



Solicitation No. 01-SQ-30-0074
Commercial Item Acquisition
Small Business Set-Aside

Furnish Wearing Rings for Allis Chalmers and Baldwin Turbine Units

Hoover Dam Powerplant
Boulder Canyon Project
Arizona - Nevada

Issued by:
United States Department of the Interior
Bureau of Reclamation
Lower Colorado Regional Office
Boulder City, Nevada
WWW.LC.USBR.GOV/~G3100

Preface

Proposal Submission Instructions

(1) Offerors are cautioned to carefully review the proposal submission instructions contained in provision 52.212-1, Instructions to Offerors--Commercial Items, and in Part 4 of this solicitation. Failure to comply with these instructions may result in an offer receiving a low evaluation rating.

(2) Submit 3 sets of the Technical Proposal (1 original + 2 copies) and 2 sets of the Price Proposal and Other Information (1 original + 1 copy).

Proposal Contents

Your complete proposal package should include, as a minimum, the following information:

Technical Proposal (Volume 1)	
1.	Address the following evaluation factors [details listed on page 4-1]:
	The Offeror's manufacturing facility capabilities specifically in the manufacture of wearing rings.
	The Offeror's testing facility capabilities.
	The Offeror's experience during the last five years specifically in the manufacture of wearing rings.
	The Offeror's past performance with similar work during the last five years.
Price Proposal and Other Information (Volume 2)	
1.	Standard Form (SF) 1449 [pages 1-1 and 1-2]
2.	Proposed Delivery Schedule [page 1-4]
3.	Schedule of Supplies/Services and Prices [pages 1-4 and 1-5]
4.	Completed provision 52.212-3, Offeror Representations and Certifications [paragraph 3. on pages 4-3 through 4-14]
5.	Acknowledgment of any Amendments issued

Note to Offerors:

- ▶ This acquisition is being conducted in accordance with FAR Subpart 13.5, Test Program for Certain Commercial Items.
- ▶ This acquisition utilizes a combination of FAR Part 12, Acquisition of Commercial Items, and Part 13, Simplified Acquisition Procedures.
 - ▶ Simplified acquisition procedures apply.
 - ▶ The procedural provisions of FAR Part 12 apply to submission of offers.
 - ▶ The procedural provisions of FAR Part 13 apply to evaluation and award of offers.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 02311600026		PAGE OF PAGES 1 45	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER 01-SQ-30-0074	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Caryn Rotheim (e-mail: crotheim@lc.usbr.gov)		b. TELEPHONE NUMBER (No collect calls) (702) 293-8588		8. OFFER DUE DATE/ LOCAL TIME 10/12/01 10/30/01 @ 3:00 PM	
9. ISSUED BY		CODE LC-3116		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) NAICS: 333611 SIZE STANDARD: 1,000 Employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
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		12. DISCOUNT TERMS		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE LC-3130	
U.S. Department of the Interior Bureau of Reclamation Lower Colorado Dams Office Hoover Dam Central Warehouse U.S. Highway 93 Boulder City, Nevada 89005				U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE D-7734 U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508	
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
/	See Paragraph 3. on page 1-4 for Continuation of Blocks 19 through 24			/	/	/	/
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 Original & 2 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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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

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

Continuation of Blocks from SF- 1449

1. Block 15: Delivery

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

Required Delivery Schedule		
Item Description	Quantity	Delivery Date On or Before
Schedule 1 (Item Nos. 1-1 through 1-5)	5	March 15, 2002 *
Schedule 2 (Item Nos. 2-1 through 2-4)	4	October 1, 2002 **

* This delivery date is based on the assumption that the Government will award the contract by November 15, 2001.

** This delivery date is based on the assumption that (a) the Government will exercise the option for Schedule 2, and (b) the option will be exercised prior to June 1, 2002.

