



99-SQ-30-12560
REQUEST FOR QUOTATION
COMMERCIAL ITEM

REPAIR, REINSULATE, AND TEST 288 FIELD POLES FOR UNITS 1, 2, AND 3 AT HEADGATE ROCK DAM POWERPLANT

Arizona

Lower Colorado Regional Office
Boulder City, Nevada

1999



United States Department of the
Interior
Bureau of Reclamation

www.lc.usbr.gov/~g3100

TABLE OF CONTENTS

TABLE OF CONTENTS i-ii

STANDARD FORM 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1

PART I - CONTINUATION OF BLOCKS FROM SF 1449 3

- 1. BLOCK 15: DELIVERY TO 3
- 2. BLOCK 16: GOVERNMENT ADMINISTRATION PERSONNEL 3
- 3. BLOCK 17a: CONTRACTOR'S ADMINISTRATION PERSONNEL 3
- 4. BLOCK 18b: SUBMISSION OF INVOICES. 4
- 5. BLOCKS 19-24: SCHEDULE OF SUPPLIES/SERVICES 4

PART II - CONTRACT CLAUSES 5

- 1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998) . 5
- 2. ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS (APR 1998). 8
 - (A) 52.211-8 TIME OF DELIVERY (JUN 1997) 8
 - (B) 52.247-34 F.O.B. DESTINATION (NOV 1991) 9
 - (C) 1452.210-70 BRAND NAME OR EQUAL--DEPARTMENT OF THE
INTERIOR (JUL 1996) ALTERNATE I (JUL 1996) 10
 - (D) WBR 1452.247-900 PREPARATION FOR SHIPMENT AND HANDLING--BUREAU
OF RECLAMATION-LOWER COLORADO REGION (NOV 1996) 10
- 3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 1999) 11

PART III - DOCUMENTS, EXHIBITS OR ATTACHMENTS 15

- I. GENERAL WORK REQUIRED 15
- II. BACKGROUND 15
- III. SPECIFIC WORK TASKS TO BE PERFORMED 16
- IV. DRAWINGS 17

PART IV - SOLICITATION PROVISIONS 19

- 1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998) 19
- 2. ADDENDUM TO 52.212-1 21
 - (A) PERIOD FOR ACCEPTANCE OF OFFERS 21
 - (B) 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR
(JUL 1996) (DEVIATION) 21
 - (C) WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS -- BUREAU OF
RECLAMATION (SEP 1997) 22

- 3. WBR 1452.214-900 BASIS OF AWARD--BUREAU OF RECLAMATION--LOWER COLORADO REGION (APR 1998) 22
- 4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 1999) 23
- 5. WBR 1452.209-900 OFFEROR RESPONSIBILITY DATA--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996) 29

ATTACHMENT NO. 1 - DRAWINGS (3)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 99313400014		PAGE OF PAGES	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 99-SQ-30-12560	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Beverly K. Nelson (e-mail: bnelson@lc.usbr.gov)		b. TELEPHONE NUMBER (No collect calls) (702) 293-8524		8. SOLICITATION ISSUE DATE 2/26/99	
						8. OFFER DUE DATE/ LOCAL TIME 3/19/99 @ 3:00 PM	
9. ISSUED BY		CODE LC-3113		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 3621 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	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE LC-3113	
Headgate Rock Dam Powerplant (across from Safeway Plaza) Highway 95 Parker, Arizona 85344				Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE D-7734	
TELEPHONE NO.		FACILITY CODE		U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center Finance and Accounting Services P.O. Box 25508 Denver CO 80225-0508			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE PARAGRAPH 4. CONTINUATION OF BLOCKS 19 THROUGH 24					
		<i>(Attach Additional Sheets as Necessary)</i>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE DATED _____ 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				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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

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

CONTINUATION OF BLOCKS FROM SF 1449

1. BLOCK 15: DELIVERY TO

(a) All supplies or equipment required under this contract shall be shipped f.o.b., destination to the following address:

Headgate Rock Dam
(Across from Safeway Plaza)
U.S. Highway 95
Parker, Arizona 85344

(b) Deliveries will be accepted between 6:30 a.m. to 3:00 p.m., local time, Monday through Thursday. Point of contact for delivery information is Mr. Carlton Smith, Chief of Parker Dam, telephone 760-663-0233.

2. 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

3. BLOCK 17a: CONTRACTOR'S ADMINISTRATION PERSONNEL

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

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

4. BLOCK 18b: SUBMISSION OF INVOICES.

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

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

5. BLOCKS 19 THROUGH 24: SCHEDULE OF SUPPLIES/SERVICES.

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Disassemble, dry, clean, repair, reinsulate, reassemble, paint and test field poles in accordance with Statement of Work.	288	poles	\$	\$
2	Repair or replace field pole turn insulation in accordance with Statement of Work.	50	poles	\$	\$
Total for Schedule					\$

PART II
CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

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

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

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;

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

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

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer

software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS (APR 1998).

