

2. AMENDMENT/MODIFICATION NO. <b>002</b>	3. EFFECTIVE DATE <b>December 18, 1998</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>	CODE <b>LC-3113</b>	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>99-SQ-30-12510</b>
	✓	9B. DATED (SEE ITEM 11) <b>July 28, 1998</b>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ X ] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [ ] is not [ ] is required to sign and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

**Project Title:** Armature Winding, Core and Reconditioned Exciter for Generator at Davis Powerplant, Parker-Davis Project, Arizona.

**Purpose of Amendment:** The purpose of this amendment to (1) provide a list of offerors attending the December 8, 1998, site visit; (2) make changes to the several clauses/provisions; and (3) make changes to the specifications.

**Receipt of Offers:** The date for receipt of offers remains January 12, 1999 at 3 p.m., local time at the Bureau of Reclamation, Lower Colorado Regional Office, Annex Building, Room AA-123, Nevada Hwy and Park Street, Boulder City, Nevada.

**Acknowledgment:** See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of offers (see block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

(Continued on following page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Description of Changes:

1. Item 4. Continuation of Block 19 through 24 of SF-1449 is revised.
2. Addendum to 52.212-4:
  - a. Paragraph (B), Delivery and Completion of Work, is revised.
  - b. Paragraph (D), 52.211-11 Liquidated Damages is revised to include a maximum liability of \$200,000.
  - c. Paragraph (O), WBR 1452.217-900 Option for Additional Numbered Line Items, is revised to reflect the changes to the Schedule.
3. Addendum to 52.212-1:
  - a. Paragraph (E) WBR 1452.215-81 General Proposal Instructions, is revised to include the requirement to submit the required subcontracting plan with the initial proposals.
4. 52.212-2 Evaluation--Commercial Items is revised to include Evaluation of Options.
5. A list of the December 8, 1998, site visit attendees is provided.
6. Another amendment is forthcoming answering the questions received since the December 8, 1998, site visit.

***Instructions:***

**Remove**

Pages 3 through 8  
Pages 14 through 17  
Pages 24 through 25  
Pages 83 through 84  
Pages 89 through 90

**Replace with Revised**

Pages 3 through 7  
Pages 14 through 17A  
Pages 24 through 25  
Pages 83 through 84  
Pages 89 through 90

CONTINUATION OF BLOCKS FROM SF 1449

1. BLOCK 16: GOVERNMENT ADMINISTRATION PERSONNEL

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

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

2. BLOCK 17a: CONTRACTOR'S ADMINISTRATION PERSONNEL

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) - \_\_\_\_\_  
Fax No.: (\_\_\_\_) - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

3. Continuation of Block 18B: SUBMISSION OF INVOICES.

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

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

4. CONTINUATION OF BLOCK 19 THROUGH 24 OF SF-1449

(A) The Requirements.

(1) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

§ **(2) Not all the items included in the Schedule will be required to be performed**  
 § **under this contract. Those items indicated by A, B, C, etc. are dependent upon the**  
 § **results of certain testing. For evaluation purposes, the Government will evaluate the**  
 § **total price based on the worst case scenario.**

§  
 § **(3) An offeror proposing prices on only one schedule or a part of a schedule or**  
 § **schedules will not be considered for award.**  
 §

(B) The Schedule of Supplies/Services:

Base Schedule

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1A	Furnish performance and payment bonds installation of generator stator core (\$_____)*		For the lump sum of	-----	
1B	Furnish performance and payment bonds for installation of armature windings (\$_____)*		For the lump sum of	-----	
1C	Furnish performance and payment bonds for reconditioning exciter system (\$_____)*		For the lump sum of	-----	
2	Furnishing and factory testing new armature winding rated 48,000 kilovolt amperes, 1.0 power factor, 13,800 volts, for an existing 94.7-revolutions-per-minute, 3-phase, 60-Hertz, vertical-shaft, synchronous hydro generator, complete in accordance with this solicitation, including delivery of materials and equipment to the installation site.		For the lump sum of	-----	
3	Removing and preparing for disposal of the existing winding from the generator being rewind.		For the lump sum of	-----	
4	Installing new winding furnished under item 2, including field tests.		For the lump sum of	-----	
5	Recondition exciter, install new copper and insulation (armature windings, commutator and field insulation), and factory test, including field tests, complete in accordance with this solicitation, including delivery of materials and equipment to the installation site.		For the lump sum of	-----	
6	Test existing insulation from the exciter armature windings, commutator and field insulation for asbestos.		For the lump sum of	-----	
7A	Remove and prepare for disposal the insulation and copper (armature windings, commutator and field insulation) from the reconditioned exciter (if it does not contain asbestos).		For the lump sum of	-----	