If the Government does not award the contract by November 15, 2001, the delivery date for the Schedule 1 wearing rings will be extended by the number of calendar days after November 15 that a contract is actually awarded. This time extension is the sole remedy for the delay in contract award described herein. The Contractor shall not be entitled to additional payment resulting from the delay in awarding a contract. Attention is directed to subparagraph (c) of the solicitation provision 52.212-2, Evaluation--Commercial Items, that provides that a written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Regarding time of delivery, the Government will evaluate equally offers that propose delivery of each quantity within the applicable delivery periods specified above. Offers that propose delivery that clearly will not fall within the applicable required delivery periods specified above will be considered nonresponsive and will be rejected. The Government reserves the right to award under either the Required Delivery Schedule or the Proposed Delivery Schedule when an offer proposes an earlier delivery schedule than required above. If the offer proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
Item Description	Quantity	Delivery Date On or Before
Schedule 1 (Item Nos. 1-1 through 1-5)	5	
Schedule 2 (Item Nos. 2-1 through 2-4)	4	

(B) The wearing rings shall be delivered f.o.b. destination to the Hoover Dam Central Warehouse. Warehouse receiving hours are from 7:30 a.m. to 3:30 p.m., Pacific Time, Monday through Friday. The Government shall be notified sufficiently in advance of delivery so that rigging, crane and a storage site are made available for unloading.

(C) Packing lists and shipping notification. For all shipments made under this contract, the Contractor shall provide itemized packing lists enumerating the specific contents of each shipping container, in accordance with Statement of Work paragraph 3.1.3, Submittal Requirements, and as follows:

(1) One copy shall accompany each shipment of the equipment.

(2) At the time of shipment of the equipment, the Contractor shall notify the Lower Colorado Dams Office Mechanical Engineer (Attn: LCD-2140) of the expected time of arrival for each shipment at the destination. In addition, the Contractor shall instruct the transporting agency to notify the same official when such shipment has arrived at the destination.

2. Block 18b: Invoice Submission

Submit invoices to the address listed in Block 16 of the SF-1449.

3. Blocks 19 through 24: Schedule of Supplies/Services and Prices

(A) Offers will be considered for award on Schedule 1 and Schedule 2 below. Offers must address all items in both Schedules. Offers that do not address all items in Schedules 1 and 2 will be considered nonresponsive and will not be considered for award.

Schedule for Furnishing Wearing Rings for Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 1 - Furnish and deliver the following items:					
1-1	One-piece seamless upper outer stationary nickel aluminum bronze wearing ring, 188-inch diameter.	1	Each	\$ _____	\$ _____
1-2	One-piece seamless upper stationary nickel aluminum bronze wearing ring, 164-inch diameter.	1	Each	\$ _____	\$ _____
1-3	One-piece seamless upper inner stationary nickel aluminum bronze wearing ring, 77.75-inch diameter.	1	Each	\$ _____	\$ _____
1-4	One-piece seamless lower outer stationary nickel aluminum bronze wearing ring, 188-inch diameter.	1	Each	\$ _____	\$ _____
1-5	One-piece seamless lower stationary nickel aluminum bronze wearing ring, 154-inch diameter.	1	Each	\$ _____	\$ _____
	Total for Schedule 1				\$ _____
Schedule 2 (Optional Items) - Furnish and deliver the following items:					
2-1	One-piece seamless upper rotating nickel aluminum bronze wearing ring, 143-inch diameter.	1	Each	\$ _____	\$ _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
2-2	One-piece seamless lower rotating nickel aluminum bronze wearing ring, 140-inch diameter.	1	Each	\$ _____	\$ _____
2-3	One-piece seamless upper stationary stainless steel wearing ring, 150-inch diameter.	1	Each	\$ _____	\$ _____
2-4	One-piece seamless lower stationary stainless steel wearing ring, 147-inch diameter.	1	Each	\$ _____	\$ _____
	Total for Schedule 2				\$ _____
	Grand Total for Schedules 1 and 2				\$ _____

Part 2 - Contract Clauses

1. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items

(Incorporated by reference in Block 27a of the SF-1449)

1.1 52.246-2 Inspection of Supplies--Fixed-Price (Aug 1996)

Paragraph (a), Inspection/Acceptance, of clause 52.212-4 is supplemented by FAR clause 52.246-2, Inspection of Supplies--Fixed-Price, which is hereby incorporated in the contract by reference.

