

BECHTEL MARINE PROPULSION CORPORATION

(THIS IS NOT A PURCHASE ORDER)

COMMERCIAL SOLICITATION

This Solicitation is for a *Fixed Price* purchase order.

Bechtel Marine Propulsion Corporation (BMPC) invites you to submit an offer on supplying the material and/or services covered by the draft purchase order, Commercial Purchase Order Instructions and the associated documents. A draft purchase order is provided for solicitation purposes only and is not to be construed as an order placement. The total pricing should be clearly identified in your offer, including any discounts applicable.

This solicitation letter has been structured to highlight salient features of the reference solicitation. It is of extreme importance that you thoroughly read this letter in order to preclude misunderstandings and/or errors in your response which would either render your proposal as non-responsive or unduly delay consideration of your proposal.

If Offeror's proposed pricing is pursuant to catalog price lists, schedules, GSA contracts or corporate agreements under which BMPC is eligible to purchase, a copy of such list/schedule/contract/agreement shall be furnished along with the offer. If applicable, provide Federal Supply Schedule (FSS) prices and ordering information and Government Contract Number. If alternate pricing such as Department of Energy (DOE) Integrated Contractor Purchasing Team (ICPT) or DOE Enterprise pricing would be more economical than FSS pricing, then provide both offers.

Offer shall reflect full compliance with all requirements of the draft purchase order and Commercial Purchase Order Instructions. The offer must clearly indicate when it deviates from this expectation and does not meet the requirements. In unusual cases in which the Offeror considers that a technical or administrative exception warrants special consideration, the exception must be clearly noted and a full explanation of the need for the exception provided.

APPLICABLE DOCUMENTS

Draft Purchase Order and Commercial Purchase Order Instructions including all provisions and specifications referenced therein or attached.

DOCUMENTS TO BE COMPLETED AND RETURNED WITH YOUR OFFER

- Representations & Certifications:
 - BMPC Proposal Certifications Form P-301

If certified through the Government's System for Award Management (SAM), Offeror may provide a copy of the certifications or Offeror's DUNS Number instead of completing the form identified above; however, Offeror shall provide any certification required by BMPC that is either absent from the Offeror's SAM certifications or marked in SAM as "Vendor will provide information with specific offers to the Government."
 - Supplier Data Sheet – Representations Form P-302. Representations on file in SAM may be provided, in accordance with 1.a above, in place of Form P-302.
- If Offeror's proposed pricing is pursuant to GSA contracts Open Market Items, in addition to the GSA items, shall be clearly identified by the Supplier.
- Signed proposal modifications, as applicable

OTHER DOCUMENTS WHICH MAY BE REQUESTED TO BE PROVIDED AFTER AN INITIAL OFFER IS PROVIDED

BMPC reserves the right to request that the following additional documents be provided by the Offeror prior to award of an order resulting from this solicitation:

- Authorization for Automatic EFT, Form P-306

Forms listed throughout this SOLICITATION if not provided herein may be found on the internet at <http://www.bmpc.com/procurement/index.html>.

SUBMITTING AN OFFER

Offeror shall submit an offer to the address and Contract Administrator listed on the Solicitation Fax Cover Page. Any questions, explanations or clarifications regarding this Solicitation should also be directed to the identified Contract Administrator. Offer shall be submitted via e-mail, mail or fax.

An offer shall state that it will be valid for ninety (90) days after the due date.

Offers will be accepted until close of business on the date specified on the Solicitation Fax Cover Page. It is the responsibility of the Offeror to assure that its offer is provided to the Contract Administrator by close of business on the date specified for receipt. Close of business is 5:00 p.m. local time. If Offeror intends to submit an offer and cannot meet that date, it must promptly notify the Contract Administrator and provide a justification for BMPC to extend the due date. BMPC reserves the right to accept an offer up to 24 hours after the specified due date for such cases as misrouting it. Any offer received more than 24 hours after the specified due date will not be considered unless it is the only offer received or the late receipt was solely due to mishandling by BMPC.

Offers must clearly identify the Solicitation number found on the Solicitation Fax Cover Page.

Offeror is requested to propose any cash discounts available for an accelerated payment schedule. If Offeror does not specify cash terms, the terms shall be as identified in the draft purchase order.

Purchase orders awarded to small business concerns will include provisions for prompt payment, with BMPC establishing a goal of making payments to small businesses within fifteen days of receipt of proper invoicing and documentation. To be eligible for award as a small business, a Supplier must represent in good faith and in writing prior to the award of the purchase order that it is a small business concern, or have on file prior to purchase order award small business program representations in the Government's System for Award Management (SAM).

GENERAL INFORMATION

Modification to Solicitation

If there is a formal modification or supplement to this Solicitation, it will be issued to all Offerors. It will act as a formal revision to the existing solicitation documents. Offeror shall acknowledge in writing all modifications with offer submission to ensure review of most recent requirements. Any oral explanations or instructions provided by BMPC before the award of the purchase order will not be binding.