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
\$ 7B	Remove and prepare for disposal the insulation and copper (armature windings, commutator and field insulation) from the reconditioned exciter (if it does contain asbestos).	For the lump sum of		-----	
\$ 8	Manufacturing and factory testing new generator stator core, complete in accordance with this solicitation, including delivery of materials and equipment to the installation site.	For the lump sum of		-----	
\$ 9	Testing existing generator stator core.	For the lump sum of		-----	
\$ 10A	If the existing generator stator core tests negative, remove and dispose of existing stator core, install and test new generator stator core.	For the lump sum of		-----	
\$ 10B	If the existing generator stator core tests positive, blast clean, perform minor repairs, retorque studs, replace nuts and clean the existing generator stator core.	For the lump sum of		-----	
\$ 10C	If the existing generator stator core tests positive, the contractor shall determine if the core must be centered and/or made circular. For centering, making circular or any other repair work required, the contractor shall furnish all materials and perform the work (except for installation of the existing spare stator laminations).	For the lump sum of		-----	
\$ 11	Furnish drawings, data and documentation.	For the lump sum of		-----	
\$ 12	Spare Parts:  A total of 20 coils shall be furnished. The spare coils, including end connectors and all associated jumpers, slot filler materials, tapes and wedges shall be packaged in moisture-tight containers or covered with moisture-tight wrappings. The contractor shall supply enough wedges and slot filler materials to rewedge a minimum 25% of the generator slots.	For the lump sum of		-----	
\$ 13	New generator stator core: Furnish 2,000 punchings (sheets of stator steel).	For the lump sum of		-----	
	Subtotal for Base Schedule				
\$ 14	Dispose of and provide salvage credit for armature windings and generator stator core, if applicable, from the existing generator.	For the lump sum of		-----	
	Total for Base Schedule				

\*Offeror shall enter total costs the Performance and Payment Bonds will be based upon for the base schedule only.

Option Schedule

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount	
\$ \$ \$ \$ \$	<b>15A</b>	<b>Furnish performance and payment bonds for installation of armature windings (\$ _____)*</b>		For the lump sum of	-----	
\$ \$ \$ \$	<b>15B</b>	<b>Furnish performance and payment bonds for reconditioning exciter system (\$ _____)*</b>		For the lump sum of		
\$	<b>16</b>	Furnishing and factory testing new armature winding rated 48,000 kilovolt amperes, 1.0 power factor, 13,800 volts, for an existing 94.7-revolutions-per-minute, 3-phase, 60-Hertz, vertical-shaft, synchronous hydro generator, complete in accordance with this solicitation, including delivery of materials and equipment to the installation site.		For the lump sum of	-----	
\$	<b>17</b>	Removing and preparing for disposal of the existing winding from the generator being rewind.		For the lump sum of	-----	
\$	<b>18</b>	Installing new winding furnished under item 16, including field tests.		For the lump sum of	-----	
\$	<b>19</b>	Recondition exciter, install new copper and insulation (armature windings, commutator and field insulation), and factory test, including field tests, complete in accordance with this solicitation, including delivery of materials and equipment to the installation site.		For the lump sum of	-----	
\$	<b>20A</b>	Remove and prepare for disposal the insulation and copper (armature windings, commutator and field insulation) from the reconditioned exciter (if it does not contain asbestos).		For the lump sum of	-----	
\$	<b>20B</b>	Remove and prepare for disposal the insulation and copper (armature windings, commutator and field insulation) from the reconditioned exciter (if it does contain asbestos).		For the lump sum of	-----	
\$	<b>21</b>	Testing existing generator stator core.		For the lump sum of	-----	
\$ \$ \$ \$ \$	<b>22A</b>	<b>If the existing generator stator core tests negative, remove and dispose of existing stator core, install and test Government-furnished generator stator core.</b>		For the lump sum of	-----	
\$	<b>22B</b>	If the existing generator stator core tests positive, blast clean, perform minor repairs, retorque studs, replace nuts and clean the existing generator stator core.		For the lump sum of	-----	

