

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 96	
2. CONTRACT NO.		3. SOLICITATION NO. N33191-15-R-1428	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Jul 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY FEAD BAHRAIN PSC 851 BOX 510 FPO AE 09834-0510		CODE N33191	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
TEL: +973-17-85-4481 FAX: +973-17-85-4338			See Item 7		TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 04:00 PM local time 30 Jul 2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KATRINA B. PORTER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 318 439 4481	C. E-MAIL ADDRESS katrina.porter@me.navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. FOB: Destination</p>				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	<p>Option Year 1 FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options 1-4 before or after the specified duration at anytime during the duration of the contract. FOB: Destination</p>				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Year 2 FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options 1-4 before or after the specified duration at anytime during the duration of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Year 4 - FFP 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options 1-4 before or after the specified duration at anytime during the duration of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Year 5 - FFP 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options 1-4 before or after the specified duration at anytime during the duration of the contract. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Option A: Base Year FFP- 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+2 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government plans to exercise Option A at the beginning of Option 1, however the Government reserves the right to exercise Option A at any time during the period of performance (60 months) for this contract. The Government reserves the right to negotiate a prorated period of performance for Options A-D before or after the specified duration at anytime during the duration of the contract. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option B: FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+2 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options A-D before or after the specified duration at anytime during the duration of the contract. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option C: FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+2 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachments. The Government reserves the right to negotiate a prorated period of performance for Options A-D before or after the specified duration at anytime during the duration of the contract. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option D: FFP - 12 Months FFP Provide temporary power for Building 262 Naval Support Activity (NSA I), Bahrain through recurring work; include n+2 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services in accordance with the Performance Work Statement and all applicable attachment. The Government reserves the right to negotiate a prorated period of performance for Options A-D before or after the specified duration at anytime during the duration of the contract. FOB: Destination				
NET AMT					

SERVICES AND PRICES

B.1 Intent to Award: For the award of the base performance period of the contract, the Government intends to award the CLINS as specified in Section C of the Performance Work Statement.

B.2 Contract Title: Temporary Power for Building 262, located at Naval Support Activity I, (NSA), Bahrain located in the Middle East.

B.3 Type of Contract: This is a Firm Fixed Price type of contract as noted in Section L, Instructions, Conditions and Notices to Bidders.

B.4 Prior Contract Information: The contract issued as a result of this solicitation will be the initial contract for the work as described in the Performance Work Statement. This is not a follow on or a replacement contract.

B.5 Requests for Proposals (RFP) Information/Clarification Questions: Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document using Attachment by J.1, Pre-Award Inquiry Form, by Email to: Katrina.Porter@me.navy.mil by Sunday, 26 July 2015, 1600 hours, Bahrain local time.

B.6 Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed five (5) years or 60 months. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, FAC 5252.217-9301, Option to Extend the Term of the Contract-Services (June 1994).

B.7 Contract Price Information: For Administrative purposes of the U.S. Government, the price of this contract and all subsequent modifications issued under this contract will be expressed in U.S. dollars. Payment will also be made in U.S. dollars.

B.8 Contract Line Items: Offerors shall enter unit prices and amounts of Contract Line Items (CLINS) as indicated in the schedules. CLIN unit prices to be rounded to the nearest whole numbers.

B.9 Unit Price Adjustments In Option Periods: In the event the Government elects to exercise and option period, the contract price proposed and accepted at time of award will be the contract price. No price adjustments will be made. The Government’s intent to exercise options is described as follows:

Contract Year	Backup Power: (Include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)	Prime Power: (Include n+2 Prime and Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)
1	Base Contract: 12 months (from date of award)	
2	Option 1: 12 months (from date of award)*	Option A: Base Year 12 months (from date of award)**
3	Option 2: 12 months (from date of award)*	Option B: 12 months (from date of award)**
4	Option 3: 12 months (from date of award)*	Option C: 12 months (from date of award)**
5	Option 4: 12 months (from date of award)*	Option D: 12 Months (from date of award)**

** The Government plans to exercise Option A at the beginning of base Option 1, however the Government reserves the right to exercise Options A-D at any time during the period of performance (60 months) for this contract.

B.10 Period of Performance: Offerors shall submit an offer for the performance of work as described in the above Paragraph B.9. The offeror’s pricing shall reflect pricing for the Base Contract and Options 1-4 and Options A, B, C, and D all are which 12 months period.

B.11 The solicitation incorporates by references a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of technical specifications as stated in Section C. The Contractor will be required to meet those technical specifications that are contained in Performance Work Statement, Attachment and all exhibits.

B.12 Notice to Offerors: Offerors are required to submit Section B, Offeror (Price Proposal Schedule) Attachment J.2 with their offer.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT**

Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Statement of Work. Items listed are not inclusive, but provides a general description of work to be performed.

PROJECT DESCRIPTION:

Provide temporary backup power solution (Redundant - hot standby configuration) to supply power to the three existing chillers ACC-1A, ACC-1b and ACC-2 located on the roof of building 262. Refer to Attachment 1 for Chillers specific information.

The chillers serve critical server rooms, UPS rooms, and other critical equipment in the building. For this reason operations of the chillers must be ensured for the entire duration of the contract under any circumstances.

This statement of work describes service to design, deliver, setup and maintain hot standby temporary backup power solution, and power distribution system, including Automatic Transfer Switch (ATS), Bypass Switch, Electrical Distribution Panels and all other materials and labor to the services described.

Contractor shall ensure that systems, equipment and services provided are able to meet the above mentioned critical statement.

All equipment provided under this contract shall be considered as Contractor ownership for the entire duration of the contract. The Government will not own the equipment at any time. At the end of the contract all equipment will remain under the Contractor's ownership and shall be removed from the site as specified within the contract.

APPLICABLE CODES AND STANDARDS:

The installation, design and construction shall be in accordance with established construction practices, and the latest revision/edition of the following referenced codes and standards. The term "Latest Revision/Edition" is defined as the version as of the project award date. References are available at www.wbdg.org/ndbm/. The advisory provisions of all codes and standards shall be mandatory, as though the word "shall" had been substituted for "should" wherever it appears. Reference to the "authority having jurisdiction" shall be construed to mean "Contracting Officer". Comply with the required and advisory portions of the current edition of the standard at the time of contract award. UFC 1-200-01, *General Building Requirements* is the building code guide and contains references to other UFCs and Codes that are to be used for all sections in this contract. UFC 1-300-09N, *Design Procedures*, provides design guidance and contains references to other UFCs and Codes that are to be used for all sections in this contract. The Unified Facilities Guide Specifications are available at http://www.wbdg.org/ccb/browse_cat.php?c=3.

1. Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements
2. UFC 1-300-09N, Design Procedures

3. Associated Air Balance Council (AABC)
4. National Environmental Balancing Bureau (NEEB)
5. International Mechanical Code (IMC)
6. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standards
7. National Electrical Manufacturers Association (NEMA)
8. Electronic Industries Alliance (EIA)
9. American Aluminum Manufacturers Association (AAMA)
10. Federal, State, County, and local environmental regulations
11. ASHRAE Std. 90.1, *Energy Standards for Buildings Except Low Rise Residential Buildings*
12. American Society of Testing and Materials (ASTM)
13. National Fire Protection Association (NFPA) Codes and Standards
14. IEEE C2, *National Electrical Safety Code*
15. ANSI/NETA International Electrical Testing Association Standards
16. Final Governing Standards and other Host Nation Environmental Laws and Regulations as applicable

In addition to the codes and standards listed above, the installation, design and construction shall be in accordance with the latest revision/edition of the local codes and standards. In case of conflict between all mentioned codes and standards the most strict shall apply.

SITE ANALYSIS:

The three chillers are located on the roof of building 262 located at Naval Support Activity I, Bahrain. Currently the Chillers are connected to the Main Switch Gear (MSG) in the electrical substation 15 (P-15) located at ground floor of bldg. 262.

The three chillers are in n+1 configuration (two working, one spare).

Existing site layout is shown in Attachment 3.

Available As-Built information is shown in Attachment 4.

Pictures of current chillers installation are shown in Attachment 5.

Any Government provided data is included for the Contractor's information only, and while it is considered to represent conditions existing on the project site anticipated at this time, it is not guaranteed to fully represent all subsurface conditions. The Contractor shall be responsible for providing the services of an engineer to conduct any exploration, investigation, testing, and analysis that the engineer deems necessary in order to provide the required service.

This project will require vehicle access from the Banz Gate of NSA, Bahrain, pedestrian access from the Pass & ID gate.

PROJECT OBJECTIVES:

The project objective is to provide reliable backup power to the three mentioned chillers. To achieve this goal the first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the

Navy intends to work to find solutions that will be beneficial to both the Government and its partners.

The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although Performance Work Statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within the bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.

The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).

CONTRACT DURATION, MOBILIZATION, CONSTRUCTION AND INSTALLATION TIME:

Contract Year	Backup Power: (Include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)	Prime Power: (Include n+2 Prime and Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)
1	Base Contract: 12 months (from date of award)	
2	Option 1: 12 months (from date of award)*	Option A: Base Year 12 months (from date of award)**
3	Option 2: 12 months (from date of award)*	Option B: 12 months (from date of award)**
4	Option 3: 12 months (from date of award)*	Option C: 12 months (from date of award)**
5	Option 4: 12 months (from date of award)*	Option D: 12 Months (from date of award)**

** The Government plans to exercise Option A at the beginning of base Option 1, however the Government reserves the right to exercise Options A-D at any time during the period of performance (60 months) for this contract.

For the Base year the Government will provide the contractor 90 calendar days, from the date of award, in order to mobilize, construct all necessary structural, civil, and electrical infrastructure, and to install, and bring the power system intended and all of its' components to operational level.

For Option A the Government will provide the contractor 90 calendar days, from the date of award, in order to mobilize, construct all necessary structural, civil, and electrical infrastructure, and to install, and bring the power system intended and all of its' components to operational level.

SERVICE CONTRACT CONDITION:

Contractor shall nominate a "Designated Representative" (DR) to operate, maintain and manage the project. The designated DR must have a Professional Engineer (P.E.) qualification and registration at a recognized "Council of Engineers" authority and must be able to act on the Contractor's behalf in overseeing the performance of this contract.

The DR must be a Professional Engineer with Master Degree from a recognized University and currently registered in Council of Engineers to practice in the particular field involved for work that contract require, and serves as the Project Manager for the contract. The DR shall a minimum of 20 years proven experience working on Naval Facilities Engineering Command (NAVFAC) contracts, which can include Design-Build, Design-Bid-Build, Service and Construction and shall have at least five years of experience in managing a workforce providing services on contracts of same, similar or greater in size and complexity to this project as described in the PWS. The DR shall have the authority to sign all documents submitted to the Government. The signature shall be in accordance with Electronic Design Deliverables (EDD) Format.

General Information for Management and Administration:

The Government's regular working hours are from 0700-1600, five days per week, Sunday through Thursday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work as described in the PWS require the Contractor to perform continuous operations, 24 hours a day/7 days a week, of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours and the work hours as described in the PWS requires prior KO approval.

