



99-SQ-30-0036
REQUEST FOR QUOTATION
COMMERCIAL ITEM ACQUISITION

Manufacturing and Refurbishing of Gearboxes for Spillway Gate Hoists

Parker Dam Parker - Davis Project Arizona - California

Lower Colorado Regional Office
Boulder City, Nevada

2000

United States Department of the Interior
Bureau of Reclamation



www.lc.usbr.gov/~g3100

REFURBISHING OF GEARBOXES
FOR SPILLWAY GATE HOISTS
PARKER DAM
PARKER - DAVIS PROJECT
ARIZONA - CALIFORNIA

FOREWORD

Parker Dam is located on the California - Arizona border, 20 miles south of Lake Havasu City, Arizona.

The work to be performed consists of refurbishing (10) gearboxes. Each of the five 50' x 50' spillway regulating gate hoists has a left-hand gear box and a right-hand gear box.

Principal features of the work include the following:

- a. Loading and transporting the gearboxes from the Parker Dam Warehouse to the Contractor's facilities and return upon completion of the work.
- b. Fabrication of 10 new worm gears.
- c. Refurbishment of all 10 existing worm gear wheels/hubs and shafts.
- d. Disassembly of gearboxes; inspecting and testing worms, worm shaft bearings, worm gear shafts, and worm gear shaft bushings. Determine which of these items are or are not suitable for reuse. Clean and lubricate those items suitable for reuse.
- e. Fabrication and replacement of worms, worm shaft bearings, worm gear shafts and worm gear shaft bushings if required. Replacement of all worm gear shaft keys, worm shaft packing, worm shaft lock washers, and worm shaft lock nuts as required.
- f. Removing and disposing existing gearbox coatings and applying new coatings as specified.

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

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER PAGE 7 OF 91 PAGES

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

0031500065

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	See Block 31c.		00-SQ-30-0036	3/24/00

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Sherry Gossett (e-mail: sgossett@lc.usbr.gov)	(702) 293-8653	4/24/00 @ 4:00 PM PDT

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
	LC-3114	<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 3462 SIZE STANDARD: 500 employees	<input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
	LCD-P10	Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470	LC-3130

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

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> 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)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> 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: <input type="checkbox"/>
--	---

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	33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT	37. CHECK NUMBER
		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	40. PAID BY
		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
 Parker Dam Field Division
 Parker Dam Warehouse
 Hwy. 95, Parker Dam CA 92267

(b) Deliveries will be accepted between 6:30 a.m. to 3:00 p.m., local time, Monday through Thursday. Point of contact for delivery information is Mr. Carlton D. Smith, Parker Dam Manager, telephone (760) 663-3712.

2. Block 16: Government Administration Personnel

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

Kenneth A. Miller (Mail Code: LC-3130), Contracting Officer
 Bureau of Reclamation, Lower Colorado Regional Office
 P.O. Box 61470, Boulder City NV 89006-1470

<i>Phone No.</i>	(702) 293-8460		<i>Fax No.</i>	(702) 293-8499
<i>E-mail</i>	kmiller@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. Larry Kyes (LC-6400), Bureau of Reclamation, Lower Colorado Dams Facilities Office, P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Mr. Kenneth A. Miller (LC-3130), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006-1470.

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

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
SCHEDULE 1					
<i>Definite Delivery Items; Requirements:</i>					
1.	Remove existing gearboxes from the Parker Dam Warehouse and return gearboxes upon completion of work.	10	each	\$	\$
2.	Fabricate new worm gears.	10	each	\$	\$
3.	Disassemble, inspect, test, refurbish, and reuse worm.	10	each	\$	\$
4.	Disassemble, inspect, test, refurbish, and reuse worm gear shafts.	10	each	\$	\$
5.	Disassemble, test, clean, refurbish, and reuse worm shaft ball bearings in each gearbox.	30	each	\$	\$
6.	Disassemble, inspect, refurbish, and reuse worm gear shaft bushings in each gearbox.	30	each	\$	\$
7.	Refurbish gearbox housing and worm gear wheel.	10	each	\$	\$
8.	Removal and disposal of lead base paint. Recoat each gearbox.	10	each	\$	\$
Total For Schedule 1					\$
SCHEDULE 2					
<i>Indefinite Delivery Items; Requirements, Task Order Items:</i>					
9.	Fabricate and install new worm.	10	each	\$	\$
10.	Fabricate and install new worm gear shaft.	10	each	\$	\$
11.	Fabricate and install new worm shaft ball bearings.	30	each	\$	\$
12.	Fabricate and install new worm gear shaft bushings.	30	each	\$	\$

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Total For Schedule 2					\$
Total For Schedules 1 and 2					\$

6. Performance Period for Services under Schedules 1 and 2.

The overall performance period of this work consists of the following time periods:

(a) The Government will issue the Notice of Award with the Base Schedule. Performance period for the Base Schedule will be reflected in the Proposed Delivery Schedule or, if blank, the Desired Delivery Schedule commencing on the date of the Notice of Award.

(b) If any work is ordered under Schedule 2, the performance period for Schedule 2 will not be extended beyond the performance period for Schedule 1. The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause II.2.1, 52.216-18 Ordering, and Section III of the Performance Work Statement).

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 post acceptance 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.

2.1 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

2.2 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 requirement to fabricate and install new worm, new worm gear shaft, new worm shaft ball bearings, new worm gear bushings, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the option Schedule.

(b) Maximum order. The Contractor is not obligated to honor any order or combination of orders in excess of 10 requirements to fabricate and install new worm, 10 requirements to fabricate and install new worm gear shaft, 30 requirements to fabricate and install new worm shaft ball bearings and 30 requirements to fabricate and install new worm gear shaft bushings, over the period covered by the option Schedule.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

2.3 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final contract completion date.

2.4 52.211-9 Desired and Required Time of Delivery (Jun 1997)

(1) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE		
Item No.	Gate Number & Quantity	Required Delivery Time
1	Gate Hoists for Gate 3 Two (2) Gearboxes	Within 70 Calendar Days after receipt of a written Notice of Award
2	Gate Hoists for Gate 4 Two (2) Gearboxes	Within 100 Calendar Days after receipt of a written Notice of Award
3	Gate Hoists for Gate 1 Two (2) Gearboxes	Within 130 Calendar Days after receipt of a written Notice of Award
4	Gate Hoists for Gate 2 Two (2) Gearboxes	Within 160 Calendar Days after receipt of a written Notice of Award
5	Gate Hoists for Gate 5 Two (2) Gearboxes	Within 190 Calendar Days after receipt of a written Notice of Award

(a) The Gear Boxes for gate hoists for Gates 3 and 4 will be available to the Contractor on the date of written notice of award.

(b) The Gear Box for gate hoists for Gate 1 will be available to the Contractor upon delivery of the Gear Box for Gate 3.

(c) The Gear Box for gate hoists for Gate 2 will be available to the Contractor upon delivery of the Gear Box for Gate 4.

(d) The Gear Box for gate hoists for Gate 5 will be available to the Contractor upon delivery of the Gear Box for Gate 1.

