometer)	greater than 500 psi
Tape adhesion (ASTM D 3359-93)	equal to or better than 4A

Category IE-1C

Cathodic disbondment: Has passed a recognized standard cathodic  
(Applicable tests includes but are not limited to: ASTM G 8-90, ASTM G 42-90,  
ASTM G 95-87) disbondment test.

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## Category IE-1D

Category IE-1D coating system shall be Bar-Rust 236; as manufactured by:

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Devoe Coatings  
4000 Dupont Circle  
Louisville KY 40207  
(502) 897-9861,

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or equal, having the following salient characteristics:

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## COMPOSITION:

Self-priming, two-component, amine, adduct-cured epoxy

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## PHYSICAL CHARACTERISTICS:

Volume solids:	80 percent, minimum
VOC (as supplied):	1.41 pounds per gallon, (170 grams per liter), maximum
Minimum curing temperature:	0°F <sup>1</sup>
Mixed usable pot life at 70°F:	4 hours, minimum
Induction time at 77°F:	15 minutes, maximum
Recoating time at 70°F:	3 hours, minimum; 1 month maximum
Mixing ratio:	4 to 1, by volume
Application method:	Brush or roller (small areas only); conventional, or heavy-duty airless spray (preferred)
Time before immersion after the final coat has been applied at 70°F:	7 days, minimum

---

## COATING SYSTEM PERFORMANCE REQUIREMENTS:

Fresh/Deionized water immersion test: (ASTM D 870-92)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
Salt water immersion test: (ASTM D 870-92, ASTM D 1141 formula A with no heavy metals)	passes 3,000 hour test with aerated water held at ambient temperatures with no blisters evident on either the scribed or unscribed sides.
QUV Accelerated weathering test (ASTM 4587-91, ASTM G 53-94)	passes 3,000 hour test with no blisters evident on either the scribed or unscribed sides, minimal chalking (ASTM D 4214-89) or color difference (ASTM D 2244-93).
Flexibility (ASTM D 522, 180° bend over 1-inch mandrel):	passes
Pencil hardness (ASTM D 3363):	2B, minimum
Pulloff Adhesion (ASTM D 4541-93) (Elcometer)	greater than 500 psi
Tape adhesion (ASTM D 3359-93)	equal to or better than 4A

Category IE-1D

Cathodic disbondment: Has passed a recognized standard cathodic  
(Applicable tests includes but are not limited to: ASTM G 8-90, ASTM G 42-90,  
ASTM G 95-87) disbondment test.

<sup>1</sup> Exceptional precautions are required when the surface temperature is below 40°F.

## SUBSECTION C.5 - PAYMENT

### C.5.1 Payment

Payment for the designing, fabricating and delivering the generator thrust bearing oil coolers shall be made at the respective unit price bid therefor in the schedule, which price shall include the cost of materials, equipment, labor, incidentals, machining, and packaging and shipping of the final product to Davis Dam.

## SUBSECTION C.6 - DRAWINGS

### C.6.1 Drawings, General

The drawings show typical existing generator thrust bearing oil cooler configurations, bearing pot major dimensions, and water connection details. Except as otherwise provided, the drawings are not to be considered as defining the design of the equipment to be furnished, but are merely illustrative of the technical requirements. The Contractor shall determine whether the Contractor-proposed equipment/components are fully compatible with the illustrative design shown on the drawings. If the Contractor finds that the proposed equipment/components are not compatible with the design shown on the drawings, the Contractor shall elect to furnish either equipment/components that are compatible with the design shown on the drawings or propose a new design which will be compatible with the Contractor-proposed equipment/components. If the Contractor elects to propose a new design, approval will be required from the Contracting Officer's Representative prior to using the proposed design. In case of a difference between the drawings and technical requirements, the technical requirements shall govern.