The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

The Contractor is required to attend all administrative and coordination meetings that the Government deems necessary, at no additional cost to the Government.

Training for Maintenance and Operation of New and Replacement Systems and Equipment: Provide, every year, on-site training to Client personnel on how to operate all installed

equipment and overall distributing system provided. When main construction, renovation, or repair work is performed, the Contractor shall provide training to Government personnel, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.

Permits and Licenses: The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable NSA Base and local laws and regulations. The Contractor shall submit copies of Permits and Licenses obtained.

Insurance: The Contractor shall submit a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.

The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.

The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage

Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes

Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers

Protection of Government property: During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.

Management: The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.

Deliverables: Records and reports are specified in and listed as deliverables. The Contractor shall submit accurate and complete documents within the required timeframes. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.

Quality Management System: The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program

shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:

- ... Accurate documentation of work processes, procedures, and output measures.
- ... A systematic procedure for assessing compliance with performance objectives and standards.
- ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.
- ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.

Quality Management Plan: The Contractor shall develop and submit a QM Plan. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, the Contractor must submit to the KO a revised QM Plan for acceptance.

The Contractor's QM Plan shall include, at a minimum, the following:

- ... Policy and objectives of Quality Management System (QMS)
- ... Quality organization
 - o List of personnel
 - o Responsibilities & lines of authority
 - o Training and qualifications
- ... Approach to assuring quality of services provided and conformance with performance objectives and standards
- ... Methods and procedures for effective planning, operation and control of processes and performance of work
- ... Procedures for inspection and surveillance of services
 - o Scheduling and performance of inspection and surveillance
 - o Measurement, data collection and analysis
 - o Corrective action, preventive action, and continuous improvement
 - o Oversight of subcontracted work
- ... Documentation and records management
- ... Communication with government (customers)

Quality Inspection and Surveillance: The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.

The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective

actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.

Key Personnel: Identify appropriate key personnel as sub-sets below and provide information as appropriate. The DR, SSHO, Quality Manager, and Environmental Manager cannot be the same person. The Contractor shall submit a List of Key Personnel and Qualifications. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.

The Contractor shall submit an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the DR, Quality Manager, SSHO, and On-Site Supervisor(s) and who they will report directly to for this contract. The key personnel shall be updated and revised as required throughout the entire duration of the contract.

Quality Manager: The Contractor shall provide a Quality Manager. The Quality Manager shall be on-site at all times when work and maintenance operation are performed. The Quality Manager must report directly to a senior corporate official and shall not report directly to the DR.

The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: The Quality Manager shall have at least five years of experience in preparing and enforcing QMS programs on contracts of same or similar size, scope and complexity. The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training. The Superintendent cannot serve also as the Quality Control Manager on this project.

Site Safety and Health Officer (SSHO): The SSHO must meet the requirements of EM 385-1-1 and ensure that the safety requirements are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person to function as the Site Safety and Health Officer (SSHO). The SSHO shall be on-site at all times when work and maintenance operations are being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.

The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:

The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years' experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 40-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years.

A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the works or maintenance operations that presents the hazards associated

with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office. The SSHO can also serve as the Competent Person.

Employee Requirements: The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.

Employee Certification and Training: The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.

Employee Appearance: The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

Employee Conduct: Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

Identification as Contractor Employee: Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

Removal of Employees: The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.

Security Requirements: The Contractor shall comply with all Base and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.

Employee Listing: The Contractor shall submit to government and maintain a current Employee List. The list shall include employee's name, supervisor, company, copy of personnel qualification and valid base access badge.

Vehicles: Contractor shall submit to the government a list of vehicles that the contractor intent to use for normal maintenance and refueling operations and for emergency replacement operation. The list shall include vehicle identification, driver name, company and valid base access certificate.

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid local license plate that complies with Local Vehicle Code. Vehicles shall meet all other requirements of the Local Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

Passes and Badges: All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain NACMS Card in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.

Access Arrangements: The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction. Contractor shall have valid vehicle and personnel access to the base for the entire duration of the contract. Contractor shall ensure that the passes for all vehicle and personnel required providing the maintenance services, refueling, replacement of equipment (crane, truck, forklift, etc.) are renewed prior to expiration and remain valid for the entire duration of the contract.

Prior of any installation contractor shall obtain camera permit in order to take pictures of the area interested by installations of equipment, conduits, etc. Contractor shall prepare and submit to the government for approval a detailed report to identify the site conditions before any installation. At the end of the contract the contractor shall dismantle all equipment and demolish any provided foundation and restore site condition as identified in the report.

The contractor shall perform management and planning functions, and submit to the government for approval a schedule of activities prior to the commencement of work. The contractor is solely responsible for any and all damages incidental to the installation of equipment and other miscellaneous related items. This damage shall include, but is not limited to; damage to building structure and/or grounds. The contractor shall notify Government personnel to event of an accident or damage to surrounding structure.

The contractor shall correct any defects in material or workmanship within the project period by repair or replacement at no additional cost to the Government. If the defect results in any damage to Government or private property, the damage shall be corrected by repair or replacement at the option of the owner, no additional cost to the Government.

All provided equipment shall be rated for operate in desert environmental conditions and at temperature that can exceed 126F/52C degree, 100% humidity.

The Contractor shall provide all labor, management, supervision, tools, material, and equipment to continuously operate, maintain, and repair the electrical power generation located at Naval Support Activity within the Kingdom of Bahrain.

Certification and Training: Electrical power generation plant operators shall comply with ASME and EPA certification guidance exhibiting knowledge and skills of, diesel driven electrical generation equipment and principles of electrical production.

Low Voltage Certification and Training. All personnel that maintain and repair Low voltage equipment and system shall be certified by the Government of BAHRAIN Ministry of Electricity and Water, Electricity Distribution Directorate (EDD). Contractor shall submit to the Government copy of all personnel EDD certification.

Safety: All the safety requirements of UFC 3-560-01 are applicable to this specification in addition to the safety standards of Management and Administration.

Recurring Work:

- ... Performance Objective: The Contractor shall provide generators and efficiently operate and provide maintenance to safely produce, transmit and distribute reliable electrical power to ensure all electrical requirements are continually met.
- ... Related Information: The Contractor shall shut-down, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages at no additional cost to the Government.
 - The Contractor shall develop and submit to the Government for approval a Preventive Maintenance program.
 - The Contractor shall develop, and submit to the Government for approval a list of critical spare parts. The Contractor shall maintain such an inventory of critical spare parts required to keep the entire system in continuous service to meet electrical power demand requirements.
- ... Performance Standard: Electrical power is continuously and safely produced, transmitted and distributed and meets demand requirements.

Back-Up Power Generation System:

- ... Performance Objective: The Contractor shall provide, install operate and maintain to efficiently and safely produce electrical power to ensure three existing chillers ACC-1A, ACC-1b and ACC-2 located on the roof of building 262 demand requirements are met, 24 hours per day, seven days per week.
- ... Related Information: The Contractor shall provide, install and operate generators, perform all maintenance and repair work per applicable industry standards. At the minimum the standards shall include but not limited to all standards, requirements, and specifications; NETA MTS – 1997 “Maintenance Testing Specifications for Electrical Power Distribution Equipment and systems”; and NETA ATS – 1999 “Maintenance testing Specifications for Electrical Power Distribution Equipment and Systems.”
 - Low Voltage switching shall be the Contractor’s responsibility. The person performing the switching operation shall be certified by EDD (Electrical Distribution Directorate Bahrain).
 - The electrical power distribution system includes all equipment and system components, such as, automatic transfer switch, switchgear, distribution boards, low voltage distribution lines, and all other necessary in order to deliver a complete and functioning product.
 - The Contractor shall understand and be knowledgeable of the Safety and Control of Hazardous.

- ... Performance Standard: All equipment and components are efficiently, safely and continuously operated per operating criteria to produce electrical power to meet demand.
 - Backup generators provide electrical power to meet the load demand for the duration of a power outage.
 - Backup generators activated to restore electrical power within 10 seconds following loss of power.

Provide ready maintenance for the entire duration of the contract. The maintenance service shall consist of regular preventive maintenance and extraordinary - emergency maintenance.

The preventive maintenance programmes shall be submitted to the Government for approval and shall reflect the specific needs of the customer and the system with special focus on the conditions of use of parts.

Maintenance service shall include all materials, equipment, tools, supplies, consumables, spare parts and other items required in order to keep in maximum efficiency any provided items required by this contract.

Customized maintenance schedules shall set out the work needed, based on the hours of machine operation and the designated maintenance intervals. Maintenance program shall contain:

Maintenance service scheduled minimum on a weekly basis. Pre-defined maintenance service and work scheduled to accommodate the working day.

Extraordinary - emergency maintenance service shall be provide in order to respond in a maximum time of 30 minutes for extraordinary - emergency maintenance service calls from the Client.

The contractor shall respond to service calls 24 hours a day / 7days a week, including local holidays. Contractor shall respond to service call within 30 minutes notification. Respond within 30 minutes means the Contractor shall physically be on-site either repairing/replacing item (s) as needed. Contractor shall ensure that all failed items are repaired / replaced within 4 hours from notification.

Contractor shall submit to the government for approval a plan that need clearly guarantee that emergency repairs will be addressed within 30 minutes of Government notification and that repair/replacement can happen within 4 hours from notification.

The contractor shall responsible for the removal and disposition of all excess materials

In case of equipment failure and/or of any critical part of any equipment damage contractor shall replace the equipment and/or the part in a maximum time of 2 days and provide any temporary arrangement (including temporary AC units to provide AC the critical building equipment's) to ensure continuation of service during this period without impact on building operations.

Contractor shall submit to the government for approval a plan that need clearly guarantee that replacement of the equipment and/or the part and temporary arrangement will be addressed within 2 days from Government notification.

Provide a minimum of three different valid Point of Contacts (POC) which are to be available 24hrs a day / 7 days a week (including local holidays) for the for extraordinary - emergency maintenance service.

The maintenance program shall be effective from the day of testing and commissioning of the entire system provided by contractor and shall include power generating equipment, distributing panels, automatic transfer switch, electrical cables, grounding system, and any other equipment or system provide under this contract.

Contractor shall develop a maintenance program based on the Original Equipment Manufacturer (OEM) recommendations..

Contractor shall operate, maintain and manage the maintenance, service and perform the specific duties set forth by the maintenance program.

The Contractor shall propose an annual maintenance program based on the equipment's manufacturer's recommendations and provide, but not limited to the operations and monitoring program which fulfill the requirements for:

1. Monitoring of Maintenance Service Performance
2. Monthly Maintenance Service Performance Calculations and Report
3. Monthly Fuel Consumption Calculations and Report
4. Project Permitting and Environmental Reporting
5. Shift Routines / Operating Practices
6. Control of Equipment
7. Project Chemistry Control and Water Treatment
8. Training Programs
9. Operator Qualifications
10. Operating Procedures
11. Status of Major Equipment
12. Maintenance Planning
13. Maintenance Procedures
14. Preventive Maintenance
15. Predictive Maintenance
16. Maintenance Training
17. The diagnostic testing program for maintaining the equipment, including both system and component level testing.

