

# FLUOR MARINE PROPULSION, LLC

## COMMERCIAL SOLICITATION (THIS IS NOT A PURCHASE ORDER)

This is a Solicitation for a **Fixed Price** Purchase Order.

Fluor Marine Propulsion, LLC (FMP) invites you to submit an offer for supplying the material and/or services identified in the draft Purchase Order, the Commercial Purchase Order Instructions, and the associated documents. The draft Purchase Order is provided for solicitation purposes only and is not to be construed as an order placement. Please thoroughly read the information provided to preclude misunderstandings and/or errors which could render your offer as non-responsive or delay consideration of your offer.

The offer shall reflect full compliance with all requirements of the draft Purchase Order; any deviation from the requirements listed must be clearly indicated. 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.

The total pricing should be clearly identified in your offer, including any applicable pricing discounts or 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.

If applicable, Offeror is required to identify the following in their offer:

- Catalog price lists, schedules, GSA contracts or corporate agreements under which FMP is eligible to purchase
- All open market and GSA items
- Federal Supply Schedule (FSS) prices, ordering information and Government Contract Number
- DOE Integrated Contractor Purchasing Team (ICPT) or DOE Enterprise pricing

For Purchase Orders placed with small businesses (as defined by SBA size standards applicable to the Solicitation), FMP will, to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the Supplier, make prompt payment to the Supplier with a goal of making payments within fifteen (15) days. To be eligible for award as a small business, an Offeror must represent in good faith and, prior to the award of a Purchase Order, identify in writing that it is a small business, or have on file small business program representations in the Government's System for Award Management (SAM).

### **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**

- [P-302](#), Supplier Data Sheet – Representations
- [P-325](#), Executive Compensation of First-Tier Subcontractor Certification
- [P-334](#), Authorized Reseller Certification, as applicable
- If proposed pricing is pursuant to GSA contracts Open Market Items, in addition to the GSA items, this shall be clearly identified
- Signed proposal modifications, as applicable

## **DOCUMENTS WHICH MAY BE REQUESTED TO BE PROVIDED FOLLOWING AN INITIAL OFFER**

FMP 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:

- **P-306**, Supplier Authorization for Automated Electronic Deposit of Invoice Payments

*Forms listed throughout this Solicitation if not provided herein may be found on the internet at: <https://navalnuclearlab.energy.gov/procurement-documents/>.*

## **SUBMITTING AN OFFER**

Offers must clearly identify the Solicitation number.

Offeror shall submit an offer via e-mail, fax, or mail to the Contracts Professional listed on the Solicitation Fax Cover Page. Any questions, explanations or clarifications regarding this Solicitation should also be directed to the Contracts Professional.

Offers will be accepted until the time specified as close of business on the offer due date as listed on the Solicitation Fax Cover Page. It is the responsibility of the Offeror to assure that its offer is provided to the Contracts Professional by close of business on the date specified for receipt.

If Offeror intends to submit an offer and cannot meet that date, it must promptly notify the Contracts Professional and provide a justification for FMP to extend the due date. FMP 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 an extension has been granted or if the late receipt was solely due to mishandling by FMP.

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

## **GENERAL INFORMATION**

### **Basis of Award**

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

### **Best User Pricing**

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

## Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

Reference: FAR 52.203-11 (*Applies to all offers greater than \$150,000*)

- a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
- b) Prohibition. The prohibition and exceptions contained in FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in this provision.
- c) ***Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.***
- d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 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 draft Purchase Order.

### **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](http://www.dol.gov/ofccp)).

## Modification to Solicitation

If there is a modification or supplement to this Solicitation, it will be issued to all Offerors 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 FMP before award of the Purchase Order will not be binding.

## **Modification of Offer or Withdrawal of Offer**

A modification of an otherwise successful offer which makes its terms more favorable to FMP 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 FMP anytime prior to award.

## **Resellers**

Suppliers (resellers) of commercial off the shelf (COTS) items, computer hardware or software products shall provide a description of the Supplier's relationship with the Original Product Manufacturer (OPM) including, if offered by the OPM, any partnership level and definition of the level. Supplier should include detailed information about the value added services provided by Supplier, specifically the Supplier's role in any services concerns or questions Buyer has regarding the OPM products.

## **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 FMP; it will be based on information furnished by the Offeror.

## **Signature on Offer**

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

### **Rights Reserved by FMP**

- a. *FMP reserves the right to set aside any offer, even though it may be acceptable in all other respects, if FMP has reasonable doubt as to Offeror's ability to perform successfully should a Purchase Order be awarded as a result of this Solicitation.*
- b. *FMP reserves the right to reject any offer if any exception is taken to the requirements of this Solicitation.*
- c. *FMP 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. *FMP's decision regarding award of an order will be made to ensure FMP is provided the best total value. FMP 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. FMP 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. *FMP reserves the right to retain copies of all offers received, including those from any unsuccessful Offeror, to properly document the procurement action.*
- f. *FMP 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 FMP to Offerors shall be deemed to be proprietary to FMP and to have been furnished solely for the performance of this Solicitation.*
- h. *FMP 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. FMP 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 FMP, Offeror may be required to submit a detailed price breakdown.*
- j. *FMP 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.*