

INQUIRY PROVISIONS AND INSTRUCTIONS

Throughout all inquiry documents, the terms "bid" or "proposal", "Bidder" or "Offeror", and "inquiry" or "solicitation" are used interchangeably.

1. **EXPLANATION TO BIDDERS** - Any explanation desired by a Bidder regarding the meaning or interpretation of the inquiry, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. **MODIFICATION TO INQUIRY**

If there is a modification or supplement to the existing bid documents, a bulletin will be issued to all bidders. This bulletin will act as a formal revision to the existing inquiry documents. Bidders shall acknowledge in writing the receipt of all bulletins in their proposals.

3. **INTERPRETATIONS AND EXCEPTIONS**

Interpretations established by the Offeror to inquiry specifications may be considered exceptions. Any questions, request for additional information or explanation desired by an Offeror regarding the meaning or interpretation of the inquiry, drawings, specifications, etc. must be requested in writing to the Contract Administrator with sufficient time allowed for a reply to reach bidders before the submission of their bids. Copies of replies to significant questions will be furnished to all Offerors.

Your proposal should be submitted on the basis of full compliance with the contract technical requirements. In unusual cases in which you consider that a technical or administrative exception warrants special consideration, the exception should be noted and a full explanation of the need for the exception provided. If there are none, a statement saying so should be provided.

If the Offeror in its proposal takes no exceptions to the inquiry, any subsequent purchase order awarded to the Offeror shall constitute acceptance of Offeror's proposal and form a legally binding contract. If the Offeror in its proposal takes exceptions, whether legal, technical or administrative, then these will be fully resolved between the parties and the purchase order shall reflect the negotiated agreement. In such case, the order awarded to the Offeror shall constitute acceptance of Offeror's modified/negotiated proposal and form a legally binding contract.

4. **BASE, ALTERNATE OR PARTIAL BIDS** - A single base (lump sum) bid shall be submitted, specifying the amount of money for performing all work necessary for the completion of the subject work in accordance with all drawings and specification requirements. Unless otherwise requested, the Bidder is to quote price and delivery, based on its normal workweek. Alternate bids shall be considered only on those items which are identified in the specifications and/or listed in the Supplier Bid Form.
5. **CORRECTIONS** - Erasures or other changes in the bid must be explained or noted over the signature of the Bidder.

6. **SIGNATURE ON BIDS** - Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and 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. Bids 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. The name of each person who affixes to his or her signature the word "President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by BMPC, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
7. **PROCEDURE FOR SUBMITTAL OF BIDS** - Bids must bear the inquiry number as must all correspondence pertaining to the inquiry.

NOTE: BIDS WILL NOT BE PUBLICLY OPENED

Regardless of whether a bid is handcarried, mailed through the U.S. Postal Service, delivered by some other delivery service, FAXed to the Bid Control Office (BCO) FAX line, or e-mailed to the electronic Bid Control Office, **it is the responsibility of the Bidder to assure that it is in the possession of the Bid Control Office or Contract Administrator, as applicable, not later than the exact date and time specified for receipt. BMPC is not obligated to sign for, or otherwise acknowledge receipt of such bids.**

Bids which are handcarried or delivered to the NRF Idaho address shall be deposited in the **Bid Repository** which is located at the following address:

Bid Control Office (BCO)
Naval Reactors Facility
NRF Gatehouse
Bid Repository
Scoville, ID 83403

Naval Reactors Facility
Attention: (Contract Adm. Name)
NRF Gatehouse
BID REPOSITORY
Scoville, ID 83403

No Quote

Submit your NO QUOTE response, if applicable, addressed as above.

8. **LATE BIDS, MODIFICATION OF BIDS, OR WITHDRAWAL OF BIDS**
 - a. Any bid received at the office designated in the solicitation after the exact date and time specified for receipt will not be considered unless it is the only bid received or the late receipt was solely due to mishandling by BMPC.
 - b. Any modification of a bid, except a modification resulting from BMPC' request for an optional bid, is subject to the same conditions as in (a) of this provision. Modifications submitted by FAX should not reveal the amount of either the original or revised bid, but rather should indicate only the amount of the revision.

- c. A modification resulting from BMPC' request for a best-and-final proposal that is received after the time and date specified in the request will not be considered unless the late receipt is due solely to mishandling by BMPC.
 - d. Notwithstanding subparagraphs a, b or c of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to BMPC and the Government will be considered at any time it is received and may be accepted.
 - e. A bid may be withdrawn by written notice received by BMPC anytime prior to award. A bid may also be withdrawn in person by a Bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, prior to award.
9. **MISTAKES IN BIDS** - Bidders or their authorized agents are expected to examine the drawings, specifications, schedules, site (if applicable) and all other instructions pertaining to the work. Failure to do so will be at the Bidder's own risk, and cannot secure relief on the plea of mistake in the bid.