The proposed annual maintenance program shall be submitted for approval, in detail acceptable to Government, and clearly show anticipated operations, repairs, maintenance and overhaul schedules, planned procurement (including equipment, spare parts, and consumable inventories), labor activities (including staffing, labor rates, and holidays), administrative activities, and any other work proposed by the Contractor.

Contractor shall perform the services required in a prudent, reasonable, and efficient manner and in accordance with: operating manuals, the administrative procedures manual and applicable vendor warranties, all applicable laws and regulation, prudent utility practices, the contract agreements, the requirements of any system operator, and all insurance policies.

Contractor shall provide as necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Project personnel under the Contract Agreements.

Contractor shall perform preventive maintenance / inspection / service on equipment's to prevent equipment breakdown. Maintenance/inspections will be provided during normal business hours on working days.

Contractor shall comply with all Laws and Environmental requirements applicable to the operation, maintenance and management of the Project and the performance of the Services.

Contractor shall apply for and obtain all necessary permits, licenses and approvals (and renewals of the same) required to perform the Services in the jurisdictions where the Services are to be performed.

Contractor shall also file such reports, notices, and other communications as may be required by any governmental agency regarding the Project.

Contractor shall maintain updated two copies (one to be kept on site at all time, and one to be kept in the Contractor's office ready to be provided to the Government at any time) the maintenance service operating logs, records, and reports that document the operation and maintenance of the Contract, all in form and substance sufficient to meet Government reporting requirements under the Contract Agreements. Operator shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance.

Contractor shall maintain the site free and clear of all liens and encumbrances resulting from any of their actions.

If an emergency endangering the safety or protection of persons, the contract, or property located near the site, Contractor shall promptly notify Government and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Contractor shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency. Emergency situation includes fuel spilling and/or leakage.

Contractor shall submit to government and make available on site all time all vendor manuals, spare parts lists, Project data books and drawings which are related to the equipment's provided.

Contractor shall submit and get approved a maintenance procedures manual that includes also procedures for reporting and correspondence, bookkeeping and record-keeping (Procedures and Manuals).

At least 90 days before the beginning of each contract year, the Contractor shall prepare and submit to the Government a proposed annual maintenance program.

Contractor shall notify Government as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the annual maintenance program.

Contractor, within ten (10) business days following the last day of each calendar month, shall submit: a monthly progress report, in detail acceptable to Government, covering all activities during such month with respect to operations and maintenance (including information regarding the amount of electric energy generated, hours of operation, heat rate, fuel consumption, availability, outages, accidents and emergencies), labor relations, other significant matters, and services. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous contract year, a

listing of any significant operating problems along with immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period.

Contractor agrees to hold in confidence any information supplied to Government or others acting on its behalf. Contractor further agrees, to the extent requested by the supplier of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure agreements relative to such information.

Contractor shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Government approval and which are included in the "Services" to be provided by Contractor.

The housekeeping / cleanliness program which provides the requirements for:

1. Hazardous Material Control
2. General Project Cleanliness
3. Equipment Condition Inspections
4. Hazardous Waste Program

Contractor shall prepare and submit to the Government for approval a problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

Contractor Safety Program:

The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.

The Project safety program which provides the requirements for establishing:

1. Safety Monitoring
2. Accident Prevention Program
3. Accident Reporting

Accident Prevention Plan (APP): The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.

The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.

The Contractor shall submit an APP for acceptance. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.

Activity Hazard Analysis (AHA): The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:

- ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed.
- ... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services.
- ... For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal.

AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:

- ... The steps of the service process;
- ... Identify potential hazards that exist as a result of the Contractor's service process within the environment;
- ... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;
- ... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;
- ... Inspection requirements to assure service activity is safe; and
- ... Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.

During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance no later than 3 working days.

Occupational Risk and Compliance Plans: The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.

The APP shall also address:

- ... Alcohol and Drug Abuse Prevention Plan: The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.

- ... Chemical Hazard Communication Program: The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
- ... Confined Space Program: The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.
- ... Critical Lift Plan: The Contractor shall develop a critical lift plan to explain how it will conduct any lifts at 75 percent or more of the crane or hoist capacity (or lifts over 50 percent of the capacity on a barge mounted mobile crane's hoists) for any radius of lifts and include elements addressed in Paragraph 16.H of EM 385-1-1 and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.
- ... Emergency Response Plans: The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
- ... Fire Prevention Program: The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
- ... Health Hazard Control Program and Hazard Communication Program: The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
- ... Heat/Cold Stress Monitoring Plan: The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
- ... Accident and Damage Reporting: The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident.

The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit to Government. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.

Accident Reporting and Notification Criteria: The following criteria and definitions apply to the accident reporting requirements specified above:

Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

- ... Death, regardless of the time between the injury and death, or the length of the illness;
- ... Days away from work (any time lost after day of injury/illness onset);
- ... Restricted work;
- ... Transfer to another job;
- ... Medical treatment beyond first aid;
- ... Loss of consciousness; or
- ... A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

High Visibility Accident. Any mishap which may generate publicity or high visibility.

Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)

Fire Protection: The Contractor shall know where firefighting equipment are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.

Monthly On-Site Labor Report: The Contractor shall submit a Monthly On-Site Labor Report. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.

OSHA Citations and Violations: The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report

Safety Inspections and Monitoring: The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:

- ... The site is safe and free of job-site hazards
- ... Proper PPE is being utilized and worn.
- ... Safe work practices and processes are being followed.
- ... Workers are familiar with the hazards covered in the respective AHA for that work activity.
- ... All equipment and tools are in good condition and being used safely.

The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.

Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.

Safety Certification: The Contractor shall submit copies of all the required Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.

Safety Apparel on Jobsites: The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.

Contractor is responsible to apply and get all required vehicle and personnel base access authorization to perform the maintenance service.

Provide the total amount of fuel required to run the power source without any interruption, for

the entire duration and as required by the contract. Fuel shall be delivered on site on regular basis. Contractor is responsible to apply and get all required vehicle and personnel base access authorization to perform this task. Refueling schedule shall be calculated on specific equipment fuel consumption and shall be coordinated with Client.

Submit for approval Refueling schedule every month. The schedule shall also clearly show the fuel source and contractor mitigation plan in case that source will be, for any reason, not available.

Refueling shall be done only in Presence of Client/Government representative. Refueling log, reporting the exact amount of fuel delivered, shall be kept on site all time, and signed, at every refueling event, by Contractor and Client/Government representatives. Refueling report shall also be submitted to Government on the same day of each refuel.

Contractor shall provide Fuel to the Delivery Point at the storage Facility tank.

During the term of this Agreement NAVFAC EURAFSWA PWD BAHRAIN shall pay contractor in Dollars for Fuel supply by contractor at the price published by BAPCO.

All Invoices shall be accompanied by supporting calculations of the amounts claimed, which shall be based on the data and documents maintained by the sending Party and such data and documents shall be made available for inspection by the receiving Party on reasonable prior notice.

Fixed Pricing and Downside Insurance: NAVFAC EURAFSWA PWD BAHRAIN understands that the price quoted for fuel pursuant to this agreement is fixed for the number of gallons contracted per year, and will not increase or decrease for the term of the contract, unless the Contractor purchases Downside Insurance. If the contractors purchases Downside Insurance, any reduction in the market price below the original contract price that is realized by the Company will be reflected in a dollar for dollar reduction in the price per gallon paid by NAVFAC EURAFSWA PWD BAHRAIN under this contract.

Estimated fuel consumptions are:

Base Contract: Based on historical data, contractor shall assume a maximum of 20 hrs of un-programmed power outages and 48 hrs of programmed power outages than can occur in one (1) year of operation. Fuel consumption related to the mentioned power outages shall be at no cost for the Government.

For Option A: Provide the amount of fuel required to meet contract requirements.

Additional fuel serve above the yearly requirement will be paid using the price published by BAPCO.

Contractor shall follow Host nation and NAVFAC EURAFSWA PWD BAHRAIN environmental laws and regulations subject to the handling of fuel and CO2 emissions

Contractor shall abate the fuel storage area to the original condition once the contract expires. The abatement work shall be perform per Host nation and NAVFAC EURAFSWA PWD BAHRAIN environmental laws and regulations

Equipment shall meet noise levels requisite to protect public health and welfare against hearing loss, annoyance and activity interference. As a minimum comply with the following OSHA safety requirements; however, more stringent sound restrictions may be required to meet the functional requirements of the occupied spaces.

Frequency Band (Hz)	Maximum Acceptable Sound Level(Decibels)	
	Industrial	Residential
20-75	87	81
75-150	77	71
150-300	70	64
300-600	64	58
600-1,200	61	55
1,200-2,400	60	54
2,400-4,800	60	54
4,800-10,000	62	56

This Contract identifies the site as residential area.

All equipment shall have weather-protective enclosure. Contractor shall prevent that high humidity levels accruing during summer season can affect operations and performance of the provided equipment.

Environmental Management and Sustainability Plan (EMSP): The Contractor shall prepare and submit for approval EMSP form work required under this contract consistent with the following Environmental Management System (EMS) goals and policy.

Goals:

- ... Reduce purchase and use of toxic and hazardous materials;
- ... Expand purchase of green products and services; increase recycling;
- ... Reduce energy and water use;
- ... Increase use of alternative fuels and renewable energy;
- ... Integrate green building concepts in major renovations and new construction;
- ... Prevent pollution at the source; and
- ... Continual improvement.

Policy:

- ... Protect public health and the environment by being an environmentally responsible member of the community;

- ... Preserve our natural, historic and cultural resources;
- ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;
- ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;
- ... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;
- ... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;
- ... Enhance our program as we develop and implement an Environmental Management System; and
- ... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.

The EMSP shall also address:

- ... The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.
- ... Environmental Protection: The Contractor shall comply with all applicable regulations and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
- ... Non-Hazardous Waste Disposal: The Contractor shall dispose all wastes in accordance with all applicable Base and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.

- ... Contractor shall remove and dispose of all non-hazardous, non-regulated debris, rubbish, waste and excess materials in accordance with host nation regulations and in conjunction with the base environmental office, Tel: 17849078 or 17854603. Sites shall be cleared of debris and cleaned on a daily basis.
- ... Hazardous Waste Disposal: The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
- ... Spill Prevention, Containment, and Clean-up: The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations at no additional cost to the Government.
- ... Hazardous Material Management: The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).

The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log.

The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.

The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

Noise Control: The Contractor shall comply with all applicable laws, ordinances, and regulations relative to noise control.

All provided equipment and installation shall comply with all local Environmental regulations and Laws and NSA Environmental Department requirements described below:

- ... Fuel storage containers (including generator) must be provided with a secondary means of containment (e.g., dike) capable of holding the entire contents of the largest single tank plus sufficient freeboard to allow for precipitation and expansion of product. Alternatively, fuel storage containers that are equipped with adequate technical spill and leak prevention options (such as overfill alarms and flow shutoff or restrictor devices) may provide secondary containment by use of a double wall container. Fuel tank shall meet UL 58 standard cover horizontal atmospheric-type UNDERGROUND steel tanks intended for the storage of flammable and combustible liquids. Underground tanks are not authorized. Permeability for containment areas shall be a maximum of 10⁻⁷ cm/sec.