(2) If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE		
Item No.	Gate Number & Quantity	Required Delivery Time
1	Gate Hoists for Gates 3 and 4 Four (4) Gearboxes	Within 100 Calendar Days after receipt of a written Notice of Award
2	Gate Hoists for Gates 1 and 2 Four (4) Gearboxes	Within 200 Calendar Days after receipt of a written Notice of Award
3	Gate Hoists for Gate 5 Two (2) Gearboxes	Within 230 Calendar Days after receipt of a written Notice of Award

(a) The Gear Boxes for gate hoists for Gates 3 and 4 will be available to the Contractor on the date of written notice of award.

(b) The Gear Boxes for gate hoists for Gates 1 and 2 will be available to the Contractor ten (10) calendar days after delivery of the Gear Boxes for Gates 3 and 4.

(c) The Gear Boxes for gate hoists for Gate 5 will be available to the Contractor upon delivery of the Gear Boxes for Gates 1 and 2.

(3) Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. If the offeror proposed no other delivery schedule, the required delivery schedule above will apply.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable required delivery period. Offers that propose delivery that will clearly not 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.	Gate Number & Quantity	Date Proposed
1	Gate Hoists for Gate 1 Two (2) Gearboxes	
2	Gate Hoists for Gate 2 Two (2) Gearboxes	
3	Gate Hoists for Gate 3 Two (2) Gearboxes	
4	Gate Hoists for Gate 4 Two (2) Gearboxes	
5	Gate Hoists for Gate 5 Two (2) Gearboxes	

IMPORTANT NOTE: Offers will be evaluated as outlined in the provision at FAR 52.212-2, Evaluation--Commercial Items.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

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

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

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

(b) Supplies or services:

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

3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Feb 2000)

(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).

(2) 52.225-13 Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 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:

 / (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 (Mar 1999) (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) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).
- _____ (17) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- / (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _____ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _____ (21) [Reserved]
- _____ (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:

- / (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.).
- (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(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/SPECIFICATIONS/WORK STATEMENT

SUBSECTION III.1 - GENERAL

III.1.1. The Requirement

It is required there be, refurbished and delivered complete in accordance with the contract provisions and clauses, these specifications, including the drawings listed in Section III.4.7.2. hereof, Gearboxes for the 50' x 50' Regulating Gate Hoists for Parker Dam, Parker-Davis Project, Arizona–California.

The gearboxes being refurbished under these specifications are required for operation of the 50' x 50' regulating gate hoists at the above-named installation which is located about 20 miles south of Lake Havasu City, Arizona.

The refurbished gearboxes will not be installed under this contract.

III.1.2. Description of the Work

The work to be performed consists of refurbishing (10) gearboxes. Each 50' x 50' spillway regulating gate hoist has a left-hand gearbox and a right-hand gearbox.

Principal features of the work include the following:

- a. Load and transport the gearboxes from the Parker Dam Warehouse to the Contractor's facilities and return upon completion of the work.
- b. Fabricate 10 new worm gears
- c. Refurbish all 10 existing worm gear wheels/hubs and shafts. Replace all worm gear shaft keys with new keys.
- d. Inspect all worm gear shaft bushings. Clean, lubricate and reuse all worm gear shaft bushings that are not excessively worn or damaged. Replace all worm gear shaft bushings that are excessively worn or damaged with new bushings.
- e. Inspect all worm gear shafts. Clean and reuse all worm gear shafts that are not damaged. Replace all worm gear shafts that are damaged or cannot be reused. Replace all worm gear shaft keys with new keys.
- f. Inspect and test all worms. Determine worms that can be reused (based on inspection and testing). Clean and reuse those worms. Fabricate and replace worms that cannot be reused.
- g. Inspect all worm shaft bearings for wear or damage. Replace all excessively worn or damaged worm shaft bearings with new ball-type bearings. Clean, repack and reuse

all worm shaft bearings that are not worn or damaged. Replace all worm shaft packing, lock washers and lock nuts as required.

- h. Removing and disposing existing gearbox coatings and applying new coatings as specified.

III.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 an RSN (Required Submittal Number). 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 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 number 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, the bidding schedule number, and the item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked 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 delivery 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 delivery of the materials or equipment.

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 20 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 the address listed below that is not sent the submittal.

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

- (1) Contracting Officer, Attn: LC-3130
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, Nevada 89006-1470

- (2) Bureau of Reclamation
Lower Colorado Dams Facilities Office
Regional Engineer, Attn: LC-6000
P.O. Box 60400
Boulder City, Nevada 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 clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
01	Request for Payment	52.212-4(i) and 52.232-34	CO	Payment Information	1	0	After award but no later than 15 days prior to initial request for payment.
02	Cleanup and Disposal of Waste Materials	III.3.1.	RE	Plan for removal, containment, and disposal of lead-based paint.	1	1	Not less than 10 days prior to removal of existing paint.
03	Inspection of Gear Teeth	III.4.2.5.	RE	1) Gear Accuracy test method and practice	0	2	Prior to tests
				2) Surface roughness test method and practice	0	2	Prior to tests
				3) Surface hardness test method and practice	0	2	Prior to tests
				4) Inspections	0	2	Within 7 days of inspections
04	Certifications	C.4.3.2.c	RE	1) Certifications & test reports for raw materials	0	2	Upon completion of the work and prior to shipment.
				2) Certifications & test reports for inspections of gear teeth	0	2	Upon completion of the work and prior to shipment.
				3) Certifications and test reports for inspection of representative test coupons	0	2	Upon completion of the work and prior to shipment.
				4) Certifications & test reports for worm gear wheel accuracy	0	2	Upon completion of the work and prior to shipment.
				5) Certifications and test reports for housing accuracy	0	2	Upon completion of the work and prior to shipment.
				6) Certifications and test reports for shaft accuracy	0	2	Upon completion of the work and prior to shipment.
				7) Records of heat treatment including any charts or reports	0	2	Upon completion of the work and prior to shipment.
				8) Contractor's in-house quality assurance inspection reports	0	2	Upon completion of the work and prior to shipment.

RSN	Item	Reference clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
04	Certifications (Continued)			9) Records certifying all worms conform to requirements	0	2	Upon completion of the work and prior to shipment.
				10) Records certifying all worms and worm gears conform to requirements	0	2	Upon completion of the work and prior to shipment.
				11) Contractor's statement of compliance	0	2	Upon completion of the work and prior to shipment.
05	Test Reports	III.4.3.3.e	RE	Test report that certifies gearbox conformance.	0	2	Within 7 days of testing.
06	Engineering Drawings and Data	III.4.6.1.(1)	RE	(a) Engineering drawing of worm	0	2	Before fabrication or procurement
				(b) Engineering drawing of worm gear	0	2	Before fabrication or procurement
				(c) Engineering drawing of thrust washers	0	2	Before fabrication or procurement
				(d) Metallurgical and geometric data of worm	0	2	Before fabrication or procurement
				(e) Metallurgical and geometric data for worm gear	0	2	Before fabrication or procurement
				(f) Bearing data	0	2	Before fabrication or procurement
				(g) Load/life calculations for gears and bearings	0	2	Before fabrication or procurement
				(h) Lubrication data	0	2	Before fabrication or procurement
07	Quality Assurance Plan	III.4.6.1.(2)	RE	Quality assurance plan	0	2	Prior to manufacture
08	Manufacturing Schedule	III.4.6.1.(3)	RE	Manufacturing schedule	0	2	Prior to manufacture
09	Documentation Approval	III.4.6.2.	RE	Documentation approval	0	2	Prior to shipping
10	Instruction Manuals	III.4.6.3.	RE	Gearbox instruction manuals	0	4	Within 5 days after gearbox shipment
11	Painting Requirements	III.4.3.3.	RE	Documentation (manifest) showing legal disposal of lead based paints removed during surface preparation.	1	2	Within 20 days of removal of lead-based paints and prior to final acceptance.
12	Painting Requirements	III.4.3.4	RE	Catalog cut sheet and technical specification sheet for each paint.	0	2	At least 20 days prior to purchase and/or use of paints.