### C.6.2 List of Drawings

The following drawings, located in Attachment No. 1, are made a part of the specifications:

Sheet No.	Drawing No.	Drawing Title
1.	W-9079936	Assembly Waterwheel Driven Generator
2.	T-8600097	Bearing Oil Cooler Assembly (with material list [3 pages])
3.	W-9169065	Piping Plan
4.	T-9366195	Bearing Housing Cover - Thrust Bearing
5.	T-9366295	Thrust Bearing Oil Baffler
6.	T-9745010	Oil Baffle

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](mailto: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) WBR 1452.215-81 General Proposal Instructions -- Bureau of Reclamation (Jul 1997)

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

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

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

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

VOLUME ONE shall contain:

(1) Manufacturer’s Experience information.

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

(2) Manufacturing Facilities Information.

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

(3) Delivery.

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

(4) Past Performance Information -

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

of contract; contract number; dates of performance; and a brief description of the project.

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

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

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

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

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

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

VOLUME TWO shall contain:

(1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";

(2) A fully completed set of the "SF-1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items.

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

(D) 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.

(E) 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) Company facilities: 5%
- (2) Experience 20%
- (3) Past performance: 25%
- (4) Price: 35%
- (5) Delivery: 15%

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Evaluation factor (1) above, company facilities, comprises 5%, evaluation factor (2) above, experience, comprises 20%, evaluation factor (3) above, past performance comprises 25%, evaluation factor (4) above, price, comprises 35% and evaluation factor (5) above, delivery, comprises 15% of the total evaluation weight.

(b) Relative Weight of Evaluation Factors.

(1) Company facilities, 5%. Assurances that the facility to be utilized to manufacture the required items is of the highest standards is of considerable importance and all aspects of this item will be evaluated.

(2) Experience, 20%. The offeror's previous experience is of considerable importance and all aspects of this item will be evaluated. Evidence shall be furnished of the offeror's experience in the designing and fabricating generator thrust bearing oil coolers.

(3) Past performance, 25%. Past performance of all offerors is required to be evaluated on all Government acquisitions and is of considerable importance. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

(4) Price. This evaluation factor will comprise 35% of the total evaluation weight.

(5) Delivery. This evaluation factor will comprise 15% of the total evaluation weight. As one generator thrust bearing oil cooler (to be delivered no later than February 15, 2000) is the critical item for delivery, the total evaluation weight for this factor is 15%. No evaluation will be performed on the remaining five generator thrust

bearing oil coolers (to be delivered no later than September 30, 2000) if an earlier date is proposed.

Delivery of these items within the time frame required in paragraph II.2.(C), 52.211-8, Time of Delivery, of this solicitation or earlier is of considerable importance. Offerors will be evaluated against the earliest delivery time proposed for the first generator thrust bearing oil cooler (to be delivered no later than February 15, 2000). If no offerors propose an earlier date than required, all offerors meeting the required date will receive the maximum points available. Offers placing conditions of delivery (e.g., award of contract by a specific date, etc.) will not be considered for award. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

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

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

(a) Definitions. As used in this provision:

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of

its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) Small disadvantaged business concern. **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it  is,  is not a women-owned small business concern.

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

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

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

\_\_\_\_\_

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

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

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

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

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

Number of Employees	Average Annual Gross Revenues
__ 50 or fewer	__ \$1 million or less
__ 51-100	__ \$1,000,001-\$2 million
__ 101-250	__ \$2,000,001-\$3.5 million
__ 251-500	__ \$3,500,001-\$5 million
__ 501-750	__ \$5,000,001-\$10 million
__ 751-1,000	__ \$10,000,001-\$17 million
__ Over 1,000	__ 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”:

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(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":

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(Insert line item numbers)

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and ) are, ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

99-SQ-30-0008

ATTACHMENT NO. 1

**DRAWINGS**  
*(Not Available Online)*

Contact issuing office to request a copy be mailed to you:

Tel: (702) 293-8588

Fax: (702) 293-8499

E-mail: [crotheim@lc.usbr.gov](mailto:crotheim@lc.usbr.gov)