Signature on Offer

Each offer must give the full business address of the Offeror. Additionally, each offer must be formally signed by a duly authorized representative of the Offeror. Offers by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Offers by corporations must be signed by the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other persons authorized to bind it in the matter. When requested by BMPC, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Modification of Offer or Withdrawal of Offer

A modification of an otherwise successful offer which makes its terms more favorable to BMPC and the Government will be considered at any time it is received and may be accepted. An offer may be withdrawn by written notice received by BMPC anytime prior to award.

BASIS OF AWARD

BMPC intends to award based on lowest price conforming offer, subject to the rights reserved by BMPC.

Rights Reserved by BMPC

- a. *BMPC reserves the right to set aside any offer, even though it may be acceptable in all other respects, if BMPC has reasonable doubt as to Offeror's ability to perform successfully should a purchase order be awarded as a result of this Solicitation.*
- b. *BMPC reserves the right to reject any offer if any exception is taken to the requirements of this Solicitation.*
- c. *BMPC reserves the right to buy all, none, or any part of the workscope or quantities specified from any Offeror, according to its best interest, unless the Offeror qualifies the offer by specific limitations.*
- d. *BMPC's decision regarding award of an order will be made to ensure BMPC is provided the best total value. BMPC reserves the right to include consideration of factors other than low price, such as delivery, shipping costs, technical, and administrative responsiveness, responsibility (past performance and financial stability), technical superiority, internal costs to place, administer and/or develop a new Offeror source of supply, socioeconomic status, lifetime costs of ownership (such as installation, maintenance, energy consumption, and the ultimate cost of disposal), and option pricing. BMPC may either (1) make an award on the basis of offer received without discussion, or (2) select one or more offers for further negotiation.*
- e. *BMPC reserves the right to retain copies of all offers received, including those from any unsuccessful Offeror, to properly document the procurement action.*
- f. *BMPC reserves the right to accept or reject any or all offers according to its best interests.*
- g. *Unless otherwise agreed in writing between the parties, any designs, drawings, specifications, or other manufacturing information furnished by BMPC to Offerors shall be deemed to be proprietary to BMPC and to have been furnished solely for the performance of this Solicitation.*
- h. *BMPC reserves the right, as a condition of award, to perform a survey of Offeror's facility, quality control system, production and production control system to determine if Offeror is capable of meeting the specific requirements of the proposed work. BMPC may require submission of Quality Control (or other) Manuals and procedures. If Offeror previously submitted such required documents, Offeror shall identify the previous submission. Offeror's failure or refusal to permit such a survey or submit requested manuals may be cause for rejection of its offer.*
- i. *If requested by BMPC, Offeror may be required to submit a detailed price breakdown.*
- j. *BMPC is not obligated to exercise any options. In evaluating the option price in relationship to the price for the basic requirements, an offer that is determined to be materially unbalanced may be rejected. An offer is materially unbalanced when an item is priced at an amount significantly less than its cost and another item is priced at an amount significantly more than its cost.*

SUPPLEMENTAL SOLICITATION REQUIREMENTS

GENERAL CLAUSES

Best User Pricing

This price is that which would be billed to your non-affiliated best user customer for like articles in substantially the same quantities. The Laboratory, the Government Agency or any of their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the seller necessary to verify that the price is the 'best user' price.”

Buy American Act Certification

- Reference: a. Buy American Act-Supplies - FAR 52.225-1
b. Buy American Act Certificate - FAR 52.225-2

The Offeror certifies through submittal of its offer that it shall deliver only domestic end products except to the extent that it specifies in writing in its offer the delivery of foreign end products. Specification of foreign end products shall be in a format that is substantially similar with the requirements of reference b., Buy American Act Certificate.

Equal Opportunity Solicitation Provisions

- Reference: a. Prohibition of Segregated Facilities – FAR 52.222-21
b. Previous Contracts and Compliance Reports - FAR 52.222-22
c. Affirmative Action Compliance - FAR 52.222-25

This solicitation and any resulting purchase order, except for transactions of \$10,000 or less (see FAR 22.807(b)(1)) are subject to Executive Order 11246, as amended, and rules and regulations that implement the Executive Order. The implementation of this requirement is accomplished via the Equal Opportunity clause (FAR 52.222-26) found in the General Provisions of the Commercial Purchase Order Instructions.

Offeror Certification

Through the submission of its offer, the Offeror certifies that it is in compliance with requirements it has had under previous federal contracts and subcontracts to develop written affirmative action programs and to file Equal Employment Opportunity reports.

Offerors that are unfamiliar with these requirements, their responsibilities as a federal contractor or subcontractor, and the impact of this certification should consult the resource materials available through the Office of Federal Contract Compliance Programs (OFCCP)(www.dol.gov/ofccp).

Salient Characteristics

The term “brand name” includes identification of products by make and model. If items called for by this order have been identified by a "brand name or equal" description such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. If the Offeror proposes to furnish an "equal" product, the manufacturer's name, brand, model number and other identifying data respecting the performance, capacity, nature and rating of the product to be furnished shall be identified prior to delivery. The determination as to equality of the product offered shall be the responsibility and sole right of BMPC; it will be based on information furnished by the Offeror.