RSN	Item	Reference clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
13	Release of Claims	1452.204-70	CO	Release of Claims (DI-137) against the United States.	1	1	After completion of the work and prior to final payment.

* CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph III.1.3.e. entitled "Addresses."

SUBSECTION III.2 - MATERIALS AND WORKMANSHIP

III.2.1. Materials and Workmanship

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 most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the 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.

Liberal factors of 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.

III.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 Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's 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.

b. Inspection of materials.--Materials furnished by the Contractor which will become a part of the completed work shall be subject to inspection in accordance with the clause entitled "Inspection of Supplies" at any one or more of the following locations, as determined by the Contracting Officer: at the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, copies in triplicate of purchase orders, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause in entitled "Inspection of Supplies," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the site of the delivery.

III.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 editions or revisions listed in these specifications. 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 (i) of the provision at FAR 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, PO 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.

III.2.4. Definitions - The terms used in the specification are defined as follows:

Gearbox refers to the complete assembly of gears, shafts, bearings, housing, seals, lubrication system, and associated components.

Pinion (worm) refers to the smallest of a pair of gears. For this speed reducer gearbox, the pinion is a worm. It is the driving gear.

Gear (worm gear) refers to the largest of a pair of gears. However, when something is applicable to both the pinion and gear, the term "gear" or "worm gear" may be used to apply to both. For this speed reducer gearbox, the worm gear is the driven gear.

Gearset refers to a worm and worm gear that are intended to run together.

Wheel refers to the cast steel hub that is bolted to the bronze worm gear.

AFBMA refers to the Antifriction Bearing Manufacturers Association.

AGMA refers to the American Gear Manufacturers Association.

AISI refers to the American Iron and Steel Institute.

AMS refers to Aerospace Material Specification.

ANSI refers to the American National Standards Institute.

ASTM refers to the American Society for Testing and Materials.

UNS refers to the unified numbering system for designating chemical composition of materials.

III.2.5. Applicable Documents - The following standards, codes, drawings, and specifications shall form a part of this specification.

Number	Title
AGMA 923-AXX	Metallurgical Specifications for Steel Gearing
AMS 2301 (1996)	Aircraft Quality Steel Cleanliness, Magnetic Particle Inspection Procedure
ANSI/AFBMA Std 9-1990	AMERICAN NATIONAL STANDARD - Load Ratings and Fatigue Life for Ball Bearings
ANSI/AGMA 2001-C95	AMERICAN NATIONAL STANDARD - Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth

Number	Title
ANSI/AGMA 2004-B89 (1995)	AMERICAN NATIONAL STANDARD - Gear Materials and Heat Treatment Manual
ANSI/AGMA 2007-B92	AMERICAN NATIONAL STANDARD - Surface Temper Etch Inspection After Grinding
ANSI/AGMA 2011-A98	AMERICAN NATIONAL STANDARD - Cylindrical Worm gear Tolerance and Inspection Methods
ANSI/AGMA 6001-D97	AMERICAN NATIONAL STANDARD - Design and Selection of Components for Enclosed Gear Drives
ANSI/AGMA 6022-C93	AMERICAN NATIONAL STANDARD - Design Manual for Cylindrical Worm gear
ANSI/AGMA 6025-D98	AMERICAN NATIONAL STANDARD - Sound for Enclosed Helical, Herringbone, and Spiral Bevel Gear Drives
ANSI/AGMA 6034-B92	AMERICAN NATIONAL STANDARD - Practice for Enclosed Cylindrical Worm gear Speed Reducers and Gearmotors
ANSI/AGMA 9005-D94	AGMA STANDARD Specification - Industrial Gear Lubrication
ASTM A 255 (1999)	Standard Test Method for End-Quench Test for Hardenability of Steel
ASTM A 388 (1984)	Practice for Ultrasonic Examination of Heavy Steel Forgings
ASTM A 534 (1994)	Specification for Carburizing Steels for Anti-Friction Bearings
ASTM B 208 (1996)	Practice for Preparing Tension Test Specimens for Copper Alloy for Sand, Permanent Mold, Centrifugal, and Continuous Castings
ASTM B 505 (1996)	Standard Specification for Copper-Base Alloy Continuous Castings
ASTM E8 (1999)	Standard Test Methods for Tension Testing of Metallic Materials
ASTM E10 (1998)	Standard Test Method for Brinell Hardness of Metallic Materials
ASTM E 112 (1996)	Standard Test Method for Determining the Average Grain Size
ASTM E 165 (1995)	Standard Test Method for Liquid Penetrant Examination
ASTM E 709 (1995)	Guide for Magnetic Particle Examination

SUBSECTION III.3 - ENVIRONMENTAL QUALITY PROTECTION

III.3.1. Cleanup and Disposal of Waste Materials

a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations, with applicable requirements of Reclamation's publication "Reclamation Safety and Health Standards," and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.

b. Disposal of hazardous waste and materials.--Materials or wastes, defined as hazardous by 40 CFR 261.3; Federal Standard 313, as amended; or by other Federal, state, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, state, and local laws and regulations.

Concerning removal and disposal of lead-based paint, the Contractor shall submit to the Contracting Officer a written plan covering the sampling, air monitoring, removal procedures, employee certifications, disposal facility used, manifests, and all certificates of disposal. The plan shall be submitted in accordance with Paragraph C.1.3. (Submittal Requirements).

c. Disposal of other nonhazardous waste materials.--

(1) Disposal by removal.--Waste materials to be disposed of by removal from the service area shall be removed prior to completion of the work under these specifications. All materials removed shall become the property of the Contractor.

Waste material shall be dumped only at an approved sanitary landfill. The Contractor shall make any necessary arrangements with private parties and county officials pertinent to locations and regulations of such landfills, and shall pay any fees or charges required for such dumping. In lieu of transporting the old tubing to the landfill and paying disposal fees, the Contractor may recycle the old tubing as scrap metal.

d Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices bid in the schedule for other items of work.

SUBSECTION III.4 - TECHNICAL REQUIREMENTS

III.4.1 General - The existing gearboxes for the 50' x 50' regulating gate hoists shall be refurbished. The gearboxes drive chain-sprocket hoists that are used to raise and lower five spillway-regulating gates at Parker Dam. Each gate hoist has one right-hand gearbox and one left-hand gearbox. See drawing 231-D-349 for general arrangement. A shear pin coupling limits maximum load. Technical data for the hoists are as follows:

Operation: intermittent; approximately 8 hours, once per month.

Environment: Temperature range between 30°F and 150°F with relative humidity varying from 40 to 100 percent.

Motor type: Westinghouse model D326, variable speed induction with gear reduction.

Motor rating: 15 Hp, 1705 rpm, 189 rpm output speed, service factor = 1.15.

Normal hoisting speed: 0.662 fpm

Total lift of gate: 45 ft.

Loads (for rating gear and bearing lives): Load ratings shall conform to starting torque at the worm shaft of 21,170 lb-in. The maximum load rating is 40,000 in-lb (see paragraph 4.2.1.c).