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
\$ 22C	If the existing generator stator core tests positive, the contractor shall determine if the core must be centered and/or made circular. For centering, making circular or any other repair work required, the contractor shall furnish all materials and perform the work (except for the installation of the existing spare stator laminations).		For the lump sum of	-----	
\$ 23	Furnish drawings, data and documentation.		For the lump sum of		
\$ 24	Spare Parts:  A total of 20 coils shall be furnished. The spare coils, including end connectors and all associated jumpers, slot filler materials, tapes and wedges shall be packaged in moisture-tight containers or covered with moisture-tight wrappings. The contractor shall supply enough wedges and slot filler materials to rewedge a minimum 25% of the generator slots.		For the lump sum of	-----	
	Subtotal for Option 1 Schedule				
\$ 25	Dispose of and provide salvage credit for armature windings.		For the lump sum of	-----	
	Total for Option 1 Schedule				

\*\*Offeror shall enter total costs the Performance and Payment Bonds will be based upon for the Option Schedule only.

\$	TOTAL FOR BASE SCHEDULE - ITEMS 1 THROUGH 14	\$
\$	TOTAL FOR OPTION SCHEDULE - ITEMS 15 THROUGH 25	\$
	TOTAL FOR BASE SCHEDULE AND OPTION SCHEDULE	\$

(This page has been included in the electronic version of the amendment to preserve the pagination of the double-sided hard copy.)

(B) DELIVERY AND COMPLETION OF WORK

(1) Completion of Base Schedule: Armature Windings and reconditioning generator exciter (schedule items **2, 3, 4, 5, 6, 7A, 7B, 12, and 14** ) and Delivery of Generator Stator Core (schedule items **8, 9, 10A, 10B, 10C, and 13**). The contractor shall deliver to Davis Dam the required generator stator core no later than November 1, 1999. The contractor shall deliver to Davis Dam the required armature windings no later than November 1, 1999.

(a) The contractor shall begin performance on the armature windings, reconditioning exciter, **and generator stator core** within 15 calendar days after receipt of the notice to proceed and complete all work, including testing and final cleanup, no later than **February 1, 2000**. This is dependent on whether the Contractor will have exclusive use of the generator stator with the generator rotor removed on or before November 1, 1999.

(b) Reclamation shall begin unit tear down during the period of October 1, 1999 to **October 31, 1999**.

(c) Complete installation including testing in accordance with part 6.03 (a) and (b), Field Tests, of the new armature winding under Schedule Item 2B is required on or before **February 1, 2000**.

(d) The tests under part 6.03 (c), (e) and (f), Field Tests, shall be performed at a time selected by Reclamation, but not to exceed 18 months after completion of installation of the armature winding.

**(e) The Table below is to be completed by the offeror and submitted with the initial offer. Those offerors providing a time in excess of the time required in Column 3 below will not be considered for award. As Timely Delivery, Installation, and Testing of the New Generator Core, Armature Winding and Excitation System are considered highly important by the Government and is included as an evaluation factor for award, offerors are encouraged to propose a shorter Delivery/ Completion period than required by the Government. 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 in Column 3 below. If the offeror proposes no other delivery schedule, the required delivery schedule listed in Column 3 below will apply.**

**Delivery/Completion Schedule**

Line Item No.	Description	Required Delivery/ Completion Time*	Proposed Delivery/ Completion Time*
2	Furnishing and testing new Armature Winding	No later than November 1, 1999	
3, 4	Remove and prepare for disposal the existing armature windings; and install new windings	No later than February 1, 2000	
5, 6, 7A, 7B	Recondition exciter; install new copper and insulation; factory test; test exciter for asbestos; remove insulation and copper and prepare for disposal (if require exciter does not contain asbestos); and remove insulation and copper and prepare for disposal (if exciter does contain asbestos)	No later than February 1, 2000	

8	Furnishing and Factory Testing New Generator Stator Core	No later than November 1, 1999	
9, 10A, 10B, 10C	Testing existing stator core; remove and dispose of existing core (if required); install and test new stator core (if required); recondition existing core (if required); and centering and/or making circular the core (if required)	No later than February 1, 2000	
12, 13	Furnish spare parts	No later than February 1, 2000	

(2) Completion of Option 1: Armature windings and reconditioning generator exciter (schedule items **16, 17, 18, 19, 20, 20, 24, and 25**) and existing testing of generator core (schedule items **21, 22A, 22B, and 22C**) of a second unit. The contractor shall deliver to Davis Dam the required armature windings no later than November 1, 2000.