- ... Generator inbuilt tank must be double walled and other fuel assemblies will be placed on a secondary containment and Drainage of storm water from containment areas will be controlled by a valve that is locked closed when not in active use. Storm water will be inspected for petroleum sheen before being drained from containment areas. If petroleum sheen is present it must be collected with sorbent materials prior to drainage, or treated using an oil-water separator. Sorbent material shall be disposed of in accordance with NSA Bahrain Environmental waste Management Standard Operation Procedures (SOP). A copy of NSA Bahrain Environmental waste Management Standard Operation Procedures (SOP) can be found in the attachment 6.
- ... Petroleum, Oil, Lubricants (POL) storage containers including generator's day tanks are required to be double walled above ground steel tanks that meet UL-142 Standards, NFPA 30 and Final Governing Standards (FGS). Tanks shall be equipped with adequate technical spill and leak prevention options (such as overflow alarms and flow shutoff or restrictor devices).
- ... Provide documents to verify that the generator tanks are double walled and meet UL-142 standards.
- ... Design and specification of fuel tanks, Generators and associated structure/pipe lines must be submitted for Environmental review/approval prior to start of the project. Detailed drawing showing the fuel port, gauges, vents, interstitial space, size of vents, size of pipe lines etc. on tanks shall be provided.
- ... All Flammable liquid tanks shall be grounded properly to withstand the static current that may be generated during fuel transfer (FGS and UFC 3-460-03 address grounding and bonding of fuel oil storage tanks and fuel transfers).
- ... Cathodic Protection IAW NAVFAC interim Technical Guidance FY94-01. For tank bottoms of aboveground vertical tanks, provide cathodic protection in accordance with UFC 3-570-02N, API RP 651, 40 CFR part 280, UL 1746, and UFC 3-460-03. For additional information on cathodic protection, refer to NAVFAC MO-230 and AFI 32-1054.
- ... POL storage containers shall be designed or modernized in accordance with good engineering practice to prevent unintentional discharges by use of overflow prevention devices.
- ... All aboveground valves, piping, and appurtenances associated with POL storage containers shall be periodically inspected in accordance with recognized industry standards.
- ... All pipeline facilities carrying POL must be tested and maintained in accordance with recognized industry standards including:
 - a. Each pipeline operator handling POL will prepare and follow a procedural manual for operations, maintenance, and emergencies.

- b. Each new pipeline facility and each facility in which pipe has been replaced or relocated must be tested in accordance with recognized industry standards, without leakage before being placed in service.
 - c. All new POL pipeline facilities must be designed and constructed to meet recognized industry construction standards.
- ... Buried piping associated with POL storage containers shall be tested for integrity and leaks at the time of installation, modification, construction, relocation, or replacement. New buried piping must be protected against corrosion in accordance with recognized industry standards. Provide integrity testing records of tank and pipelines to ENV prior to filling the tank
 - ... Maintain spill cleanup equipment and materials at the work site.
 - ... Completely and Partially Buried Metallic POL Storage Containers must be protected from corrosion in accordance with recognized industry standards.
 - ... Provide appropriate containment and/or diversionary structures (dikes, berms, culverts, spill diversion ponds, etc.) or equipment (sorbent materials, wires, booms, other barriers, etc.) at loading/unloading areas to prevent a discharge of POL. Nearby drain points (sanitary or storm water) must be relocated.
 - ... Proper labels are required on POL storage containers (Flammable, No Smoking, Capacity of tank, Type of POL etc.)
 - ... OSHA requires that a remote fill port for diesel be located no less than 15 feet (4.5m) from the tank. It should be located in a containment box (Spill bucket) to catch any residues when connections have been detached when refueling is complete.
 - ... Leak can be prevented by providing a solenoid valve on each supply line. Anti-siphon valve will protect the fuel flow during accidental breakage. All aboveground valves, piping, and appurtenances associated with fuel storage containers shall be periodically inspected in accordance with recognized industry standards. The secondary containment must have locked valves for controlled draining.
 - ... A 90% full high level switch and a separate 95% full shut off switch are required for equipment day tank. A solenoid valve on the equipment tanks supply line can serve this function
 - ... Diesel fuel is classified as a “Dangerous Product” and storage and distribution are subject to a number of rules and regulation. The contractor shall refer to the local legislation. Aboveground Storage Tanks (AST)s shall meet to UL 142 standards.
 - ... ASTs shall be double walled, equipped with adequate technical spill and leak prevention options. Bulk fuel storage ASTs requires a permit to operate (PTOs). PTOs must be posted on or near to the tank and must be available for inspection. The PTO must be reviewed regularly to ensure that all permit conditions are being met.
 - ... Contractor shall regularly maintain the bulk fuel storage ASTs from human health and the environment.

- ... Contractor is responsible for monitor the tanks operation before, during, and after filling or dispensing operations and will conduct weekly visual inspections of AST systems to include tanks, containment systems and filling or dispensing apparatus. Contractor ensures fill caps and vent caps are in place, there is no evidence of spills, leaks, or unauthorized dumping into the AST.
- ... The contractor ensures to properly mark the AST with the contents of the tanks. ASTs shall be properly grounded, labeled with “No Smoking Signs”, “Flammable Signs”, type of fuel, capacity of tanks, point of contact name and emergency numbers.
- ... Contractor shall submit a Spill Prevention and Response Plan (SPRP) including the immediate first responder actions from the contractor side to prevent and mitigate spills. Contractor personnel mishandling of HAZMATs or Hazardous Waste (HW) will lead into the disposal of such HAZMATs or HW by the NSA Environmental office. In the event of any releases of oil and hazardous substances, chemicals, or gases; immediately (within 15 minutes) notify the Base or Activity Fire Department, the activity's Command Duty Officer, NSA Environmental Office and the Contracting Officer. The Contractor is responsible for verbal and written notifications as required by Navy Instructions. Spill response will be in accordance with FGS and local regulations. Contain and clean up these spills without cost to the Government. If Government assistance is requested or required, the Contractor will reimburse the Government for such assistance. If the contractor's response is inadequate, the Navy may respond. If this should occur, the contractor will be required to reimburse the government for spill response assistance and analysis.
- ... Contractor shall coordinate the disposal of HW with ENV and turn in a copy of disposal documents such as manifest, MSDS, and others to NSA Environmental office.
- ... Contractor shall be complied the NSA Environmental Standard Operating Procedures (SOP) developed for fuel delivery, and fuel management including re-fueling of tanks.

In addition to compliance with all applicable US DoD and Kingdom of Bahrain environmental requirements, the contractor personnel shall perform work in a manner that conforms to objectives and targets, environmental aspects and operational controls identified by the EMS.

Contractor personnel are ensuring to note any abnormal conditions found during the weekly inspections and their corrective actions by recording them in the ASTs logbook.

The contractor shall ensure to record and maintain the followings:

- a. MSDS for product stored in AST.
- b. Inspection and training records.
- c. Weekly inspection log.
- d. All affected personnel must be trained in this standard operating procedures, Hazard communication training, General Environmental Awareness training.

The contractor is responsible for the safety of his employees. The contractor shall determine if any confined space is a “permit required” confined space. The contractor shall ensure his employees are adequately trained and qualified to work in confined spaces. The contractor shall follow all safety regulations pertaining to the control of hazardous energy.

The contractor shall arrange his work so as not to interface with the normal occurrence of Government business. All work schedules shall be submitted to be approved by the Contracting Officer. The contractor shall not change approved work schedule without the prior consent of the Contracting Officer. Deviation from the work schedules is permissible only when approved by the Contracting Officer.

Deliverables Table

Deliverable:	When due:	#Copies:	Submit to:	Format
Copies of permits and licenses obtained	30 days from award	3	KO	E/H
Certificate of insurance	30 days from award	3	KO	E/H
Quality management plan	5 days from award and at any change	3	KO	E/H
Quality control inspection and surveillance	5 days from each inspection	1	PAR	E
List of key personnel and qualifications	5 days from award	3	KO	E/H
Organization chart	5 days from award	3	KO	E/H
Employee list	5 days from award	3	KO	E/H
Vehicle list	5 days from award	3	KO	E/H
Existing condition (before installation) report	15 days from award	3	KO	E/H
Schedule of activities	5 days from award	3	KO	E/H
Personnel EDD certifications	5 days from award	3	KO	E/H
Preventive maintenance program	5 days from award	3	KO	E/H
List of critical parts	5 days from award	3	KO	E/H
Emergency repair response plan	5 days from award	3	KO	E/H
Annual maintenance program	5 days from award	3	KO	E/H
Equipment's vendor manuals, spare parts lists, data books and drawings	30 days from award	3	KO	E/H
Maintenance procedure manual	5 days from award	3	KO	E/H
Monthly progress report	First 10 days of every month	3	KO	E/H
Monthly maintenance service performance calculation and report	First 10 days of every month	3	KO	E/H
Monthly fuel consumption calculation and report	First 10 days of every month	3	KO	E/H
Problem assessment program	First 10 days of every month	3	KO	E/H

Accident Prevention Plan (APP)	5 days from award	3	KO	E/H
On-site labor report	First 10 days of every month	3	KO	E/H
Safety Certifications	5 days from award	3	KO	E/H
Refueling schedule	First 10 days of every month	3	KO	E/H
Environmental Management and Sustainability Plan (EMSP)	First 10 days of every month	3	KO	E/H
Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log.	5 days from award	3	KO	E/H
Spill Prevention and Response Plan (SPRP)	5 days from award	3	KO	E/H

Abbreviations:

CS: Contract Specialist

PAR: Performance Assessment Representative

E: Electronic

H: Hard-copies

Note: Award date is referred also to the award of each Option.

TECHNICAL ENGINEERING SYSTEMS REQUIREMENTS:

The design shall comply with Facilities Criteria FC 1-300-09N Navy and Marine Corps Design Procedures, with Change 1 Revised, and its referenced documents.

The electrical works shall comply with the design criteria specified in UFC 3-501-01 Electrical Engineering, with Change 3, and its referenced documents.

Design and provide temporary prime and backup power solution for to the three (3) existing chillers ACC-1A, ACC-1b and ACC-2 located on the roof of building 262.

The contract is divided into Two Phases:

Base Contract + Options 1-4:

Provide temporary power solution consisting of N+1 emergency diesel generators to work as backup service for the three (3) chillers.

The intent is to operate the chillers normally on utility power, and use the temporary backup power provided in Phase 1 as backup for the three (3) chillers only when utility power fails. In the event of a utility power failure, the temporary power system must detect the failure, start the temporary backup power source and supply power to the chillers. Power transfer shall be within

ten (10) seconds of initial loss of power. When utility power return the system shall detect the availability of the utility power, transfer the chillers back to utility power and turn off the temporary backup power source.