Gearbox high-speed (worm) shaft: Nominal speed shall be 42 rpm. See drawing 231-D-350 for assembly instructions regarding hand of worm and direction of worm shaft extension.

Gearbox low-speed (worm gear) shaft: Single low-speed shaft, nominal speed of 0.5833 rpm. See drawing 231-D-358 for further information.

III.4.2. Basic Design

a. General - The gearbox is a single-reduction, foot-mounted, worm, right-angle-shaft speed reducer. A new worm gear, and if necessary a new worm, shall be designed in accordance with ANSI/AGMA 6022-C93 and ANSI/AGMA 6034-B92, and AGMA standards referenced herein, except as modified by this specification.

III.4.2.1. Ratings

a. Gear Rating - Pitting resistance and wear rating shall be calculated in accordance with ANSI/AGMA 6034-B92. Service factor shall be 1.25 minimum in accordance with ANSI/AGMA 6034-B92 based on starting torque specified in clause 2.4.

b. Bearing Rating – Worm bearing life shall be rated in accordance with ANSI/AFBMA Std 9-1990. Bearing life calculations shall be based on a reliability of 90%. Life adjustment factors for reliability, material, and environment shall be unity (1.0) for rating calculations. Bearing life shall be 1000 hours minimum based on starting torque specified in clause 2.4.

c. Maximum Load Rating - The gearbox shall be designed to withstand a momentary, maximum worm shaft torque of 40,000 lb-in. All major components of the gearbox including gears, keys, shafts, bearings, housing, and fasteners shall be capable of withstanding the maximum load without incurring excessive deflection or permanent deformation. Maximum load capacity shall be calculated in accordance with ANSI/AGMA 6022-C93, ANSI/AGMA 6034-B92, and ANSI/AGMA 6001-D97.

III.4.2.2. Worm Inspection and Fabrication

a. Worm – The worms shall be visually inspected for surface distress and magnetic particle inspected (for detection of cracks) to determine if it can be reused. Any evidence of surface distress, cracking, or failure to meet the applicable requirements of paragraph III.4.2.5 of these specifications is sufficient criterion for replacement of the worm. If a new worm is required, the Contractor shall notify the Contracting Officer in writing of its findings and recommendations for replacement and if warranted, the Contracting Officer will issue a Task Order to design and fabricate a new worm in accordance with ANSI/AGMA 6022-C93, ANSI/AGMA 6034-B92 and drawing 231-D-354 except as modified by this specification.

b. Manufacturing Process – The worm shall be carburized, hardened, ground, and polished.

c. Grinding Method – Thread profile shall conform to form ZA, ZN, ZK or ZI in accordance with ANSI/AGMA 6022-C93.

d. Worm Metallurgy - Heat treatment shall be in accordance with ANSI/AGMA 2004-B89. The worm pinion shall meet quality control requirements for grade 2 carburized and hardened gears in accordance with ANSI/AGMA 2001-C95 and this specification. Referee test methods used to evaluate conformance to metallurgical requirements of this specification shall be methods defined in AGMA 923-AXX unless otherwise specified herein.

e. Worm Raw Material

(1) Process - Steel shall be made by the electric furnace, vacuum-degassed process.

(2) Form - Material shall be steel forgings with a minimum reduction of 3:1 in cross sectional area, or wrought bars with a minimum reduction of 7:1 in cross sectional area.

(3) Steel Alloy – Steel alloy shall be AISI 4820H.

(4) Chemistry - Chemical analysis shall conform to specifications for the steel alloy, except sulfur and phosphorus contents shall not exceed 0.025%, and aluminum content shall not exceed 0.035%.

(5) Grain Size - Grain size shall be determined by the McQuaid-Ehn test in accordance with ASTM E 112. Grain size shall be 5 or finer.

(6) Hardenability - Hardenability shall be determined by the Jominy end-quench test in accordance with ASTM A 255. Hardenability shall be in the upper half of the "H" band. Vendor shall supply certification that hardenability is adequate for the gears and quench severity.

(7) Cleanliness - Vendor the Contractor shall supply certification that the steel is capable of meeting the cleanliness requirements of AMS 2301 or ASTM A 534.

(8) Ultrasonic Inspection - Forgings shall be inspected in accordance with ASTM A 388. Acceptance criteria shall be in accordance with ANSI/AGMA 2001-C95, grade 2, and shall apply from outside diameter to a distance below the finished tip diameter of at least two times tooth depth.

III.4.2.3. Worm Gear Fabrication

a. Worm Gear – The worm gear shall be designed and fabricated in accordance with ANSI/AGMA 6022-C93, ANSI/AGMA 6034-B92 and drawing 231-D-358 except as modified by this specification.

b. Manufacturing Process – The worm gear shall be centrifugally cast bronze and hobbled.

c. Hobbing Method – The hob shall have substantially the same profile as the worm. Hob oversize shall be designed to achieve contact patterns in accordance with subparagraph III.4.4.3.a.

d. Worm Gear Metallurgy – Worm gear metallurgy shall meet the requirements of ANSI/AGMA 2004-B89.

e. Worm Gear Raw Material.

(1) Process – Bronze shall be centrifugally cast.

(2) Form - Material shall be bronze casting.

(3) Bronze Alloy – Bronze alloy chemical composition shall be UNS C92500.

(4) Chemistry - Chemical analysis shall conform to specifications for the bronze alloy in accordance with ASTM B 505.

(5) Grain Size – Grain size shall be determined in accordance with ASTM E 112 at 75X magnification. Maximum grain size shall be 0.0014 inches in the rim, and 0.003 inches in the web.

(6) Tensile Test Specimens - Tensile test specimens shall be cast with the centrifugal casting in accordance with ASTM B 208. Tensile tests shall be performed in accordance with ASTM E 8.

(7) Mechanical Requirements - Tensile strength, yield strength, and elongation shall conform to specifications for the bronze alloy in accordance with ASTM B505.

(8) Hardness - Hardness shall be measured with a Brinell hardness tester using 500-kg load in accordance with ASTM E 10. A minimum of four equally spaced tests shall be made on the outside diameter and another four on each rim face. Hardness shall be 80 HB minimum.

(9) Dye Penetrant - Castings shall be liquid penetrant inspected in accordance with ASTM E 165. There shall be no indications anywhere on castings.

(10) Casting Repair - Castings shall not be repaired by welding or other means without prior approval from the Contracting Officer.

III.4.2.4. Worm Gear Wheel Inspection and Refurbishment

a. Runout of Mounting Flange – The worm gear wheel and worm gear shaft shall be mounted on centers and runout of the worm gear-mounting flange shall be inspected. If runout of the flange face and outside diameter exceeds 0.004 inches TIR, the surfaces shall be machined as necessary.

b. Thrust Washers – Each face of the worm gear wheel hub shall be machined to provide space for hardened and ground thrust washers. The thrust washers shall have 10.75 inch outside diameter and 6.02 inch inside diameter. The thickness of the thrust washers shall be nominally 0.125 inches, but the thickness shall be adjusted at assembly as necessary to achieve contact patterns in accordance with subparagraph III.4.4.3.a. The Contractor shall submit, for approval, engineering drawings for the thrust washers.