1.2 WBR 1452.217-900 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The Government may require the delivery of the additional numbered line items 2-1 through 2-4, identified in Part 1 as Schedule 2 (Optional Items), in the quantity and at the prices stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 calendar days prior to the completion of Schedule 1. The delivery time for the Option, if the Contracting Officer exercises the option, shall be as specified in Part 1, paragraph 1 (Block 15: Delivery).

1.3 WBR 1452.216-903 Economic Price Adjustment - Option Period Pricing--Bureau of Reclamation--Lower Colorado Region (July 2001)

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

(1) The term "contract date" means the date of award.

(b) The economic indicators for the purpose of contract price adjustment under this clause shall be the Producer Price Index (PPI) Code Nos. as follows:

102803	Copper and copper-base alloy castings
10150818	Other steel castings, high alloy and stainless steel
10151329	Seamless rolled ring forgings
101512	Open die or smith forgings, ferrous

The PPI applicable to the material and method being used (i.e., copper or stainless steel, casting or forging) shall be applied. The PPI shall be the final version, which is generally released 4 months after initial publication, in the monthly report entitled "Producer Prices and Price Indexes" by the Bureau of Labor Statistics, U.S. Department of Labor.

(c) This clause applies to supplies which require the use of metals identified in subparagraph (c)(1) below and provides for adjustment of the contract price as a result of changes in the costs of the metals. The intent of this clause is to establish a revised contract unit price at the beginning of the option period that will be valid for the entire option period. The base indexes for the option period shall be the most current published final PPI, cited in paragraph (b) above, that is available to the contracting activity at the time of contract award/exercise of option.

(1) The mechanics of the price adjustment to be used is escalation of portions of the unit prices, those portions being the quantities of copper and copper-base alloy and stainless steel which are used in the manufacture of the supplies. The portions of the unit prices related to copper and stainless steel shall be adjusted pursuant to this clause; the balance of the unit prices remain fixed.

The portions of the unit prices to be adjusted are as follows:

Schedule Item	Commodity	Designated Variable Portion of Base Unit Price
(2-1) One-piece seamless upper rotating nickel aluminum bronze wearing ring, 143-inch diameter.	Copper and copper-base alloy castings	85%
	Seamless rolled ring forgings	85%
(2-2) One-piece seamless lower rotating nickel aluminum bronze wearing ring, 140-inch diameter.	Copper and copper-base alloy castings	85%
	Seamless rolled ring forgings	85%
(2-3) One-piece seamless upper stationary stainless steel wearing ring, 150-inch diameter.	Other steel castings, high alloy and stainless steel	26%
	Open die or smith forgings, ferrous	26%
(2-4) One-piece seamless lower stationary stainless steel wearing ring, 147-inch diameter.	Other steel castings, high alloy and stainless steel	26%
	Open die or smith forgings, ferrous	26%

The unit prices shall be adjusted by a certain dollar amount for each 1-percent movement in the selected indexes. To determine the "certain dollar amount" of the adjustment, divide the designated variable portion of each base unit price by 100.

To illustrate, suppose that an item has a base price of \$1,000, of which 39% (\$390) is to be escalated by an index while the other 61% (\$610) remains unchanged. Divide the designated variable portion of the base price (\$390) by 100, which in this case would yield \$3.90. Under the escalation clause, a base unit price of \$1,000 with a designated variable portion of 39% would change \$3.90 for each 1-percent movement in the index.

Using this approach, the base unit price would rise to \$1,019.50 for a 5.0-percent rise in the commodity price index as shown:

Base unit price	\$	1,000.00
Plus 5.0 times \$3.90	\$	19.50
Equals adjusted unit price	\$	1,019.50

(d) In order to have a finalized price in effect on the date the contract extension becomes effective, the adjusting indexes for the option period shall be the most current published final PPI stated in paragraph (b) above that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the Contracting Officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2) and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all supplies to be delivered during the extended period of the contract. No other adjustments shall be made to the contract prices during the contract period.

(1) The contract unit prices for supplies shall be subject to adjustment upward or downward by the percent of difference between the base indices and the adjusting indices. If the contract unit prices are decreased pursuant to the Changes paragraph of clause 52.212-4, Contract Terms and Conditions--Commercial Items, or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases and increases under subparagraph (e)(1) above are not subject to any limitation.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base indexes, the adjusting indexes and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit prices.