The configuration shall have a provision to add a third diesel generator, to work as prime, to be provided in phase 2.

Power output shall be 415V three phase, 50Hz, 4-wire.

The temporary backup system shall be in N+1 redundant configuration, so that in case of need if the first backup source fail, or is under programmed maintenance, the second will automatically start and supply the entire load, and shall be flexible in order to allow easy and ready maintenance with minimum maintenance cost, time and impact on chillers operation.

Minimum expected capacity of each of the two backup sources is 1000kW (prime rated). It is Contractor responsibility to correctly size the alternative power source that shall be able to supply the requested power operating at no more than 80% of its capacity, and shall also be able to cover chillers peak power loads. The expected total chillers power request shall be calculated assuming that the chillers run at full load during summer season. Contractor shall assume that the three existing chillers are in n+1 configuration (2 working and 1 in standby).

Provide main fuel storage system able to contain minimum seven (7) days fuel autonomy, without refueling, considering that one of the backup unit run at 100% capacity. The fuel tank shall be installed in proximity of the power generating equipment. Fuel tank must comply with mandatory environmental requirements shown in Attachment 7. Provide fuel pump and fuel piping and connections as required. Provide initial fuel fill, and all fuel required for initial startup and acceptance testing.

The three (3) chillers are currently connected to existing MSG panel of P-15 substation located inside building 262. Refer to attachments for information about existing electrical connections.

The existing MSG panel is under existing building backup generators. In case of outage of the utility power the intent is to have the three chillers not supplied by the existing building backup generators, but from the two (2) temporary backup generators provided under phase 1.

The desired configuration is shown in the concept diagram shown in Attachment 2.

The backup system shall have a redundant power source and an Automatic Transfer Switch (ATS) able to shift automatically the load from one power source to the other in case of failure or maintenance of one of the two sources.

Provide 2000A (minimum rating required) main Distribution Board (DB). The DB shall be used to distribute the temporary backup power to the three chillers. Switchgear shall be weather enclosed and suitable for this application.

The main DB shall have a 100% rated BUS capacity receiving power from the above mentioned ATS (no main breaker, direct connection from the ATS to the main bus bar) and shall be equipped with 4 branch circuit breakers, distributing power to the three chillers (the fourth breaker shall be spare).

All circuit breakers must be rated 100% with standard trip unit, long time, short time and instantaneous.

Power shall be supplied to each of the three chillers by using an ATS for each chiller.

For each chiller provide a 1600A, 3-phase, 4 pole ATS receiving power from one side from the above mentioned distribution board connected to the two redundant backup power sources, and from the other side to the existing circuit breakers of MSG panel that currently supplying utility power to the chillers. In normal working conditions the chillers shall be supplied by MSG panel. Intent of the ATS is, in case of outage, to run the temporary backup power source and transfer the load to them.

All ATS shall have a built-in bypass. Intent is to use it as manual transfer switch in case of need. All ATS shall be open transition, and shall feature manual and automatic operation. Automatic mode must support automatic transfer to backup source and manually initiated return. Manual mode must permit optional operation from the temporary power source.

The intent is to have bypass operation that maintains service to critical loads when the automatic transfer switch is drawn out of service. External manual operation capability for the automatic transfer switch shall provide safe, reliable operation while lead source interlocks prevent the operator from connecting loads to a failed utility source. The full mechanical interlock system shall prevent accidental interconnection of the power sources.

Existing maintenance isolation switches serving each chiller can be reused. If temporarily replacing the existing maintenance isolation switches, each ATS must be suitable to function as a maintenance isolation switch. Do not cut existing cables. If the isolation switches are removed they must be packaged and stored in a proper manner in order to allow for reinstallation.

With reference to Attachment 2, the Contractor is responsible for providing all electrical cables installation and connection to equipment. This also include the disconnection of the existing electrical cables from existing disconnect switches installed on the roof in proximity of the chillers and their connection to the ATSs. Circuit breakers of MSG panel will be operated by Client; Contractor is responsible for log-out/tag-out.

If rated for the specific intended use the three ATSs intended to serve the three chillers can also be installed on the roof in proximity of the chillers.

Single points of failure shall be minimized.

Provide electrical meters to verify and monitoring power consumption.

All equipment shall be located in the identified area shown in the attachments. All electrical cables shall be armored and installed in rigid galvanized steel conduits. All conductors shall be copper.

Conduits can be installed on the outside of the building, shall be painted to match exterior walls color.

Contractor shall coordinate equipment installation with Contracting Officer.

Provide an insulated equipment grounding conductor in all raceways for systems operating at greater than 50 volts.

Any given information about backup power source size, circuit breaker size, ATS size, etc. represent only a Government tentative of information. Government provided equipment size data that are included are for the Contractor's information only. The Contractor shall be responsible

for perform a complete design and providing a detailed site investigation and conducting subsurface exploration, investigation, testing, and analysis that the Design Engineer deems necessary for the design.

Options A-D:

Provide temporary power solution consisting in N+2 prime and emergency backup diesel generators. The intent of Phase 2 is to completely disconnect the chillers from the utility power and operate them only from temporary generator power.

Provide one (1) additional 1000kW temporary diesel generator to the two (2) provided under Phase 1. Final configuration shall be N+2 redundant: one (1) working as prime power source and two (2) in standby (hot standby mode of operation or load sharing configuration), so that in case of failure of the first prime source of power one between the second and third backup sources will automatically start and supply the entire load. The prime power source shall meet requirements of Phase 1.

Provide all necessary cables, automatic generators controllers, transfer switches etc. as required to meet contract requirements.

SITE CLEARING

All grubbing and clearing residue, demolished material, rubbish and debris generated by this project shall be hauled off-site and off station by the Contractor.

SITE DEMOLITION & RELOCATIONS

Preserve the aboveground and underground site elements. Existing utilities to remain.

SITE ELECTRICAL UTILITIES AND INFRASTRUCTURE

No power, water and/or other utilities and/or facilities will be made available from Government for the construction period and during the remaining duration of the contract.

Equipment intended to interrupt current at fault levels must have interrupting ratings sufficient for the nominal circuit voltage and the current that is available at the line terminals of the equipment.

Use stainless steel enclosures and hardware for exterior electrical equipment. All outdoor electrical equipment shall be NEMA 4X rated for outdoor application.

Fire vehicles must have unimpeded access around the units at all times. Fuel tank must be in or surrounded by retaining unit for possible spills.

Equipment shall be guarded against possible contact with vehicles. Provide bollards in areas where equipment is subject to vehicular damage. Fire Extinguishers will be mounted in close proximity to the units for early suppression operations. Ensure a minimum of 3 m (10 ft) clear workspace in front of pad-mounted equipment for hot stick work.

After equipment installation and before start the testing and commissioning Contractor shall provide a one line grounding diagram (A1 size) of the whole electrical system to be located in proximity of the equipment and protected against environmental agents. The diagram must clearly show all technical details of the equipment provided and electrical distribution.

Maintenance schedule for the entire duration of the contract and emergency POC for emergency

repair or extraordinary maintenance service shall be shown, refueling schedule.

TESTING AND COMMISSIONING:

Contractor shall provide testing and commissioning as required by Unified Facilities Guide Specifications, NETA standard and manufacturer recommendations. The testing and commissioning shall be coordinated with the Contracting Officer.

Provide Electrical commissioning and testing shall be conducted on the whole electrical system to validate, operation of generators and response to loads and the capability of the generator system to withstand initial inrush current.

Contractor shall identify the pertinent specification for the testing and commissioning required. In case of conflict with the manufacturer recommendations the strictest procedure shall apply.

SITE GROUNDING SYSTEM:

Provide dedicated site grounding system in accordance with NFPA 70.

ELECTRICAL OUTAGES:

Electrical outages shall be planned to minimize any extended power interruption to existing operations. New systems shall be roughed in and installed, but final electrical terminations shall be coordinated with Contracting Officer and planned to keep electrical outages to minimum. Contractor shall submit the power outage request with minimum 15 calendar days in advance to the Contracting Officer.

ATTACHMENTS:

1. Attachment J.3 – Existing Chillers Information
2. Attachment J.4 – Concept Diagram
3. Attachment J.5 – Equipment Site Location
4. Attachment J.6 – As-built Drawings
5. Attachment J.7 – Photos
6. Attachment J.8 – NSA Environmental Standard Operating Procedures (SOP)

CONSTRUCTION ADMINISTRATION REQUIREMENTS

For the Base year the Government will provide the contractor 90 calendar days, from the date of award, in order to mobilize, construct all necessary structural, civil, and electrical infrastructure, and to install, and bring the power system intended and all of its' components to operational level.

Breakdown schedule is:

- ... PAK meeting: within 5 calendar days from the date of award.
- ... Per Final Design Submittal: within 15 calendar days from the PAK Meeting.
- ... Government Review & Comments: within 5 calendar days from the date of receiving the submittal
- ... Incorporate Government Comments And Submit Final Design: within 5 calendar days from the date of receiving Government Comments.
- ... Notice to Proceed for Construction: within 5 calendar days from the date of receiving the final submittal
- ... Mobilization and Construction: within 50 calendar days from the date of receiving the Notice to Proceed for Construction.
- ... Commissioning: within 90 calendar days from the date of award.

Prior to commencement of design, and maximum within **5** calendar days of award, meet with representatives of the Contracting Officer, installation and client to present the concept design for discussion and acceptance. The project team will develop a mutual understanding relative to the approved proposal, safety program, environmental permits and requirements, quality control procedures, and design and construction schedule.

During the meeting, Contractor shall submit gain acceptance for concept design in A3 size, maintenance program, equipment specification and Contract management – communication flowchart and any critical path work activities requiring advance submittal and approval.

The Contractor's key personnel shall attend at the expense of the Contractor. Key personnel are defined as the Project Manager, Superintendent, CQC representative(s), DOR, major subcontractors and specialized supplementary personnel.

The PAK includes partnering, held during normal work hours with the non-labor -related costs shared by both parties. Partnering is a structured process, as well as philosophy of doing business with Contractors and clients that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract.

Key personnel will meet to identify strategies to ensure the project is carried to expeditious closure and turnover to the Client. The Contracting Officer's Representative will lead the meetings and guide the discussions based on an agenda provided by the Government. The Contracting Officer's Representative shall develop a Plan of Action and

Milestones (POAM) for the completion of all Contractor, Client, and NAVFAC Checklist items.

DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

Contracting Officer (KO): The individual designated to administer the contract. Throughout this contract this individual will be responsible and possess the authority to act on behalf of the Government with respect to the specific contract.

Contracting Officer Representative (COR): The individual designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and technical management of the effort required and should be contacted regarding questions or problems of a technical nature.

Contractor: The term Contractor refers to both the prime Contractor and subcontractors, including the Designer of Record.

Designer of Record (DOR): Licensed architect/engineer working as subcontractor to or partner with prime Contractor who provides design for this contract.

Quality Control (QC): Contractor's system to control the quality of design, material, equipment and construction.