10. **RIGHTS RESERVED BY BMPC**

- a. BMPC reserves the right to reject the bid of any Bidder who has previously failed to perform properly or failed to complete on time purchase orders of a similar nature, or the bid of an Bidder who is not in a position to perform the order.
- b. BMPC reserves the right to buy all, none, or any part of the workscope or quantities specified from any Bidder, according to its best interest, unless the Bidder qualifies the bid by specific limitations.
- c. BMPC reserves the right to accept or reject any bid with or without prior discussion with the Bidder.
- d. BMPC reserves the right to retain copies of all bids received, including those from any unsuccessful Bidders.
- e. BMPC reserves the right to accept or reject any or all proposals according to its best interests.
- f. Unless otherwise agreed in writing between the parties, any designs, drawings, specifications, or other manufacturing information furnished by BMPC to Seller shall be deemed to be proprietary to BMPC and to have been furnished solely for the performance of this request for quotation.

11. **BID VALIDITY PERIOD**

A bid shall state that it will be held open for 60 days after the proposal due date unless stated otherwise in the inquiry.

12. **BRAND NAME OR EQUAL**

If used in this inquiry, the term 'brand name' includes identification of products by make and model.

If items called for by this inquiry have been identified by a "brand name or equal" description such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by BMPC to be equal in all material respects to the brand name products referenced in the inquiry.

Unless the Offeror clearly indicates in its proposal that it is offering an "equal" product, its proposal shall be considered as offering the brand name product(s) referenced in the inquiry.

- a. 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 in the proposal. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of BMPC and will be based on information furnished by the Offeror or identified in its proposal as well as other information reasonably available to BMPC.

CAUTION TO OFFERORS: BMPC is not responsible for locating or securing any information which is not identified in the proposal or reasonably available to BMPC.

- b. If the Offeror proposes to modify a product so as to make it conform to the requirements of the inquiry, it shall (i) include in its proposal a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications.
- c. Modifications proposed after the bid opening to make a product conform to a brand name product referenced in the inquiry normally will not be considered.

13. **BASIS OF AWARD**

BMPC may either (1) make an award on the basis of proposals received without discussion of the proposals, or (2) select one or more proposals for further negotiation.

BMPC' decision regarding award of an order will be made to ensure the Government is provided the best total value. Award will be based primarily on price, including total bond costs, if applicable; however, factors such as technical superiority, delivery, internal costs to place and administer, socioeconomic status and lifetime costs of ownership such as installation, maintenance, energy consumption and the ultimate cost of disposal also may be considered and may be used to displace the low bid when they provide best total value, as solely determined by BMPC. Finally, matters of responsibility such as past performance and financial stability may also be considered.

14. **EXPENSES RELATED TO BID AND PROPOSAL COST**

This inquiry does not commit BMPC or the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

15. **GENERAL PROVISIONS AND GOVERNMENT DOCUMENTS**

General Provisions Forms listed in the Draft Purchase order that reference articles from the Federal Acquisition Regulations (FAR), Department of Energy Acquisition Regulations (DEAR) and the Defense Federal Acquisition Regulations (DFAR) have established hypertext links to articles found in these regulations. The article in effect as of the due date of all bids shall be the article in effect throughout the duration of the contract.

It is the Offeror's responsibility to obtain all referenced Government specifications, procedures and standards of the latest issues, either through use of the Internet or via the Offeror's local Government inspection office.

16. **RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) RECOVERED MATERIALS AFFIRMATIVE PROCUREMENT PROMOTION PROGRAM**

BMPC supports and is committed to efforts that promote cost effective resource conservation, recovery and reuse to the maximum extent practicable. Therefore, it is desirable that the percentage of recovered (recycled) materials used be the highest practicable, consistent with economic efficiency and performance requirements. The Bidder should, where applicable, certify that the actual content of recovered material in their products meets or exceeds the amounts specified.

17. **INELIGIBLE BIDDERS**

Any firms appearing on the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs are excluded from receiving this contract.

18. **REPRESENTATIONS**

By submission of a proposal, the Offeror attests that:

- It has filed all compliance reports (*if it has participated in a previous order subject to the Equal Opportunity article*)
- It has developed and has on file, if applicable, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2 when it has had orders subject to the written affirmative action programs requirements of the Secretary of Labor, i.e., supplier has greater than 50 employees or has had a Government contract in excess of \$50,000--see FAR 22.804-1) (*not applicable to construction actions*)
- At the time of proposal submission, the Offeror, or its principals, is not debarred, suspended, or proposed for debarment by the Federal Government.