Example:

Assume: Base Index (B) =	150.3
Adjusting Index (A) =	165.1
Contract Unit Price (C) =	\$8.33

Adjustment Formula: Revised price equals (Adjusting Index) divided by (Base Index) times (Contract Unit Price) [Revised price = $A/B \times C$], or, based upon the numbers above:

(165.1 divided by 150.3 = 1.09847) times \$8.33 = \$9.15025 (revised price), rounded to \$9.15 = adjusted unit price

The revised unit price will be rounded to the nearest cent, i.e., changes amounting to between \$.005 to \$.009 shall be rounded up to the next cent and changes of between \$.001 to \$.004 shall be rounded down to the lower cent.

(f) Should the Bureau of Labor Statistics, U.S. Department of Labor, discontinue an index identified herein, fail to publish an index identified herein for any month, or change the method of computation of an index identified herein during the effective period of the contract, the next-highest-level index shall be used (i.e., 1028 - Nonferrous foundry shop products or 101508 - Other steel castings, high alloy and stainless steel).

(g) Any dispute under this clause shall be resolved in accordance with contract clause 52.233-1, Disputes.

1.4 WBR 1452.216-904 Economic Price Adjustment - Option Period--Bureau of Reclamation--Lower Colorado Region (July 2001)

The base indexes for computation of adjustments under contract clause 1452.216-903 for the option period are the revised final indexes for May 2001 as follows:

Base Index	Title
148.2	Copper and copper-base alloy castings
135.3	Other steel castings, high alloy and stainless steel
130.6	Seamless rolled ring forgings
104.7	Open die or smith forgings, ferrous

2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 2001)

(a) The Contractor shall 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) 52.233-3, Protest After Award (31 U.S.C 3553).

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

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- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
 - _____ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - _____ (ii) Alternate I of 52.223-9 (42.U.S.C.6962(i)(2)(C)).
 - (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
 - _____ (19) (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.
 - _____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - (21) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - _____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
 - _____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
 - _____ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 - (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 - _____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - _____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - _____ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - _____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall 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.*).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(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 Workers with Disabilities (29 U.S.C. 793);
- (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); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

2.1 Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items

2.1.2 Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Contractor shall provide EFT information no later than 15 days prior to submission of the first request for payment.

Part 3 - Contract Documents, Exhibits or Attachments

Statement of Work

3.1 General Requirements

3.1.1 The Requirement

It is required that wearing rings for turbine runners be furnished and delivered complete in accordance with the contract clauses and this statement of work. The sets of wearing rings are required for Allis Chalmers and Baldwin turbines at the Hoover Dam Powerplant.

The material is not required to be installed under these specifications. Government personnel will install the items during the next regularly scheduled maintenance outage for these turbine runners.

3.1.2 Description of Work

The work to be performed consists of fabricating one-piece bronze and stainless steel wearing rings. The one-piece seamless wearing rings shall be either centrifugally cast or ring roll forged.

All castings and forgings shall be oversized and shall be machined to approximate size prior to shipment to the Bureau of Reclamation. Final machining will be performed by government personnel.

3.1.3 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 clauses and paragraphs of this contract.

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

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

c. Submittals – Each item in Table 1A (List of submittals) has been assigned a RSN (Required Submittal Number). The “Submittals required” column of the table specifies the materials to be submitted for each RSN. All of the material specified for a RSN will be considered a complete set; and where the material required for a RSN is specified as separate or distinguished 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 mailed to:” column of the table, except as provided below for sets of original material.

When a 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) ME indicates Mechanical Engineer
- (3) 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 mailed to:” column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under the cover of a transmittal letter. At the Contractor’s option, complete sets of 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 the 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 materials are being submitted.
- (4) For each RSN, the number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

f. Review of submittals furnished for approval. – The time required for review of each submittal or resubmittals furnished under a RSN for approval will not begin until the Government receives complete sets of all 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 twenty (20) calendar days for the 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 completion of the work affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the completion date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for completion of the work.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision data. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals that are to be resubmitted shall be resubmitted by the Contractor within twenty (20) calendar days after the Contractor has received the Government's comments.

g. Addresses. – The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals). The Contractor shall also send a copy of the transmittal letter to each of the addresses listed below that are not sent the submittal.