Quality Assurance (QA) Program: Government's program to evaluate the effectiveness of the Contractor's quality control. The Government's QA Program is not a substitute for the Contractor's QC Program.

Competent Person: As defined in the latest edition of EM 385-1-1 Safety -- *Safety and Health Requirements*

Federal Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

ORDER OF PRECEDENCE

NFAS Clause 5252.236-9312. In the event of conflict or inconsistency between any of the below described portions of the confirmed contract, precedence shall be given in the following order:

- a. Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - 1) Any portion of the proposal that exceeds the final design.
 - 2) Any portion of the final design that exceeds the proposal.
 - 3) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- b. The requirements of the solicitation, in descending order of precedence:

- 1) Standard Form 1442, Price Schedule, and Davis Bacon wage rates.
- 2) Contract Clauses.
- 3) General Requirements.
- 4) Statement of Work/Project Program Requirements.
- 5) Attachments (excluding Concept Drawings).
- 6) Attachments (including Concept Drawings).

DESIGN

Submit design drawings or sketches, calculations and manufacturer's data to demonstrate compliance with contract requirements. The Contractor is encouraged to prepare design drawings more like shop drawings to minimize construction submittals.

Design is the work necessary to ensure functionality, quality, and safety for critical facets of the project.

- a. Provide work in compliance with the following design standards and codes, as a minimum. Government standards listed in this RFP take precedence over industry standards.
- b. This RFP references published standards, the titles of which can be found in the *Unified Master Reference List (UMRL)* on the Whole Building Design Guide at the Unified Facilities Guide Specification (UFGS) Website. The publications referenced form a part of this specification to the extent referenced.

The advisory provisions of all codes, requirements, and standards shall be mandatory; substitute words such as "must" or "required" for words such as "shall", "should", "may", or "recommended," wherever they appear. The results of these wording substitutions incorporate these code and standard statements as requirements. Reference to the "authority having jurisdiction" shall be interpreted to mean Contracting Officer or Contracting Officer Representative. Comply with the required and advisory portions of the current edition of the standard at the time of contract solicitation.

The following list of codes and standards is not comprehensive and is augmented by other codes and standards referenced and cross-referenced in the RFP. Refer to RFP for specific requirements within other UFC's.

- 1) UFC 1-200-01, *General Building Requirements*
- 2) UFC 1-300-08, *Criteria for Transfer and Acceptance of Military Real Property*
- 3) UFC 1-300-09N, *Design Procedures*
- 4) UFC 3-560-01, *Electrical Safety, O&M*

- 5) UFC 3-600-01, *Fire Protection Engineering for Facilities*
- 6) UFC 3-600-10N, *Fire Protection Engineering*
- 7) UFC 3-800-10N, *Environmental Engineering for Facility Construction*
- 8) UFC 4-010-01, *DoD Minimum Antiterrorism Standards for Buildings*
- 9) UFC 4-020-01, *Security Engineering: Facilities Planning Manual*
- c. RFP contains the project description, functional and performance requirements, scope items.
- d. Provide professional registration and design signing and stamping requirements per requirements of UFC 1-300-09N, *Design Procedures*.
- e. Meet sustainability requirements per UFC 1-200-02 High Performance and Sustainable Building requirements and UFGS section 01 33 29.05 20 *Sustainability Requirements for Design Build*.

Design Schedule submittals

1. The contractor shall submit 3 sets of technical documentation, final drawings, in English, each set stapled. The drawings in scale 1:100 shall be prepared separately for each trade. The drawings shall contain exact sizes; dimension etc.; text and captions shall be in English.
 1. The final design submittal must be professionally signed and sealed by the DOR and forwarded to the Contracting Officer prior to the start of construction. Separated final design packages will only be considered for Government review and approval during the Post Award Kick-off Meeting.
 2. Construction submittals are to be DOR-approved.

Submit the all construction submittals, approved by the DOR, to the Government for surveillance.

Comply with sustainability submittals per UFGS section 01 33 29.05 20 Sustainability Requirements for Design Build.

QUALITY CONTROL

Maintain quality control for and inspect all work under the contract. The Contractor shall provide a quality control plan which is site specific. The final QC plan must be submitted prior to the preconstruction meeting for review and acceptance before work starts. The QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in Task Orders are met.

- a. Submit a QC Plan for Government review and acceptance. The QC plan shall include the following:

- 1) NAMES, QUALIFICATIONS and RESPONSIBILITIES: For each person in the QC organization (design and construction).

2) **OUTSIDE ORGANIZATIONS:** Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.

3) **INITIAL SUBMITTAL REGISTER (DESIGN & CONSTRUCTION):** Include submittal reviewer, estimated date of delivery, and identify which design submittals require Government approval prior to construction, and which construction submittals require DOR or Government approval prior to construction.

4) **TESTING LABORATORIES:** Accredited laboratories as applicable.

5) **TESTING PLAN AND LOG:** Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test.

6) **LIST OF DEFINABLE FEATURES:** A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, and has the same control requirements and work crews.

7) **COMMUNICATION PLAN:** Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the design phase of the project. Communication Plan shall indicate the frequency of design meetings and what information is covered in those meetings, key design decision points tied to the Network Analysis Schedule and how the DOR plans to include the Government in those decisions, peer review procedures, interdisciplinary coordination, design review procedures, and comment resolution.

b. **QC Manager Responsibilities:**

1) Participate in the Post Award Kick-off, Partnering, Design Development and Coordination Meetings and Production Meetings.

2) Ensure that no construction begins before the DOR has signed and stamped the design for that segment of work, and design and construction submittals are approved as required in the QC Plan.

3) Immediately stop any work that does not comply with contract plans and specifications, and direct the removal and replacement of any defective work.

4) Prepare QC Reports.

5) Hold biweekly QC meetings with DOR, Superintendent and Government technical team; participation shall be suitable for the phase of work.

- 6) Ensure that safety inspections are performed. Attend weekly Toolbox meetings.
 - 7) Maintain submittal log.
 - 8) Maintain updated as-built drawings on site.
 - 9) Maintain testing plan and log. Ensure that all testing is performed per contract.
 - 10) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
 - 11) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.
 - 12) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.
 - 13) Ensure that all required keys, operation and maintenance manuals, warranty certificates, and the As-built drawings are submitted to the Contracting Officer.
 - 14) If Commissioning is part of work, engage Commissioning Authority (CA), coordinate their oversight of Contractor's work and verify CxA's performance in accordance with UFGS section 01 45 00.05 20.
- c. Use the Three Phases of Control process for construction QC.
- 1) Preparatory Phase: Review all applicable documents for compliance with all applicable laws, codes, regulations, and the requirements of the contract, including contract drawings and specifications. Determine requirements for testing and certification. Review submittal approvals for materials, equipment, shop drawings, and applicable methods of construction and installation. Include all Preparatory Phase items in the QC Report.
 - 2) Initial Phase: Observe and inspect the initial portion of the work performed under a DFOW to establish the quality of the workmanship, resolve conflicts in construction, ensure that testing is done and certified as required, and to check all work procedures to ascertain the work is in conformance with required safety requirements. Record and report nonconforming work and work not of acceptable quality and requiring correction or rework. Include all Initial Phase items, along with initial phase checklist and, in the QC Report.
 - 3) Follow-Up Phase: Occurs at the completion of each DFOW. Ensure the work is in compliance with contract requirements, quality of workmanship for all work is maintained, and all work performed meets safety requirements. Include all Follow-Up Phase items, including date, in the QC Report.

- d. The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training. The Superintendent cannot serve also as the Quality Control Manager on this project.

Special inspection, testing, approvals, certifications, observations and quality assurance plans as prescribed in Chapter 17 of the IBC are required.

SUBMITTAL PROCESSING

All submittals shall be submitted and approved prior to commencing the construction phase.

Provide to the Government submittals as listed. See Paragraph 4, DESIGN, for specific design and construction submittal format and approval and surveillance requirements. Design drawings may be prepared more like shop drawings to minimize construction submittals after final designs are approved. Therefore, the Contractor is encouraged to prepare and submit with the design drawings, appropriate connection, fabrication, layout, and product specific drawings.

- a. QC Plan, prior to Design/Construction (may be phased).
- b. Design and construction submittals, prior to construction, approved IAW QC Plan, the DOR or QC Specialist is the approving authority for submittals
- c. Sustainability Action Plan in accordance with 01 33 29.05 20 Sustainability Requirements
- d. DOR-approved design and construction submittals for Government surveillance (typically Fire Protection system and Life Safety submittals). Stamp the submittals "FOR SURVEILLANCE ONLY." Submit Surveillance submittals to the Government prior to starting work for that item. Submittals required for surveillance will be returned only if corrective actions are required.
- e. Material Safety Data Sheets (MSDS) as applicable.
- f. Schedule: Provide detailed design schedule and preliminary construction schedule, due prior to PAK.
- g. Environmental Protection Plan, prior to start of the work.
- h. Contractor Safety Self-Evaluation Checklist.
- i. Accident Reports - submit if incidence occurs.
- j. Safety Submittals: prior to construction.
- k. Record Drawings, due at Beneficial Occupancy
- l. Operation and Maintenance Information: Due prior to testing as applicable, no later than 30 calendar days before Beneficial Occupancy.
- m. Licenses and Permits: prior to construction.

SUPERVISION

The Contractor shall have a supervisor fluent in English on the job site during working hours.

CONTRACTOR WORK SITE

Limit use of the premises for work and for storage of material and equipment associated with the contract. Unless otherwise specified or separately agreed to, Government owned material handling equipment, transportation equipment or general tools will not be available for Contractor's use. Clean work area daily and after completion of the work, removing all loose debris and disposing of all non-permanent materials IAW the contractor's Waste Management Plan.

- a. **Temporary Facilities:** The Contractor may provide his own office facilities; coordinate and obtain advance approval from the Contracting Officer. Provide and maintain suitable sanitary facilities within the construction limits of the contract. Dispose of sanitary waste in accordance with the applicable laws, and local regulation.
- b. **Contractor-Furnished Equipment:** Equipment is subject to the inspection and approval of the Contracting Officer, prior to and during the life of the contract. All equipment and vehicles shall display readily visible Contractor identification markings. Relocate stored Contractor equipment which may interfere with operations of the Government or with others on-site.
- c. **Contractor-furnished Material:** Protect and secure products stored at this site.
 - 1) All replacement units, parts, components, and materials to be used in the maintenance, repair and alteration of facilities and equipment shall be new and compatible with the existing equipment on which it is to be used, and shall comply with applicable Government, commercial, or industrial standards such as Underwriter's Laboratories, Inc., and National Electrical Manufacturers Association.
 - 2) In addition, submit a current certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations.

TEMPORARY UTILITIES

- a. The Government will provide water and power in reasonable quantities at the prevailing rates.
- b. All labor, material, and equipment necessary to affect temporary utility tie-ins, including transformers if necessary, shall be at the expense of the Contractor and under the surveillance of the Contracting Officer.
- c. The Contractor shall be responsible for any damages to Government, private or public facilities and property that may result from the installation and removal of these temporary utility tie-ins. Corrections and repairs shall be made at the Contractor's expense.
- d. **The actual location and installation of the temporary tie-in, together with**

any interruptions of utilities systems, shall be identified and approved by the Contracting Officer prior to execution. Notify the COR and Station Utilities 15 calendar days prior to any tie-ins.