III.4.2.5. Inspection of Gear Teeth

a. General - Gear teeth of newly fabricated worm gears and worms shall conform to the following requirements. Reused worms shall also conform with the applicable requirements.

b. Basic Geometry - Basic geometry of gear teeth shall be 100% inspected, including but not limited to, numbers of teeth, outside diameters, tooth thicknesses, tip chamfers, end rounds, and edge rounds. The basic geometry shall be in accordance with the approved drawings.

c. Accuracy - Worm and worm gear tooth accuracy shall be measured in accordance with ANSI/AGMA 2011-A98. Worm gears shall be inspected after assembly with wheels and shafts. Worm and worm gear shall conform to grade 8 minimum. The gear accuracy test method and practice the contractor proposes to use shall be submitted to the Contracting Officer for approval prior to use.

- d. Grinding Stock Removal - Records shall be kept of all worm tooth grinding such that total grinding stock removal can be determined.
- e. Worm Tooth Surface Roughness - Worm shall be polished after grinding. Worm tooth surface roughness shall not exceed $R_a = 12 \mu\text{-in AA}$. The surface roughness test method and practice the contractor proposes to use shall be submit to the Contracting Officer for approval prior to use.
- f. Magnetic Particle Inspection – Worm teeth shall be 100% magnetic particle inspected in accordance with ASTM E 709 after final tooth finishing. There shall be no indications anywhere on teeth including tips, flanks, and root fillets.
- g. Surface Temper Inspection – Worm teeth shall be 100% inspected for surface temper in accordance with ANSI/AGMA 2007-B92 after final tooth finishing. The minimum acceptance criteria shall be class B, level 2 (AGMA 2007 FB2).
- h. Surface Hardness Inspection - Worm tooth surface hardness shall be measured on all worms with a portable hardness tester after grinding and polishing. Surface hardness shall be 58 HRC minimum. The hardness tester shall be set to record in HRC. The tester shall be calibrated just before and after testing, and after any delay in testing or shutdown of the tester. The calibration block shall be certified and of hardness 58 HRC. The surface hardness test method and practice the contractor proposes to use shall be submit to the Contracting Officer for approval prior to use.
- i. Inspection Frequency -Inspections of worm teeth shall be made on both sides of teeth. Inspection of surface roughness and surface hardness shall be made at three positions along the length of worm. Inspection of surface roughness shall be made on addenda, pitchline, and dedenda. Inspections shall be recorded with a copy provided to the Contracting Officer.

III.4.2.6. Inspection of Representative Test Coupons for Worms

a. General - Representative test coupons shall be made from the same alloy steel as worms they represent. Representative test coupons shall be approximately 3.5 inches diameter by approximately 8 inches long. Coupons shall accompany worms through all heat treatment. Properties shall be measured on a transverse slice from center of the coupon. Metallurgical properties of coupons shall meet requirements for grade 2 material in accordance with ANSI/AGMA 2001-C95. Additionally, coupons shall meet the following requirements:

(1) Case Hardness - Hardness measured at depth of finish grind shall be 58-62 HRC. The case microhardness test method and practice shall be negotiated between vendor and purchaser. If possible, the hardness tester shall record in HRC. The tester shall be calibrated just before and after testing, and after any delay in testing or shutdown of the tester. The calibration block shall be certified of hardness 58 HRC.

(2) Case Depth - Case depth shall be measured as the perpendicular distance from the surface to the depth where the equivalent hardness number is 50 HRC (542 HK₅₀₀) by conversion from a microhardness number. Case depth remaining after subtracting material removed during grinding shall be 0.098-0.140 inches.

(3) Core Hardness - Location for measuring core hardness shall be at the center of the representative test coupon. Core hardness shall be 21 HRC minimum.

(4) Case Microstructure - Case microstructure shall consist of tempered acicular martensite.

(a) Carbides - There shall be no carbide networks visible at 500X.

(b) Decarburization - Metallographic evaluation shall show no decarburization apparent at 500X. Surface of coupon shall be file hard. Hardness measured at 0.002-inch depth shall be 58 HRC minimum.

(c) Carbon Content – Surface carbon content shall be 0.65-0.85%.

(d) Microcracks - There shall be no microcracks visible at 500X.

(e) Secondary Transformation Products - Case microstructure shall consist of tempered acicular martensite containing not more than 5% quenching pearlite (often referred to as bainite) visible at 500X.

(f) Retained Austenite - Retained austenite shall be 30% maximum visible at 500X.

b. Core Microstructure - Core microstructure shall indicate that the worm was properly austenitized for hardening. No blocky ferrite shall be visible at 500X.

c. Post Carburizing Cold Treatment - Deep-freezing to meet microstructural requirements shall be avoided when practical. If post-carburizing cold treatment is required, it shall be preceded by 275°F temper, and followed by retemper at 300°F minimum.

III.4.2.7. Bearings

a. General – Worm shaft bearings and worm gear shaft bushings shall be inspected for excessive wear. If they are worn excessively, the Contractor shall notify the Contracting Officer in writing of its findings and recommendations for replacement and if warranted, the Contracting Officer will issue a Task Order to replace with new bearings or bushings. If they can be reused, they shall be cleaned and relubricated.

b. Bearing Type - Replacement worm shaft bearings shall be one pair of back-to-back angular contact bearings, plus one ball-bearing in accordance with drawing 231-D-354. The replacement worm gear shaft shall be bronze bushings as shown on drawing 231-D-355.

c. Worm Shaft Bearing Fits – Worm shaft bearing fits shall conform to bearing manufacturer recommendations.

III.4.2.8. Gearbox Housing

a. General - All gears are totally enclosed in a cast ductile iron housing. Dimensions and location of features are shown on drawing 231-D-355.

b. Housing Accuracy - The housing bores shall be inspected to ensure the worm gearset and bearings contact correctly.

c. Bore Covers - All bore covers, bearing retainer caps or seal retainer caps shall be sealed with suitable sealing compound and shall be provided with threaded holes to permit removal with jackscrews.

d. Housing Joint - The housing has a horizontal split plane through worm gear shaft bearing bores. It shall be assembled with suitable sealing compound. Gaskets shall not be used. Hardened, tapered dowel pins shall be provided to maintain alignment of housing halves. Threaded holes shall be provided to permit separating housing halves with jackscrews. Boltholes shall have chamfers to prevent burrs and ease bolt starting.

e. Mounting Feet – Mounting feet shall be free of burrs or other damage, and shall be protected at all times.

III.4.2.9. Worm Gear Shafts

a. General – The worm gear shafts shall be visually inspected and magnetic particle inspected to determine if they can be reused. If a new shaft is required, the Contractor shall notify the Contracting Officer in writing of its findings and recommendations for replacement and if warranted, the Contracting Officer will issue a Task Order to design and fabricate a new shaft in accordance with drawing 231-D-358 and ANSI/AGMA 6001-D97.

b. Shaft Materials - All shafts shall be hardened, alloy steel.

c. Shaft Hardness - All shafts shall have a surface hardness of 286 HB minimum.

d. Lifting Holes – Both ends of all shafts shall have threaded holes designed to accept eye bolts for lifting.

e. Shrink Fits – The worm gear wheel shall be shrink-fitted to the worm gear shaft. Interference shall be designed to transmit 1,843,200 lb-in torque. No benefit from keys shall be considered when calculating torque capacity.

f. Shaft Accuracy - Diameters of bores and shafts for all shrink fits shall be 100% inspected and recorded before shrink fitting.

g. Magnetic Particle Inspection - All shafts shall be 100% magnetic particle inspected in accordance with ASTM E 709 after final machining. Cracks are not acceptable.