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

- (1) Contracting Officer, Bureau of Reclamation, Attention: LC-3130, P.O. Box 61470, Boulder City, Nevada 89006-1470
- (2) Mechanical Engineer, Bureau of Reclamation, Attention: LCD-2140, P.O. Box 60400, Boulder City, Nevada 89006-0400
- (3) Regional Engineer, Bureau of Reclamation, Attention: LC-6000, P.O. Box 61470, Boulder City, Nevada 89006-1470

Table 1A – List of Submittals

RSN	Item	Reference Paragraph or Clause	Responsible Code	Submittals Required	No. of Sets to be mailed to:*			Due Date or Delivery Time
					CO	RE	ME	
C1	Payment Information (Electronic Funds Transfer)	52.232-34	CO	Payment information (SF-3881)	1	0	0	After award, but not later than 15 calendar days prior to submission of the first invoice.
D1	Shipping Provisions	¶ 1 of Part 1 (Continuation of Block 15 of SF-1449)	RE	Packing Lists and Shipping notification of expected arrival date/time	1	2	2	7 days prior to shipping.
M1	Metallurgical Properties	¶ 3.3.1.e.	RE	Test Reports	0	3	3	Not later than 14 calendar days prior to the shipment.
M2	Purchase Orders	¶ 3.2.2.b.	RE	Purchase Orders for materials to be inspected	0	3	1	At time of issuance.
M3	Product Data Sheets	¶ 3.2.2.b.(1)(a)	RE	Product Data Sheets	0	3	1	Prior to purchase of materials.
M4	Method of Measurement	¶ 3.2.2.b.(1)(b)	RE	Data Sheets	0	3	1	Prior to purchase of materials.
M5	Certification	¶ 3.2.2.b.(1)(c)	RE	Manufacturer's Certification	0	3	1	Prior to purchase of materials.

*CO indicates Contracting Officer, ME indicates Mechanical Engineer, and RE Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

h. 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 offered in the schedule for the applicable items of work requiring the submittals or other items of work.

3.2 Materials and Workmanship

3.2.1 Materials and Workmanship – Reclamation

a. Materials – Unless otherwise stated in these specifications, all materials used in the fabrication of the equipment shall be new and of the highest standard commercial quality as normally used for this type of equipment, considering strength, ductility, durability, best engineering practice, and the purpose for which the equipment is to be used.

Except as specified, materials shall conform to Federal specifications or standards, or if there are no applicable Federal specifications or standards, 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), AWS (American Welding Society), or other nationally recognized standards organizations. 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.

b. Workmanship – The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practices and the requirements of these specifications, notwithstanding minor errors or omissions therein. All work shall be performed by personnel skilled in their various trades.

Castings shall not be warped or otherwise distorted. The structure of the castings shall be homogeneous and free from nonmetallic inclusions. Segregation of impurities or alloys in a casting will be cause for its rejection.

3.2.2 Materials to be Furnished by the Contractor

a. General – The Contractor shall furnish all labor, materials, equipment, instruments, and tools required in connection with the manufacture and testing of the turbine wearing rings. The cost of furnishing, hauling, storing, and handling any material shall be included in the price offered for the work for which the material is required.

The Contractor shall be responsible for all materials requiring special handling and storage conditions during shipment, including controlling the effects of temperature, humidity, dust, or any other atmospheric conditions that may adversely affect the turbine runner wearing rings.

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, 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 substitutions 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 offered in the Schedule will be made as a result of substitution of one material for another or the use of one alternate material in the 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 clause 52.246-2, Inspection of Supplies--Fixed-Price. 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 inspections 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.

(1) Submittals – Manufacturer’s product data sheets and certifications of all materials shall be submitted in accordance with this paragraph and paragraph 3.1.3 (Submittal Requirements). Each submittal shall be identified with the material specifications, the batch or lot represented, and the quantity ordered.