(a) The contractor shall begin performance on the armature windings and reconditioning exciter within 15 calendar after receipt of the notice to proceed and complete all work, including testing and final cleanup, no later than **February 1, 2001**. This is dependent on whether the Contractor will have exclusive use of the generator stator with the generator rotor removed on or before November 1, 2000.

(b) Reclamation shall begin unit tear down during the period of October 1, 2000 to **October 31, 2000**.

(c) Complete installation including testing in accordance with part 6.03 (a) and (b), Field Tests, of the new armature winding under Schedule Item 13B is required on or before **February 1, 2001**.

(d) The tests under part 6.03 (c), (e) and (f), Field Tests, shall be performed at a time selected by Reclamation, but not to exceed 18 months after completion of installation of the armature winding.

**(e) The Table below is to be completed by the offeror and submitted with the initial offer. Those offerors providing a time in excess of the time required in Column 3 below will not be considered for award. As Timely Delivery, Installation, and Testing of the New Generator Core, Armature Winding and Excitation System are considered highly important by the Government and is included as an evaluation factor for award, offerors are encouraged to propose a shorter Delivery/Completion period than required by the Government. 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 in Column 3 below. If the offeror proposes no other delivery schedule, the required delivery schedule listed in Column 3 below will apply.**

**Delivery/Completion Schedule**

Line Item No.	Description	Required Delivery/ Completion Time*	Proposed Delivery/ Completion Time*
16	Furnishing and testing new Armature Winding	No later than November 1, 2000	
17, 18,	Remove and prepare for disposal the existing armature windings; install new windings	No later than February 1, 2001	
19, 20A, 20B	Recondition exciter; install new copper and insulation; factory test; remove insulation and copper and prepare for disposal (if exciter does not contain asbestos); remove insulation and copper and prepare for disposal (if exciter does contain asbestos)	No later than February 1, 2001	
21, 22A, 22B, 22C	Testing existing stator core; remove and dispose of existing core (if required); install and test Government-furnished stator core (if required); and recondition existing core (if required); centering and/or making circular the core (if required)	No later than February 1, 2001	
24	Furnish spare parts	No later than February 1, 2001	

(C) ACCELERATION OF WORK

Reclamation, at its sole option, reserves the right to direct the Contractor to expedite the installation and testing work. The additional cost to the Contractor for expediting this work will be negotiated either prior to or directly after the direction for expediting the work is given.

(D) 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$6,500.

**Provided that the maximum total liability for liquidated damages for the delay to the base schedule and optional schedule shall not exceed \$200,000.**

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

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default **paragraph** in this contract.

(E) 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(2) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(F) WBR 1452.201-80 AUTHORITIES AND LIMITATIONS--BUREAU OF RECLAMATION (JUL 1993)

(1) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(2) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(3) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(4) (a) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(b) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(5) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(This page has been included in the electronic version of the amendment to preserve the pagination of the double-sided hard copy.)

(M) 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.

(N) 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996)

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

(O) 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 **15A**  
§ through **25** identified in The Schedule as Option Schedule, 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 February 1, 2000. The delivery time for the Option, if the Contracting Officer exercises the option, shall be as specified in Delivery and Completion of Work clause of the contract.

(P) 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN  
CONSTRUCTION (SEP 1996)

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

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

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price for the installation work only and a payment bond (Standard Form 1416) in an amount equal to 50 percent of the contract price for the installation work only.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 calendar days, but in

any event, before commencing the installation work on the Base Schedule and the Option Schedule, if exercised.