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

(A) 52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After Date of Contract
1 (first lot)	96 poles	60 calendar days
1 (second lot)	96 poles	90 calendar days
1 (third lot)	96 poles	120 calendar days

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After Date of Contract
1 (first lot)	96 poles	
1 (second lot)	96 poles	
1 (third lot)	96 poles	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. 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. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) 5 calendar days for

delivery of the award through the ordinary mails, or (2) 1 working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(B) 52.247-34 F.O.B. DESTINATION (NOV 1991)

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

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

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

(b) The Contractor shall--

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

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

(2) Prepare and distribute commercial bills of lading;

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

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

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

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

(C) 1452.210-70 BRAND NAME OR EQUAL--DEPARTMENT OF THE INTERIOR (JUL 1996) ALTERNATE I (JUL 1996)

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

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

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

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

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

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

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

(d) The information for an "equal" product required by paragraph (c) to be submitted in the bid may be furnished after contract award for the products listed in the following table:

(D) WBR 1452.247-900 PREPARATION FOR SHIPMENT AND HANDLING--BUREAU OF RECLAMATION-LOWER COLORADO REGION (NOV 1996)

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

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 1999)

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

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

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

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) Reserved
- (3) 52.219-8, Utilization of Small Business Concerns(15 U.S.C. 637 (d) (2) and (3));
- (4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (6)(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).
- (6)(ii) Alternate I of 52.219-23.
- (7) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (8) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- (10) 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).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (18) [Reserved]
- (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

- _____ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103- 187).
- _____ (21)(ii) Alternate I of 52.225-21.
- _____ (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate.)

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

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

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

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

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

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

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

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

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

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

PART III
DOCUMENTS, EXHIBITS OR ATTACHMENTS

REPAIR, REINSULATE, AND TEST
288 FIELD POLES FOR UNITS 1, 2, AND 3 AT
HEADGATE ROCK DAM POWERPLANT

I. GENERAL WORK REQUIRED

I.1 The Contractor shall disassemble, dry, clean, repair, reinsulate, reassemble, paint, and test 288 field poles for the three hydroelectric generators installed at Headgate Rock Dam Powerplant. The Government will ensure the field poles have been removed from the generators and placed on pallets prior to collection of the field poles by the Contractor. Upon completion of the refurbishment, the field poles shall be returned to Headgate Rock Dam Powerplant in lots of three, e.g. 96 in the first lot, 96 in the second lot, and 96 in the third lot. The field poles should be packaged for shipping to prevent damage and exposure to moisture. The Government estimates that the field poles weigh approximately 250 pounds each and four field poles will fit on one pallet. Upon collection and return of the field poles, the Government will be responsible for loading and off-loading the field poles. The Government is responsible for reassembling the field poles on the generators.

I.2 The Contractor shall furnish all materials and labor required to accomplish the repair and rehabilitation of the field poles. All materials used to repair/refurbish the field poles shall be class F as defined by ANSI C50.12-1989.

I.3 Repair and rehabilitation of the field poles shall be performed under the supervision of a knowledgeable engineer who can assist in the assessment of the condition of the pole body, field winding, and the insulation systems.

II. BACKGROUND

Headgate Rock Powerplant was flooded on October 2, 1998 due to a catastrophic failure in the area of the turbine shaft. The three plant generators were inundated with oily water for a period of several weeks.

The three generators at Headgate Rock Powerplant are important sources of revenue to the Bureau of Indian Affairs and the Native Americans of the area.

The three horizontal-axis hydro generators at the powerplant were manufactured by Villares, Inc. of Brazil and were placed in service in 1994. The units are rated 4160 V, 7.222 kVA, at 0.9 power factor. Each generator has a static excitation system connected through collector rings to the field windings. The excitation system is rated 360 VDC, 200 kW, 550 A. The collector ring voltage and current required to achieve rated kW output is 231 VDC, and 479 A.

Drawings showing dimensions of the field poles are not available for review. The field winding consists of 23 ½ copper edge wound turns which are approximately 1.2 inches wide. Eight of the turns are extended for cooling purposes. The field winding is rectangular in shape with an

inside width of approximately 5 1/4 inches by 20 3/4 inches in length. The pole body total height is approximately 7 3/8 inches (6 1/8 inches with pole shoe removed), and the width is approximately 5 inches.