- e. Permanent utility systems, when indicated, will be available for tie-in.
- f. Telephone and Data Service: Make arrangements with local telephone company, NMCI and other pertinent base communication departments.
- g. **Maintain utility services to existing facilities surrounding the site at all times during construction. The contractor shall consider in their proposal the minimum of interruption of potable water service during the daily base operations. The maximum permissible water interruption shall be four to six (4 to 6) hours during the night or weekends.**
- h. **The contractor shall submit a coordinated list of all outage to execute in accordance to the schedule submitted for approval.**
- I. Contractor shall install and certify back flow preventers on all connections to the potable water supply system.

ENVIRONMENTAL CONTROLS AND PROTECTION

Unforeseen Hazardous Conditions: Do not disturb hazardous materials and report condition immediately to the Contracting Officer potentially hazardous conditions that are uncovered or the Contractor becomes aware of that have not been identified in the RFP. This includes hazardous components and materials and contamination (see UFC 3-800-10N, *Environmental Engineering for Facility Construction*, for more information). This includes conditions that are not only hazardous to humans but wildlife, marine life and the environment. Stop work in the area of the questionable material or condition until identification and direction is provided.

WASTE MANAGEMENT

Provide Waste Management Plan according to UFGS section 01 33 29.05 20 *Sustainability Requirements for Design Build*.

RECORD DRAWINGS AND OPERATION & MAINTENANCE (O&M) DATA

Provide the Contracting Officer with two copies of half size as-built drawings, one copy of full-size as-built drawings, and two CDs containing drawings (in both pdf and AutoCAD formats), and all construction submittals.

WARRANTY

Warrant all materials and work for not less than one year after final acceptance of the work, except as otherwise indicated in this RFP. If required to provide remedial repair of previously installed work due to latent defect or unacceptable work performance, warrant the repaired work for one year after the completion and acceptance of the repair. For warranted items, furnish the manufacturers' original written warranty accompanied by a copy of the supplier's receipt showing place of purchase, telephone number of supplier, address, delivery order number if applicable, and ticket number.

PERFORMANCE EVALUATIONS

The evaluation will take into account all aspects of the Contractor's performance. Performance evaluations may be completed any time during the contract. The Government will provide a copy of the performance evaluation and an opportunity to discuss the evaluation. The performance evaluations will have an impact on the award of future contracts

WORK HOURS, ACCESS AND PASSES

All Contractor employees, including subcontractors, and subcontractors' employees, suppliers, and suppliers' employees shall be required to comply with the Installation Security Requirements regarding personnel, vehicle, and equipment security passes and access the jobsite. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard the station, including but not limited to, the rights of search of all persons or vehicles aboard the station.

Coordinate with the Contracting Officer for specific security and access requirements.

- a. Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s) without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.
- b. Passes and Badges: Contractor employees and representatives performing work under this contract are required to be either United States citizens or documented legal residents (status verified by prime contractor). All Contractor employees shall obtain the required employee and vehicle passes. Each employee shall wear the Government issued badge over the front of the outer clothing. Failure to obtain security and base access passes shall not be a cause for contract performance time extension. The Contractor shall immediately turn in all terminated employee's badges to the issuing office. **Contractor shall provide an access list to the COR for all personnel and vehicles required in executing and completing the work. List shall be provided a minimum of five (5) working days prior to commencement of work. The contractor will access the project through the NSA1 Base Pass & ID Gate. Telephone 1785-8000**

1) Personnel will be issued appropriate identification badges when the Contractor submits, in writing on company letterhead, a list indicating that all individuals are bona fide employees. Employees shall complete questionnaires and other forms as required for security. Allow 14 calendar days for background checks and processing. The list shall contain the following information:

- a) Name of employee
- b) Social Security Number
- c) Date of Birth
- d) Place of Birth
- e) Citizenship, Statement of (U.S.) or proof of documented legal residency
- f) Employment Eligibility Verification Form (DHS FORM I-9). This form is available at
- g) **Bahrain CPR card**

<http://uscis.gov/graphics/formsfee/forms/files/I-9.pdf>

- c. Contractor Vehicles: All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. The company name shall be displayed in a clearly visible manner and size on each Contractor vehicle used in the course of work. Registration, proof of insurance and driver's licenses are required to obtain a station vehicle pass.
- d. Work Hours: Unless otherwise indicated, work will be located on a Government compound, military installation, or station. Contractor work hours shall be between 0630 and 1700 Monday through Friday. Obtain advance approval from the Contracting Officer for Contractor personnel to remain on site beyond normal working hours. Notify the Contracting Officer at least 48 hours in advance to obtain approval for access to the jobsite or work outside of normal working hours or on Saturday, Sunday, and Federal Holidays.
- e. Contractor Personnel: Provide the Contracting Officer the name(s) of the supervisory person(s) authorized to act for the Contractor. Provide, and update as required, a list of the key personnel for the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency.
- f. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. Remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

SECURITY REQUIREMENTS

- ... All security requirements apply to all subcontractors and suppliers associated with this contract. In addition to special or extraordinary security requirements, comply with the following:
- ... Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting

Officer.

- ... Do not disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.
- ... Do not disclose any information to any person not entitled to receive it. Failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- ... Direct to the Contracting Officer and or Installation Security Officer for resolution all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.
- ... Coordinate photography requirements with the Contracting Office. Some areas restrict or prohibit photographing Government property.
- ... Deviations from or violations of any of the provisions of this paragraph, will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and withdrawal of the Government's acceptance and approval of employment of the individuals involved.

REQUIRED INSURANCE

Within 15 calendar days after award, furnish the Contracting Officer a Certificate of Insurance as evidence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, *Insurance Work On A Government Installation*:

- a. Comprehensive General Liability: \$500,000 per occurrence.
- b. Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.
- c. Worker's Compensation: As required by Federal and State Worker's compensation and occupational disease and other laws.
- d. Employer's Liability Coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.
- e. Others as required by state law.
- f. Above insurance coverages is to extend to Contractor personnel operating Government owned equipment and vehicles.
- g. The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

For projects which require removal of asbestos containing materials the Asbestos Contractor or Subcontractor, as the case may be shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name

the Government and PQP as additional ensured.

ORAL MODIFICATION

No oral statement by any person other than the Contracting Officer, as provided in the contract clause entitled, "CHANGES AND CHANGED CONDITIONS," will in any manner or degree modify or otherwise affect the terms of this contract.

NO WAIVER BY THE GOVERNMENT

The failure of the Government in any one or more instances to insist upon strict performance to any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.

EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS

- a. Whenever the Contractor submits a claim for equitable adjustment under a clause which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustment arising out of delays or disruptions.
- b. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived: (1) any adjustments to which he otherwise might be entitled under the clause where such claim fails to request such adjustments; and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
- c. The Contractor agrees that, if required by the Contracting Officer, it shall execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, including its officers, agents, and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions caused by the aforesaid change.

SAFETY AND OCCUPATIONAL HEALTH

- a. References: The publications listed below form a part of this specification to the extent referenced. Use current version of referenced requirements at the time of contract solicitation. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1, Safety Requirements for Personal Fall Arrest System, Subsystems and Components

ANSI A10.32, Fall Protection systems for Construction and Demolition Operations

ANSI A10.6, Demolition Operations

ANSI Z9.2, Fundamentals Governing the Design and Operation of Local

*Exhaust Systems**ANSI Z88.2, Respiratory Protection**ANSI Z358.1, Emergency Eyewash and Shower Equipment*

ASME INTERNATIONAL (ASME)

*ASME B30.22, Articulating Boom Cranes**ASME B30.3, Construction Tower Cranes**ASME B30.5, Mobile and Locomotive Cranes**ASME B30.8, Floating Cranes and Floating Derricks*

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

*ASTM Standards on Lead-Based Paint Abatement in Buildings**ASTM E 1368, Visual Inspection of Asbestos Abatement Projects*

DEPARTMENT OF DEFENSE (DoD)

*MIL-STD-1472F, Military Standard, Human Engineering Design Criteria for Military Systems, Equipment and Facilities**DoD-HDBK 743A, Anthropometry of US Military Personnel*

DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25, Storage and Handling of Compressed Gases and Liquids in Cylinders

EPA Standards and Documents - General

*15 U.S.C. 2601 - Toxic Substances Control Act**EPA Title X - The Residential Lead Based Paint Hazard Reduction Act**EPA & HUD - Lead Safe Work Practices**HUD Guidelines, Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing*

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

*NFPA 241, Safeguarding Construction, Alteration, and Demolition Operations**NFPA 51B, Fire Prevention During Welding, Cutting, and Other Hot Work**NFPA 70, National Electrical Code**NFPA 70E, Electrical Safety in the Workplace*

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 Safety -- Safety and Health Requirements

UNITED FACILITIES CRITERIA (UFC)

UFC 3-560-01, Electrical Safety, O&M

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

*29 CFR 1910 Occupational Safety and Health Standards**29 CFR 1910.146 Permit-required Confined Spaces*

*29 CFR 1915 Occupational Safety and Health Standards for Shipyard
Employment
29 CFR 1926 Safety and Health Regulations for Construction*

- b. Submittals: A "G" following a submittal indicates that Government approval action is required.
- 1) Contractor Accident Prevention Plan (APP), comply with EM 385-1-1, Appendix A; G
 - 2) Contractor Safety Self-Evaluation Checklist; G
 - 3) Monthly Work-Hour Reports
 - 4) Crane Critical Lift Plan; G
 - 5) Accident Reports – submit if incidence occurs.
 - 6) Activity Hazard Analyses, as applicable.
- c. Weight Handling Equipment (WHE) Accident: A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over).
- d. Contractor Safety Self-Evaluation Checklist: Contracting Officer will provide a "Contractor Safety Self-Evaluation checklist" to the Contractor. Complete the checklist monthly and submit with each request for payment. A score of 90 or greater is required. Failure to submit the completed safety self-evaluation checklist or achieve a score of at least 90, will result in retention of up to 10 percent of the voucher.
- e. Regulatory Requirements: In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations included in the RFP. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. UFC 3-560-01 takes precedence over all other guidance for electrical safety.
- f. Site Safety and Health Officer (SSHO) Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The SSHO on this project can be the site superintendent.

In addition to duties required in EM 385-1-1 the SSHO shall perform the following:

- 1) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the daily production report.
- 2) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings.

Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

g. Accident Notification and Reports

- 1) For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, fill out the Contractor Incident Report (CIR) electronically and submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) within 5 calendar days. The Contracting Officer will provide copies of any required or special forms.
- 2) For any weight handling equipment accident (including rigging gear accidents), the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.
- 3) Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (e.g., type of construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.
- 4) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a

compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

- h. Hot Work: Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing devices, request a written permit from the Fire Division. **CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.** It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit.
- i. Hazardous Material Use: Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, or lead-based paint are prohibited. The Contracting Officer, upon written request may consider exceptions to the use of any of the above excluded materials.