III.4.2.10. Keys

- a. General - All keys shall be designed in accordance with ANSI/AGMA 6001-D97.
- b. Key Materials - All keys shall be through hardened, alloy steel.
- c. Key Hardness - All keys shall have a hardness of 286 HB minimum.
- d. Key Geometry – All keys shall have round ends. Each end shall have threaded holes to permit removal with jackscrews. All edges shall have chamfers.
- e. Key Slots – Key slots shall not extend into bearing journals or shaft shoulders. Inside corners shall have adequate radii. Edges shall be deburred or chamfered.
- f. Key/Shaft Fit - All keys shall be fitted to shaft keyways with interference fit.

III.4.2.11. Seals

- a. General - The high-speed worm shaft has a stuffing box with packing. The low-speed worm gear shaft has bronze bushings with grease fittings.
- b. High-Speed Worm Gear Shaft Oil Seal - The packing shall be Garlock No. 8913 or equivalent.

III.4.2.12. Hardware

- a. General – Unless otherwise specified, all fasteners shall be grade 5 or better. Fastener size, tightening torque, and engagement length shall be in accordance with ANSI/AGMA 6001-D97.
- b. Worm Gear Fasteners – Worm gear bolts shall be grade 8, 1-12 UNF-2A, 5 inches long.
- c. Worm Gear Washers - Hardened steel washers shall be used under bolt heads and nuts. Washers shall be 2 inch outside diameter by 0.25 inches thick. Washers shall be Bowman Bowmalloy heavy duty or equivalent.
- d. Assembly of Worm Gear Fasteners – Mounting surfaces of worm gear and wheel shall be clean and free of oil. Worm gear bolts and washers shall be assembled “as received” and shall not be lubricated. Worm gear bolts shall be tightened to 995 lb-ft wrench torque.
- e. Drain Valve - A ball valve shall be provided for draining lubricant from the gearboxes. A nylon plug shall be provided to seal the drain valve.

III.4.2.13. Gearbox Breather

- a. General - A large-capacity filtered breather shall be installed on the gearbox housing top inspection cover.
- b. Breather Type - Breather shall be a filtered desiccant type.

III.4.2.14. Gearbox Lubrication

- a. Lubricant Type - Lubricant shall be a synthetic worm gear oil in accordance with ANSI/AGMA 9005-D94.
- b. Lubricant Viscosity - Lubricant viscosity shall be ISO 680.
- c. Oil Sump Temperature - Oil sump temperature shall not exceed 130°F.
- d. Lubricant Maintenance - Lubricant shall be maintained in accordance with ANSI/AGMA 9005-D94.

III.4.3. Coating Requirements

- III.4.3.1. General - All existing painted surfaces of the gearboxes shall have existing coatings removed and be thoroughly cleaned, primed and repainted.
- III.4.3.2. Surface Preparation - Prior to other surface preparation, all oil and grease shall be removed from surfaces to be coated by the use of clean solvent and clean, lint-free wiping material. The existing metal surfaces to be coated shall be media-blasted to bare metal using abrasive blasting equipment in accordance with SSPC-SP6 to achieve a commercial grade blast.

The existing paint shall be treated as a lead-based paint. Removal, containment, monitoring, and disposal of waste material shall be performed in accordance with the regulations for disposal of hazardous waste. In accordance with paragraph III.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the contractor shall submit proof and documentation that these waste materials have been legally disposed of.

- III.4.3.3. Safety and Health - Surface preparation includes media-blasting to bare metal for complete removal of lead based paint and primers. The work area shall be prepared for full containment conditions, including air monitoring, air purification with filters, and worker safety and health monitoring.

All applicable Federal, state, and local requirements shall be followed during the removal of the existing lead-based paints and during the disposal of the hazardous waste debris. This includes the following Code of Federal Regulations (CFR) applicable to the removal, containment, and disposal of lead-based paints.

29 CFR 1910.34 -Respiratory Protection

29 CFR 1910.1000 -Toxic and Hazardous Substances - Air Contaminants, Permissible Exposure Limits (PEL's)

29 CFR 1910.1020 - Employee Access to Exposure and Medical Records.

29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists

29 CFR 1926.59 - Hazard Communication

29 CFR 1926.62 - Lead Exposure in Construction; Interim Final Rule

29 CFR 1926.103 - Respiratory Protection

40 CFR 261 - Identification and Listing of Hazardous Waste

40 CFR 262 - Standards Applicable to Generators of Hazardous Waste

40 CFR 263 - Standards Applicable to Transporters of Hazardous Waste

40 CFR 264 - Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

In case of conflict between reference standards listed above, the more stringent requirement will apply.

III.4.3.4. Coating Material - The coating materials shall be a self-priming, two-component, amine adduct-cured epoxy primer equal to Bar-Rust 235 as manufactured by Devoe Coatings, 4000 Dupont Circle, Louisville KY 40207. Two or more coats shall be applied to produce a minimum dry film thickness of 6 mils. The topcoat shall be a two-component aliphatic urethane enamel equal to Devthane 379 as manufactured by Devoe Coatings. One or more coats shall be applied to achieve a minimum dry film thickness of 3 mils. The topcoat color shall be equal to 1600 Clay Tan as manufactured by Devoe Coatings.

In accordance with Paragraph III.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the coating material.

III.4.4. Quality Assurance

III.4.4.1. General - The Contracting Officer reserves the right to witness Contractor's manufacturing, quality assurance, and testing procedures. Exercise of such rights shall not constitute a waiver of Contractor's warranty. The Contracting Officer shall have, after prior notification by the Contracting Officer, entry to all Contractor and subcontractor plants where manufacturing, assembly, or testing of the gearbox is in progress. It shall be the responsibility of the Contractor to notify subcontractor of Contracting Officer's inspection requirements.

III.4.4.2. Inspection

a. Inspection Documents and Test Specimens - The following documents and test specimens shall be available for examination by the Contracting Officer:

- (1) Purchase specifications for all materials and components.
- (2) Certifications and test reports for all materials.
- (3) Certifications and test reports for all quality assurance tests.
- (4) Certifications and test reports for all performance tests.
- (5) All test specimens and representative test coupons.

b. Document and Test Specimen Traceability - All gears and shafts shall be serialized and all inspection documents shall record serial number of components. Serial numbers of all gears and shafts shall be traceable from the serial number on the gearbox nameplate and traceable to a raw material heat and melt number. All test specimens, representative test coupons, heat treatment records, and all significant documents from manufacturing, inspection, testing, and processing shall be traceable to components they represent.

c. Certification - Certified inspection documents for all gearbox components shall be submitted prior to shipment. These documents shall include:

- (1) Certifications and test reports for raw material.
- (2) Certifications and test reports for inspections of gear teeth.
- (3) Certifications and test reports for inspection of representative test coupons.
- (4) Certifications and test reports for worm gear wheel accuracy.
- (5) Certifications and test reports for housing accuracy.
- (6) Certifications and test reports for shaft accuracy.

(7) Records of heat treatment including any charts or reports.

(8) Contractor's in-house quality assurance inspection reports.

(9) Records certifying all worms conform to requirements for grade 2 carburized and hardened gears in accordance with ANSI/AGMA 2001-C95 and requirements of this specification.