(a) Manufacturer’s product data sheet. – Product data sheet shall include the composition of the materials, physical characteristics, and system used for attaining tolerances performance requirements.

(b) Manufacturer’s method of measurement data sheet. – Application data sheet shall include the method of measurement, acceptable methods of casting and machining process.

(c) Certification. – Manufacture’s certification shall be furnished for all related materials for each type, batch, and lot of material. The certification shall state that the material is of the same lot and composition as material which previously has been found to comply with these specifications.

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

3.2.3 Reference Specifications and Standards

Materials, Contractor design, fabrication 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 dates specified 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 and is most suitable for the purpose intended.

Addresses for obtaining the referenced specifications, standards, and codes are listed in the addendum to provision 52.212-1, Instructions to Offerors--Commercial Items.

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

3.3 Technical Requirements

3.3.1 Turbine Runner Wearing Rings

a. General – The turbines will require nickel-aluminum-bronze wearing rings and stainless steel wearing rings. The one-piece seamless wearing rings shall be either centrifugally cast or ring roll forged.

The wearing rings shall be furnished oversize. Final machining of the wearing ring clearance surfaces will be done in the field by the Government to assure the correct clearance between the stationary and rotating wearing rings.

b. Materials – The one-piece seamless stainless steel wearing rings shall be CF-8 Stainless Steel as per ASTM A743 (1995), Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application. Ring rolled forgings shall be CF-8 Stainless Steel with the same material composition. The stainless steel wearing rings shall have a ductility of 20 percent or greater. The wearing rings shall be checked for defects using nondestructive test examinations and shall be repaired by Government-approved method. As a final procedure, the stainless steel wearing rings shall be solution annealed.

The bronze wearing rings shall be C955 Nickel-Aluminum Bronze as per ASTM B271 (1996), Standard Specification for Copper-Based Alloy, Centrifugal Castings. C63000 Nickel-Aluminum Bronze with the following material composition shall be required for ring rolled forgings:

- Aluminum: 10.0 to 10.5 percent;
- Iron: 2.0 to 4.0 percent;
- Nickel: 4.0 to 5.5 percent; and
- Manganese: 1.5 percent maximum.

Ductility shall be 15 percent or greater. In addition, the aluminum content shall be between 10 to 10.5 percent to reduce hardness and brittleness. The nickel-aluminum-bronze stationary wearing rings shall be heat treated, temper annealed to fix the grain, reduce warping, eliminate brittleness or cracking and reduce intergranular pitting by cavitation.

c. Dimensions – To assure that the dimensions listed in the table below can be attained, the wearing rings shall be measured from a common center point to obtain the radii and diameter.

Each of the wearing rings over 100-inch diameter shall have threaded $\frac{1}{2}$ - 13 UNC, 1-1/8-inch minimum full thread depth, holes for lifting eye bolts at 90 degree intervals on the top centerline of the ring. The 77.5-inch diameter ring shall be drilled and tapped $\frac{1}{4}$ - 20 UNC x 1-1/8 minimum full thread depth (4) places, 90 degrees apart on the top edge of ring, at center of width. The ring outside diameter shall be stamped next to one of the lifting eye bolt holes.

Schedule No. 1			
Wearing Ring	Maximum Inside Diameter (Inches)	Minimum Outside Diameter (Inches)	Height (Inches)
Upper Outer Stationary Nickel-Aluminum-Bronze Wearing Ring	185.70	188.35	6.70
Upper Stationary Nickel-Aluminum-Bronze Wearing Ring	161.70	164.35	5.70
Upper inner Stationary Nickel-Aluminum-Bronze Wearing Ring	75.40	77.75	3.20
Lower outer Stationary Nickel-Aluminum-Bronze Wearing Ring	185.70	188.35	6.70
Lower Stationary Nickel-Aluminum-Bronze Wearing Ring	151.70	154.35	6.70