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

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

(Q) 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for a period of 5 years the generator stator core, armature windings, and reconditioned exciter after acceptance by the Government will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or

VOLUME TWO shall contain:

- (1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";
- (2) A fully completed set of the "SF1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items, the Spare Parts, and the Warranted Losses you are proposing;
- (3) A fully completed set of the proposed delivery schedule requested in the Delivery and Completion of Work clause in Part II, paragraph 2(B);
- (4) A fully executed and completed copy of the provision entitled "52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS," and

§  
§  
§  
§

**(5) A fully completed copy of the proposed subcontracting plan required under FAR 52.219-9, entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.**

3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

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

- (1) Technical Capability to perform or provide the following major items of work:
  - (i) Armature windings,
  - (ii) New generator core,
  - (iii) Excitation system,
  - (iv) Other generator parts and characteristics, and
  - (v) Efficiency and Warranted Losses on Stator Core and Armature Winding (Price Evaluation)
- (2) Timely Delivery, Installation and Testing of New Generator Core, Armature Winding, and Excitation System.
- (3) Manufacturer's Experience and Key Personnel
- (4) Previous Corporate Experience.
- (5) Past Performance.
  - (i) Past Projects,
  - (ii) Reliability, and
  - (iii) Facilities

- (6) Transportation.
- (7) Installation and Removal Plan.
- (8) Design Innovations/Design Methods.
- (9) Risk.
- (10) Price.

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Non-price evaluation factors (1) through (9) above, when combined, comprise 75% of the total evaluation weight. Evaluation factor (10) above, Price, comprises 25% of the total evaluation weight.

(b) Relative Weight of Evaluation Factors.

- (1) Technical Capability to perform or provide the major items of work. This evaluation factor will comprise 20% of the total evaluation weight.

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

The following major items to be evaluated are generally listed in descending order of importance with respect to the overall rewind replacement, new core and reconditioned exciter. Strong emphasis will be placed on the method and completeness of the technical studies, acceptability of recommendations, and acceptability of materials and methods of component modifications where acceptable. Each major item will be reviewed individually and with respect to the total rewind replacement, new core and reconditioned exciter. Specific evaluation subfactors, which are critical to each major item, are listed with the description of the item.

- (i) Armature windings. A new armature winding is required to replace the deteriorated existing winding. Technical data furnished with the proposal shall indicate the insulation class and temperature rise of the new winding and shall include details of the winding construction and installation and dimensions of the coil. Evaluation subfactors include but are not limited to design of winding, wedge design, installation methods, proposed testing methods/procedures, type of insulation and testing methods at each stage of coil manufacturing, operating temperatures, losses, spare parts requirements, maintenance requirements, and general engineering approach.

- (ii) New generator core. The offeror shall provide the process of testing the existing core in order to determine the need for replacement. A new generator

schedule for all offers indicating that the articles, materials, and supplies are not domestic source end products or are domestic source end products containing components of foreign origin.

§ **(e) Evaluation of Options--Except when it is determined in accordance with FAR**  
§ **17.206(b) not to be in the Government's best interests, the Government will evaluate**  
§ **offers for award purposes by adding the total price for all options to the total price**  
§ **for the basic requirement. Evaluation of options will not obligate the Government to**  
§ **exercise the option(s).**

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL  
ITEMS (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 the stock of which 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. 6050M).

(1) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(2) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity:
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

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

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

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(4) Women-owned business concern. The offeror represents that it ( ) is, ( ) is not, a women-owned business concern.

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

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(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.]*

**SITE VISIT**

**SOLICITATION NO. 99-SQ-30-12510**

**ARMATURE WINDING, CORE AND RECONDITIONED EXCITER  
FOR GENERATOR AT DAVIS POWERPLANT**

**PARKER-DAVIS PROJECT  
ARIZONA**

**SITE VISIT  
DECEMBER 8, 1998, 10 AM**

**SIGN IN SHEET**

<b>Name &amp; Address of Firm</b>	<b>Representative/Title</b>	<b>Telephone No.</b>
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Benjamin Carr - Industrial Repair Ser.	Chief Engineer	505-327-1322
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Bob Barletta	Eastern Electric	
George Kraft	USBR - Davis Dam - Mgr	520-754-3626
Tim Ulrich	USBR - LC Dams - Area Mgr	702-293-8302
Beverly Nelson	USBR - LCR Contract Spec.	702-293-8524
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