(10) Records certifying all worms and worm gears conform to requirements for grade 8 accuracy in accordance with ANSI/AGMA 2011-A98.

(11) Contractor's statement of compliance that the gearbox meets the requirements contained within this specification.

III.4.4.3. Inspection and Testing

a. No Load Contact Patterns - Gear tooth contact patterns shall be checked in the gear housing in accordance with ANSI/AGMA 6022-C93. Patterns shall be checked in both directions of rotation. All worm gear teeth shall have a contact pattern that covers at least 30% of the tooth area. All patterns shall be within minimum and maximum acceptance criteria of ANSI/AGMA 6022-C93. Patterns shall be biased toward "leaving side" for both directions of rotation. There shall be no heavy contact at tips, roots, or edges of teeth. If necessary, thickness of thrust washers (see subparagraph III.4.2.4.b.) shall be adjusted to achieve acceptable patterns. Permanent records of contact patterns shall be recorded with contact tapes.

b. No Load Tests - Gearboxes shall be run at full speed and no load for 4 hours minimum.

(1) Gearboxes shall be lubricated with a synthetic oil in accordance with ANSI/AGMA 9005-D94 with minimum viscosity of ISO 680. The lubricant shall be filtered with a $\beta_{12} \geq 200$ filter before adding to gearboxes.

(2) During the no-load test, overall sound level shall be measured in accordance with ANSI/AGMA 6025-D98. Sound pressure shall not exceed 85 dBA when measured 5 feet from the gearbox.

(3) During the no-load test, housing and shaft seals shall be inspected for oil leaks. All leaks shall be corrected.

(4) During the no-load test, oil sump temperature shall be measured and recorded. Temperature of lubricant in the oil sump shall not exceed 130°F.

d. Corrective Action - If any tests described in subparagraph III.4.3.3. show that improvements are required, the initial tests shall not be acceptable. Tests shall be repeated after corrections are made and results shall be subject to acceptance criteria of this specification.

e. Documentation - The Contractor shall furnish a test report that certifies gearboxes conform to requirements of subparagraph C4.3.3 of this specification.

III.4.5. Preparation for Shipment

III.4.5.1. General - Preparation for shipment shall be made after all gearbox testing and inspection has been completed and the Contracting Officer has approved all documents specified in subparagraphs III.4.3.2.a., III.4.3.2.c., and III.4.3.2.e. Preparation shall include the following as a minimum:

a. Openings - All openings that would allow contaminants to enter the gear housing (such as, but not limited to, holes for breathers) shall be plugged with suitable closures such as shipping plugs.

b. Exterior - All exterior surfaces, with exception of machined surfaces, shall be painted in accordance with the purchaser's specification.

c. Machined Surfaces - All unpainted exterior machined surfaces shall be coated with a rust preventative suitable for six (6) months of outdoor storage. Blind holes that can hold water shall be sealed to prevent rust.

d. Interior - All interior surfaces of housing and interior components shall be thoroughly cleaned before assembly. After assembly and testing, housing shall be flushed with filtered oil compatible with the gearbox lubricant. Interior of gearbox shall be visually free of any debris. All interior surfaces shall be coated with rust preventative oil compatible with the gearbox lubricant and suitable for six (6) months outdoor storage.

III.4.6. Contractor's Data

III.4.6.1. Contract Data – After the contract is awarded, the Contractor shall submit documentation that demonstrates conformance to requirements of the procurement specification. The Contractor shall not proceed with manufacturing until the Contracting Officer has approved all required documentation in writing.

a. Engineering Drawings And Data Approval - The Contractor shall not proceed with fabrication until the Contracting Officer has approved the Engineering Drawings and Data in writing. Approval of Engineering Drawings and data shall not constitute permission to deviate from any requirements in this specification without prior approval from the Contracting Office. The following engineering drawings and data are required:

- (1) Checked and signed Engineering detail and dimension drawing of worm;
- (2) Checked and signed Engineering detail and dimension drawing of worm gear;
- (3) Checked and signed Engineering detail and dimension drawing of thrust washers;
- (4) Metallurgical and geometric data for worm;
- (5) Metallurgical and geometric data for worm gear;
- (6) Bearing data;

- (7) Load/life calculations for gears and bearings; and
- (8) Lubrication data.

b. Quality Assurance Plan Approval - The Contractor shall not proceed with manufacturing until the Quality Assurance Plan has been approved by Contracting Officer in writing. Approval of the QA Plan shall not constitute permission to deviate from any requirements in this specification without prior approval from the Contracting Office.

c. Manufacturing Schedule Approval - The Contractor shall not proceed with manufacturing until the Contracting Officer has approved the Manufacturing Schedule in writing. Approval of the Manufacturing Schedule shall not constitute permission to deviate from any requirements in this specification without prior approval from the Contracting Office.

III.4.6.2. Documentation Approval - The Contractor shall not proceed with shipping until documentation has been approved by Contracting Officer in writing. Documentation shall include all engineering, inspection, and test data required by this specification. Approval of documentation shall not constitute permission to deviate from any requirements in this specification without prior approval from the Contracting Office.

III.4.6.3. Instruction Manuals - Not later than five (5) days after shipment, the Contractor shall furnish the required number of gearbox instruction manuals. Manuals shall include instructions for storage, installation, lubrication, start-up, operation, and maintenance, necessary to maintain the Contractor's warranty.

III.4.7. Drawings

III.4.7.1. Drawings, General - The drawings show typical gearbox configurations, parts, major dimensions and details. It is the Contractor's responsibility to ensure the accuracy of details that affect the job. In the event there are minor differences as determined by the Contracting Officer between details and dimensions shown on the drawings and those of existing features, the details and dimension of existing features shall govern. In case of differences between the drawings and technical requirements, the technical requirements shall govern.

III.4.7.2. List of Drawings

The following drawings are made a part of these specifications:

Sheet No.	Drawing No.	Title
1	231-D-3962 (Reclamation)	Parker Power Plant - General Map
2	231-D-3963 (Reclamation)	Parker Power Plant - Site Plan
3	231-D-349 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, Complete Assembly
4	231-D-350 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, Main Hoist and Worm Gear Assembly
5	231-D-354 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, Worms - Jack Shafts - Bearings
6	231-D-355 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, Worm Gear Housing - Bearing Carrier
7	231-D-358 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, Worm Gears - Shaft - Limit Switch Gears
8	231-D-363 (Reclamation)	Parker Dam 50' x 50' Spillway Regulating Gate Hoist, List of Parts - Bolts - Studs - Tap Bolts

SUBSECTION III.5 - PAYMENT

III.5.1. Payment

Payment for the manufacturing and refurbishing of gearboxes for spillway gate hoists shall be made at the respective unit prices bid therefor in the schedule, which price shall include the cost of materials, equipment, labor, incidentals, machining to tolerances, and packaging and shipping of the final product to Parker Dam.