III. SPECIFIC WORK TASKS TO BE PERFORMED

The Contractor shall perform the following tasks:

1. Matchmark all components of each field pole for future reference and then remove the field winding from the pole body. Dispose of all mica groundwall insulation. There is no asbestos in the insulation system for these field poles. The pole collars are to be reused. All components to be reused shall be marked in relationship to the pole body for correct reassembly.

2. Dry the pole bodies in an industrial oven at a low temperature for a minimum of 24 hours or until the moisture is gone.

3. Clean all pole bodies, end caps, nut blocks, and collars of loose paint and rust. Deburr all rough edges on the pole body. Check tightness of the pole body and straightness of the pole face. If necessary, retorque the pole body through bolts to an acceptable value. Paint the clean pole body with a coating of Glyptal (Glyptal, Inc., 305 Eastern Avenue, Chelsea MA 02150, 1-800-457-1201) or equivalent paint to a finished thickness of 1 to 2 mils. The salient characteristics for Glyptal are: (1) electrical insulating epoxy paint; (2) heat resistant (3) water resistant (4) high dielectric strength (1500 volts/mil); and (5) oil resistant.

4. Visually inspect pole body for sharp edges and burrs prior to reinsulating. Using Nomex (Spruance Plant, 5401 Jefferson Davis Highway, Richmond VA 23234, 1-800-453-8527) or equivalent insulation, place new creep insulation on the pole body coroners. Place two or more layers of groundwall insulation (Nomex 410, 20 mils thick or equivalent) on the pole body making sure that the sides of the pole body are covered from top to bottom and that all seams overlap a minimum of 1 inch on the first layer. The salient characteristics for Nomex and Nomex 410 are: (1) heat and flame resistant; (2) low thermal shrinkage; (3) low electrical conductivity; (4) high abrasion and wear resistance; (5) excellent hydrolysis resistance; (6) excellent dimensional stability; (7) low elongation to break; (8) high ultraviolet resistance; (9) high chemical resistance; and (10) formable for molded parts.

5. Dry the field winding if necessary in an industrial oven at a low temperature for a minimum of 24 hours or until the moisture is gone. Clean and deburr the field winding to remove sharp edges and contamination. Repair any loose turn insulation. Replace turn insulation if required.

6. Reinstall the bottom collar on the pole body, making sure to check matchmarks, so that the pole bodies and collars are reassembled with their original parts in their correct orientation. Place the field winding back on the pole with equal spacing around the pole body. Pack the gap between the field winding and the pole body with suitable filler materials such as fiberglass sheets. The filler material should not extend past the top of the pole body. Reinstall the top collar and seal using an acceptable material such as RTV sealant.

7. Test each reinsulated/refurbished field pole assembly. Each field pole assembly shall be given a surge test to confirm the integrity of the turn-to-turn insulation. Minimum voltage for the surge test shall be 2,300 volts. In addition to the surge test, each field pole assembly shall be given a hi-pot test for 1 minute at 2,500 volts in accordance with ANSI C50.10-1990. If the field pole assembly fails either test, the field winding shall be removed and reinsulated. The Contractor shall submit test reports showing the results of all tests performed on the field poles, and shall state the values of test voltages used if different than specified above.

8. After testing, each field pole assembly shall be given a final coating of Glyptal or equivalent paint to produce a finished thickness of 1 to 2 mils.

IV. DRAWINGS

1. List of Drawings.

The following drawings are attached for informational purposes only:

- a. Villares - 26C113024
- b. Villares - 26D113026
- c. Villares - 26E113055

PART IV
SOLICITATION PROVISIONS

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4,

Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at customerservice@mail.dnb.com.

2. ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)

(A) PERIOD FOR ACCEPTANCE OF OFFERS. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(B) 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR (JUL 1996) (DEVIATION)

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

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

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

(C) WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS -- BUREAU OF RECLAMATION (SEP 1997)

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

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

(1) Protest to the contracting officer;

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

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

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

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

3. WBR 1452.214-900 BASIS OF AWARD--BUREAU OF RECLAMATION--LOWER COLORADO REGION (APR 1998)

(a) The Government will evaluate offers based upon the total price bid for the Schedule. A contract will be awarded to the responsive, responsible bidder submitting the lowest total price for the Schedule and whose offer is in compliance with all requirements of this solicitation.

(b) The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 1999)

(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. 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.

fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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

(5) Common parent.

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

Name _____

TIN _____

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

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

(2) Small disadvantaged business concern. 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:

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

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

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

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

(i) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

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

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

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

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

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

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

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

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

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

5. WBR 1452.209-900 OFFEROR RESPONSIBILITY DATA--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each offeror shall provide a list of all Government and commercial contracts similar to the work required under this acquisition which has been performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the offer submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

Attachment No. 1