Schedule No. 2			
Wearing Ring	Maximum Inside Diameter (Inches)	Minimum Outside Diameter (Inches)	Height (Inches)
Upper Rotating Nickel-Aluminum-Bronze Wearing Ring	140.50	143.70	6.20
Lower Rotating Nickel-Aluminum-Bronze Wearing Ring	137.35	140.70	6.20
Upper Stationary Stainless Steel Wearing Ring	143.40	150.55	7.90
Lower Stationary Stainless Steel Wearing Ring	140.40	147.55	6.20

d. Tolerances – The flat surface at the top and bottom of the wearing rings shall not be more than 1/16-inch out of plane. The surface finish of the stationary wearing rings shall not exceed the maximum surface roughness in accordance with ANSI B46.1 (1995), Surface Texture (Surface Roughness, Waviness, and Lay), with 250 (micro inches) for all surfaces.

e. Submittals – The Contractor shall submit test reports which give metallurgical (material and chemical) properties of the metals used to fabricate the wearing rings. The test reports shall

include a Brinell Hardness. The test reports shall be submitted 14 calendar days prior to shipment of completed castings and forgings.

f. Inspection – Onsite inspection of the factory and observation during the casting or ring rolled forging and machining process will be made by Charles Wiley, Mechanical Engineer, Hoover Dam. The Contractor shall notify Mr. Wiley by telephone at (702) 293-8314 once the casting dates or forging dates have been determined so that sufficient travel arrangements can be made.

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 clause 52.246-2, Inspection of Supplies–Fixed-Price, 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 point of delivery.

g. Payment – Payment for the one-piece seamless upper and lower stainless steel wearing rings will be made at the respective unit prices offered therefor in the Schedule, which prices shall include the cost of materials, equipment, labor, incidentals, machining to tolerances, and packages and shipping of the final products to the Hoover Dam Central Warehouse.

Payment for the one-piece seamless upper and lower Nickel-Aluminum Bronze wearing rings will be made at the respective unit prices offered therefor in the Schedule, which prices shall include the cost of materials, equipment, labor, incidentals, machining to tolerances, and packaging and shipping of the final products to the Hoover Dam Central Warehouse.

3.4 Drawings

3.4.1 List of Drawings

The following drawings, which are located at Attachment 1 to the solicitation, are made a part of these specifications:

Drawing No.	Title
45-301-7591	Replacement of Wearing Rings for Units N1 thru N4 Rough Machine Dimensions Plan and Details
45-301-7592	A1 & A2, N5 thru N8 Wearing Rings - Rotating and Stationary - Rough Machine Dimensions

Attachment 1: Drawings

See files located at: www.lc.usbr.gov/~g3100/docs/0074_EB7591.dwf and
www.lc.usbr.gov/~g3100/docs/0074_EB7592.dwf

Part 4 - Solicitation Provisions

(This Part will be removed from the contract document)

1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items

(Incorporated by reference in Block 27a of the SF-1449)

1.1 Submission of Offers

(a) The Technical Description mentioned in subparagraph (b)(4) of 52.212-1 shall be included as Volume 1 of the offer and shall contain information that addresses the following evaluation factors:

(1) The Offeror's manufacturing facility capabilities specifically in the manufacture of wearing rings. Provide any applicable information from the previous 5 years on the facility to be used in the wearing ring manufacturing. Such information must show that the facility is capable of and regularly manufactures pieces in the sizes (diameters, thickness and heights) required by this solicitation using forging or casting methods, and has heat treatment facilities for the same.

(2) The Offeror's testing facility capabilities. Provide any applicable information from the previous 5 years on the facility to be used in the testing. Such information must show that the facility is capable of and regularly performs tests as required by this solicitation for the correct alloys and mechanical properties.

(3) The Offeror's experience during the last five years specifically in the manufacture of wearing rings. Provide any applicable information from the previous 5 years which indicates that the offeror has the background and/or experience necessary to perform the referenced work as required by the solicitation. In particular, provide information which addresses the experience and equipment available to make the alloys and provide the special handling and heat treatments.

(4) The Offeror's past performance with similar work during the last five years. Provide a list of relevant references for performance of projects similar in size and scope to this requirement during the past 5 years. Your listing must include:

- ▶ Customer's name, address, and name/phone number of contact;
- ▶ Final/current dollar amount of contract;
- ▶ Contract number;
- ▶ Dates of performance; and
- ▶ A brief description of the scope of work of the project.