PART IV - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment No. 1

Service Contract Act Wage Determinations					
No.	State	City	County	Wage Determination(s)	No. of Pages
1	Alabama	Birmingham	Jefferson	94-2003 (Rev 13) 6/10/99	9
2	California	Fresno	Fresno	94-2045 (Rev 12) 6/1/99	9
		Huntington Beach	Orange	94-2047 (Rev 13) 6/1/99	9
		Westminister	Orange	(Same as above)	
		Stockton	San Joaquin	94-2067 (Rev 12) 6/1/99	9
3	Colorado	Denver	Denver	94-2081 (Rev 12) 11/30/99	9
		Monte Vista	Rio Grande	94-2083 (Rev 11) 11/3/99	9
4	Illinois	Bloomigdale	McLean	94-2165 (Rev 12) 6/24/99	9
		Cicero	Cook	94-2167 (Rev 17) 10/27/99	9
		Chicago	Cook	(Same as above)	
5	Michigan	Traverse City	Grand Traverse	94-2271 (Rev 10) 6/1/99	9
6	New York	Niagra Falls	Niagra County	94-2371 (Rev 12) 6/1/99	9
7	New Jersey	Turnersville	Gloucester	94-2449 (Rev 10) 6/1/99	9
8	Ohio	Cleveland	Cuyahoga	94-2415 (Rev 12) 6/1/99	9
		Dayton	Montgomery	94-2419 (Rev 14) 5/27/99	9
9	Pennsylvania	Pittsburgh	Allegheny	94-2451 (Rev 14) 8/10/99	9
10	South Carolina	Spartanburg	Spartanburg	94-2479 (Rev 14) 2/4/2000	9
11	Texas	Corpus Christi	Nueces	94-2507 (Rev 13) 6/1/99	9
		Lubbock	Lubbock	94-2517 (Rev 17) 6/1/99	9
12	Washington	Spokane	Spokane	94-2565 (Rev 10) 6/1/99	9
		Vancouver	Clark	94-2441 (Rev 12) 6/1/99	9

NOTE: The Wage Determinations listed in the Attachment No. 1 table represent the determinations that have been obtained based on the mailing addresses of the offerors who had submitted requests for the solicitation prior to issuance. Only the determination applicable to each individual offeror is being sent, rather than including copies of all determinations in all solicitations. For example, an offeror with a mailing address in Denver, Colorado, will be sent Wage Determination No. 94-2081 for Denver County. All wage determinations will be available from our web site, located at <http://www.lc.usbr.gov/~g3100/svc0036.html>.

If an offeror will be performing the services under this contract in a location other than those listed above, they must submit a request to the Contracting Officer for the applicable SCA Wage Determination, which will be incorporated into the solicitation by amendment. Requests must be received in the contracting office no later than 3 days prior to the quote due date.

Requests may be submitted via: (1) E-mail to crotheim@lc.usbr.gov; (2) Facsimile No. (702) 293-8499; or (3) Telephone No. (702) 293-8588.

See block 7 of the SF 1449 (Solicitation/Contract/Order for Commercial Items) for additional point of contact information.

Attachment No. 2

Drawings			
Att.	Drawing No.	Drawing Title	Pages
1	231-D-3962	Parker Power Plant - General Map	1
2	231-D-3963	Parker Power Plant - Site Plan	1
3	231-D-349	Parker Dam 50'x50' Spillway Regulating Gate Hoist, Complete Assembly	1
4	231-D-350	Parker Dam 50'x50' Spillway Regulating Gate Hoist, Main Hoist and Worm Gear Assembly	1
5	231-D-354	Parker Dam 50'x50' Spillway Regulating Gate Hoist, Worms - Jack Shafts - Bearings	1
6	231-D-355	Parker Dam 50'x50' Spillway Regulating Gate Hoist, Worm Gear Housing - Bearing Carrier	1
7	231-D-358	Parker Dam 50'x50' Spillway Regulating Gate Hoist, Worm Gears - Shaft - Limit Switch Gears	1
8	231-D-363	Parker Dam 50'x50' Spillway Regulating Gate Hoist, List of Parts - Bolts - Studs - Tap Bolts	1

SERVICE CONTRACT ACT WAGE DETERMINATION

[See links to text files at:
<http://www.lc.usbr.gov/~g3100/0036docs.html>]

DRAWINGS

[Not available online -
Contact issuing office at (702) 293-8588
to obtain copies]

PART V - SOLICITATION PROVISIONS
(This Part will be removed from the contract document)

1. 52.212-1 Instructions to Offerors--Commercial Items (Nov 1999)

(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 submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the

exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(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 globalinfo@mail.dnb.com.

2. Addendum to 52.212-1 Instructions to Offerors--Commercial Items (Nov 1999)

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

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

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

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

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

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

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

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

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

(1) Protest to the contracting officer;

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

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

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

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

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

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

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

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

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

VOLUME ONE shall contain:

(1) Manufacturer's Experience information.

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

(2) Manufacturing Facilities Information.

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

(3) Delivery.

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

(4) Past Performance Information -

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

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

(c) Claims - Provide a list of any claims under any Federal or State Government contracts filed by your firm in the past 5 years. Include all the information requested in (a)

above for each claim and a brief explanation as to the circumstances that necessitated the filing of the claim as well as its ultimate resolution.

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

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

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

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

VOLUME TWO shall contain:

- (1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";
 - (2) A fully completed set of the "SF-1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items.
 - (3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items".
- (F) WBR 1452.222-901 Non-Discrimination Notice to U.S. Department of the Interior Contractors, Subcontractors, and Lessors--Bureau of Reclamation--Lower Colorado Region (Dec 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

3. 52.212-2 Evaluation--Commercial Items (Jan 1999)

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

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

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

(b) Relative Weight of Evaluation Factors.

(1) Manufacturer's Experience. This evaluation factor will comprise 25% of the total evaluation weight.

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

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

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

(3) Delivery. This evaluation factor will comprise 15% of the total evaluation weight.

Offerors will be evaluated by comparing the earliest delivery times proposed for items 1 through 5 (Proposed Delivery Schedule) with the respective delivery times in items 1 through 3 (Required Delivery Schedule) (see clause at FAR 52.211-9, Desired and Required Time of Delivery). The delivery times for the five gear boxes will have equal weight. If no offerors propose an earlier date than required, all offerors meeting the required date will receive the

maximum points available. Offers placing conditions of delivery (e.g. award of contract by a specific date, etc.) will not be considered for award. See provision WBR 1452.215-81, General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

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

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

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

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) 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. Addendum to 52.212-2 Evaluation--Commercial Items (Jan 1999)

(A) Options. Paragraph (c) to 52.212-2 is not applicable to this acquisition. There are no options included in this acquisition.

5. 52.212-3 Offeror Representations and Certifications--Commercial Items (Feb 2000)
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).

9 TIN: _____

9 TIN has been applied for.

9 TIN is not required because:

9 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;

9 Offeror is an agency or instrumentality of a foreign government;

9 Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

9 Sole proprietorship;

9 Partnership;

9 Corporate entity (not tax-exempt);

9 Corporate entity (tax-exempt);

9 Government entity (Federal, State, or local);

- 9 Foreign government;
- 9 International organization per 26 CFR 1.6049-4;
- 9 Other _____

(5) Common parent.

- 9 Offeror is not owned or controlled by a common parent;
- 9 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 9 is, 9 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 9 is, 9 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 9 is, 9 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 9 is a women-owned business concern.

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

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

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

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

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

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

U	Number of Employees	U	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 **9** is, **9** is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), 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 **9** has, **9** 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 **9** has, **9** 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 **9** has, **9** has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **9** has developed and has on file, **9** 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 9 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

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

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) 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 **9** are, **9** are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) **9** Have, **9** 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 **9** are, **9** are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.