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

(b) The Price information mentioned in subparagraph (b)(6) of 52.212-1 shall be included as Volume 2 of the offer and shall be physically separate from the Technical Description (Volume 1). To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal. See the Preface to the solicitation for a listing of the minimum contents of each volume.

1.2 Multiple Awards

Paragraph (h) of 52.212-1 is not applicable to this acquisition. Multiple awards will not be made on this acquisition. Offerors should complete the Schedule of Supplies/Services and Prices in accordance with the instructions in Part 1.

1.3 Availability of Requirements Documents Cited in the Solicitation

Paragraph (i)(3) is supplemented by providing the following addresses from which nongovernment (voluntary) standards referenced in the specifications may be obtained.

Acronym	Title	Address	Phone/Fax Nos.
ANSI	American National Standards Institute	11 West 42nd Street, 13th Floor New York NY 10036 www.ansi.org	(212) 642-4980 Fax: (212) 398-0023
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 www.astm.org	(610) 832-9585 Fax: (610) 832-9555

2. 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:

Schedules 1 and 2: Furnishing Wearing Rings for Hoover Dam		
Item	Factor	%
1	The Offeror's manufacturing facility capabilities specifically in the manufacture of wearing rings.	30
2	The Offeror's testing facility capabilities.	15
3	The Offeror's experience during the last five years specifically in the manufacture of wearing rings.	15

Schedules 1 and 2: Furnishing Wearing Rings for Hoover Dam		
Item	Factor	%
4	The Offeror's past performance with similar work during the last five years.	10
5	The Offeror's total proposed price.	30

All evaluation factors other than price, when combined, are significantly more important than price.

If an offeror has no record of relevant past performance, or for whom information on past performance is not available, the offeror will receive a neutral rating of 50% of the weight for the past performance factor. To be eligible to receive this neutral rating, offerors must provide in their proposal a confirmation that they have no relevant past performance, and an explanation as to why past performance information is not available. Offerors who include neither past performance information with their proposal nor a confirmation of no relevant past performance will not be eligible to receive the neutral rating.

(b) 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).

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

3. 52.212-3 Offeror Representations and Certifications--Commercial Items (May 2001) Alternate III (Oct 2000)

[NOTE to Offerors: Subparagraphs (c)(7) through (c)(9) and subparagraphs (g)(1) through (g)(4) of this provision do not apply to this solicitation; they do not need to be completed by the offeror.]

(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 NAICS code designated.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“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.

“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.

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

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

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

(3) Taxpayer Identification Number (TIN).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;

Other _____

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

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

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

(2) Veteran-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 as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

Note: Subparagraphs (c)(7) through (c)(9) do not apply to this solicitation; offerors do not need to complete them.

(7) 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: _____

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

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

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

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

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

(Check one of the following):

Number of Employees		Average Annual Gross Revenues	
	50 or fewer		\$1 million or less
	51-100		\$1,000,001-\$2 million
	101-250		\$2,000,001-\$3.5 million
	251-500		\$3,500,001-\$5 million

Number of Employees		Average Annual Gross Revenues	
	501-750		\$5,000,001-\$10 million
	751-1,000		\$10,000,001-\$17 million
	Over 1,000		Over \$17 million

(9) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and 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 has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(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: _____.]

(10) HUBZone 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 as part of its offer that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

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

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (*Applies only if the contract is expected to exceed \$100,000.*) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--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.

Note: *Subparagraphs (g)(1) through (g)(4) do not apply to this solicitation; offerors do not need to complete them.*

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
N/A	N/A

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

4. Provisions Incorporated by Reference

The following provisions are incorporated in the solicitation by reference with the same force and effect as if they were given in full text. The full text of a provision may be accessed electronically via the Internet at:

<http://www.arnet.gov/far> — FAR provisions (52.2xx-xx)

<http://www.usbr.gov/aamsden/rar.html> — Reclamation provisions (1452.2xx-8x)

1452.222-80 Notice of Applicability – Cooperation with Authorities and Remedies
– Child Labor — Bureau of Reclamation (Apr 2001)