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, *Changes*, and FAR 52.236-2, *Differing Site Conditions*.

- j. Pre-outage Coordination Meeting: Apply for utility outages at least 15 days in advance. As a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.
- k. Fall Hazard Protection and Prevention Program: Establish a fall protection and

prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

1) Fall Protection for Roofing Work: Implement all protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a) A safety monitoring system is not adequate fall protection for low sloped roofs and is not authorized.

b) Work on steep-sloped roofs, including residential or housing type construction, requires a personal fall arrest system, guardrails with toe-boards, or safety nets.

2) Fall Prevention and Design: During design, consider and eliminate fall hazards encountered at the facility during maintenance evolutions whenever possible. If it is not feasible to eliminate or prevent the need to work at heights with its subsequent exposure to fall hazards, include control measures in the design to protect personnel conducting maintenance work after completion of the project. In addition to the detailed requirements included in the provisions of this contract, incorporate the requirements of 29 CFR 1910 Standards in the design (29 CFR 1915 applies for work in Shipyards).

1. Weight Handling Equipment: All handling equipment must meet the requirements of NAVFAC P-307 Section 1.7.2.

1) Crane Critical Lift Plan: Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submit the plan 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. as well as the following:

a) For lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.550(g).

2) Provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and

USACE EM 385-1-1 section 16 and Appendix H. The Certificate of Compliance shall state that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post these certifications on the crane.

3) Notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

4) Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

5) Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

6) Under no circumstance make a lift at or above 90% of the crane's rated capacity in any configuration.

7) When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

8) Use cribbing when performing lifts on outriggers.

9) Position the crane hook/block directly over the load. Side loading of the crane is prohibited.

10) Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall be available for review by Contracting Officer personnel.

11) Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

12) Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

13) Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations, set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. Include this maximum wind speed determination in the activity hazard analysis plan for that operation.

- m. Utility Locations and Verification Prior to Excavation: Obtain appropriate digging permit from Base personnel through Contracting Officer prior to digging. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Maintain all markings during utility investigation throughout the contract. Locate utilities in accordance with Paragraph 17.

Physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Use hand digging within 0.61 m (2 feet) of a known utility. If construction is parallel to an existing utility, expose the utility by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

- n. Utilities Within Concrete Slabs: Utilities located within concrete slabs are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.
- o. Conduct of Electrical Work: Follow electrical safety criteria specified in UFC 3-560-01, USACE EM 385-1-1, and NFPA 70E during the conduct of all work.
- p. Work in Confined Spaces: In addition to the requirements of Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6), comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.

1) Confined Space Signage: Provide permanent signs integral to or securely attached to access covers for permit-required confined spaces provided by this contract. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).

2) Entry Procedures. Prohibit entry into a confined space by personnel for any

purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.

3) Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.

4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

- q. Ergonomics Considerations during Design: Design facilities, processes, job tasks, tools and materials to reduce or eliminate work-related musculoskeletal (WMSD) injuries and risk factors in the workplace. Design maintenance access to reduce WMSD risk factors to the lowest level possible. In addition to requirements included in this contract, design shall incorporate the requirements of MIL-STD-1472F.

SAFETY SUPERVISION

1. Contractor shall follow the Army Corps EM-385 to utilize proper safety methods during all phases of design to ensure safety of workers and station/base personnel. This is extremely important in this project due to the hazards of entry into permit required confined spaces. Contractor shall submit to the COR an Accident prevention plan (APP) and Activity Hazard Analysis (AHA) project specific for review and acceptance. APP and AHA plans shall be submitted prior to NTP notice to proceed from government and prior to start of work.
2. **Site Safety and Health Officer (SSHO)**

The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract: The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 40-hour construction safety class or equivalent within the last five years and an average of at least 24 hours of safety training per year for the past five years. The SSHO shall serve as the SSHO solely and may not assume any additional organizational role for the Contractor. More specific qualification and performance requirements for the SSHO

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

E.1 Acceptance

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review and acceptance by the Government.

E.2 Government Quality Assurance (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES – FIXED PRICE" clause, Section E each phase of the services rendered under this contract is subject to the Government's inspection, during the Contractor's operation and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E. Performance Evaluation Meetings

- a. The Contractor shall meet with the Government's representative monthly during the first six (6) months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer. The Government reserves the right to continue these meetings for the duration of the contract. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be prepared by the Contractor, shall be signed by the Contractor's Representative and the Government's Representative. These meeting minutes will be provided to the Contracting Officer. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of the disagreement within 10 calendar days.
- b. The Government will periodically assess the Contractor's overall performance in the Contractor Performance Assessment System (CPARS) allowing for correction and documentation of substandard performance. The Contractor will be afforded an opportunity to comment on each evaluation performed. The Contractor has 30 Calendar days to submit written comments on unsatisfactory ratings.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

F.1 LOCATION

The work shall be located at Naval Support Activity (NSA I), Bahrain, located in the Middle East.

F.2 PERFORMANCE PERIOD OF THE CONTRACT

The Government's intent to exercise options is described as follows:

Contract Year	Backup Power: (Include n+1 Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)	Prime Power: (Include n+2 Prime and Backup generators fuel tank, distribution panel, automatic transfer switch, electrical cables, conduits, all necessary connections, labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement)
1	Base Contract: 12 months (from date of award)	
2	Option 1: 12 months (from date of award)*	Option A: Base Year 12 months (from date of award)**
3	Option 2: 12 months (from date of award)*	Option B: 12 months (from date of award)**
4	Option 3: 12 months (from date of award)*	Option C: 12 months (from date of award)**
5	Option 4: 12 months (from date of award)*	Option D: 12 Months (from date of award)**

* The Government reserves the right to negotiate a prorated period of performance for this option based on the date when Option A will be exercised before or after the specified duration.

** The Government plans to exercise Option A at the beginning of base Option 1, however the Government reserves the right to exercise Options A-D at any time during the period of performance (60 months) for this contract.

Period of Performance: Offerors shall submit an offer for the performance of work as described in the above. The Offeror's pricing shall reflect pricing for the Base Contract and Options 1-4 and Options A, B, C, and D all are which 12 months period of performance.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contract Department:

1. The Contracting Officer for this procurement is:

Maryann W. Hough
Contracting Officer
NAVFAC EURAFSWA
Phone +39-081-568-6401
DSN 314 626 6401
Email: Maryann.Hough@eu.navy.mil

2. The Contract will be administered by:

Facilities Engineering and Acquisition Division, Bahrain
PSC 451, Box 510
FPO AE 09834

G.2 RELEASE OF CLAIMS

The Contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its' officers, agents, and employees, of and from all liabilities obligations and claims whatsoever in law and in equity under or arising today out of said contract.

G.3 INVOICING INSTRUCTIONS

NOTE: This procedure is for processing invoices through the Facilities Engineering and Acquisition Division, Bahrain.

a. The Contractor shall submit invoices monthly to the Contracting Officer in original and one (1) copy for services provided. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the pre-performance conference and submitted with copies of the DD 1155 and, in case of modification to the subject contract. The Contracting Officer is required to accept only one invoice per month. Invoices should be delivered the first week of each month, during the Government's regular working hours, to:

Facilities Engineering and Acquisition Division, Bahrain
PSC 451, Box 510
FPO AE 09834

The Contracting Officer will discuss invoicing procedures as regarding the firm fixed-price portion of the work during the pre-performance conference. The Contractor should anticipate invoicing monthly for a prorate portion (1/12th) of the firm fixed-price work; however, the Government reserves the right to require itemized invoices for all firm fixed-price work.

b. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

- (1) Invoice date;
- (2) Name of Contractor;
- (3) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (4) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of lading);
- (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of an improper invoice;
- (7) Any other information or documentation required by other provisions of the contract (such as evidence of shipment); Invoice shall be prepared and submitted in original and 1 copy (one copy shall be marked "original") unless otherwise specified.

c. For Contract Line Items that are composed of Subcontract Line Items, the invoice shall reflect each Subcontract Line Item and the amount under each that is included in the invoice.

G.4 MODIFICATION PROPOSALS - PRICE BREAKDOWN

a. The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.

b. In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

____(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

___(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

___(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within the number of days as specified in the Performance Work Statement after contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 Historical and Archaeological

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work.

H.2 Security Requirements

Individuals working aboard Naval Support Activity (NSA), Bahrain must possess the ability to obtain a unescorted OR escorted OR NACIMS badge in order to perform work on this contract. Following the award of this contract the Awardee must submit the following information for each individual assigned to work on NSA, Bahrain.

- a. Full name
- b. Nationality
- c. Passport number
- d. Colored copy of passport
- e. Colored copy visa
- f. CPR number (only required for local nationals)
- g. Color copy of CPR card (front and back; only required for local nationals)
- h. Contact number

H.3 English Speaking Representative

At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present on site that is capable of explaining the work operations and receiving instruction in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

H.4 Environmental Requirements

Final Governing Standards (FGS) for environmental protection at Department of Defense (DOD) installations and facilities are in effect. The FGS are applicable to work under this contract. The FGS may be viewed at the Public Works Department, NSA Bahrain during normal business hours.

CLAUSES INCORPORATED BY REFERENCE

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7001	Tax Relief	SEP 2014
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3	Offeror Representations and Certification--Commercial Items	MAR 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	MAY 2015
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-10	Net Weight - General Freight	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract:

- a. The Contractor shall, in place of actual damages, pay to the Government liquidated damages in the amount of \$11,000.00 with an immediate assessment per calendar day for each day N+1 back up power is not provided until N+1 backup power is provided or restored.

- b. The Contractor shall, in place of actual damages, pay to the Government liquidated damages in the amount of \$4,820.00 with an immediate assessment per calendar day for each day N+2 prime power is not provided until N+2 prime power is provided or restored.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.00 for CONSTRUCTION for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(d) The Government will provide written notice of the Government's intent to extend thirty (30) days prior to the end of the base or option period. However, the Government reserves the right to exercise the option one calendar one (1) day prior to the end of the base or option.

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCS, EXHIBITS & ATCHS

Attachment Number	Attachment Description
Attachment J.1	Pre-Award Inquiry Form
Attachment J.2	Price Proposal Schedule
Attachment J.3	Past Performance Questionnaire
Attachment J.4	Existing Chiller Information
Attachment J.5	Concept Diagram
Attachment J.6	Equipment Site Location
Attachment J.7	As Built Drawings
Attachment J.8	Photos
Attachment J.9	NSA Environmental SOP

All attachments are provided as separate documents.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-8	Annual Representations and Certifications	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984

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52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Ms. Laura Haverlock
 NAVFAC EURAFSWA
 Contracting Officer
 Email – Laura.Haverlock@eu.navy.mil

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

5252.237-9302 SITE VISIT (JUL 1995)

- (a) The site will be available for visitation on Wednesday, 22 July 2015 at 0800 hours Bahrain time.
- (b) Offerors will meet at the Main Entrance to Naval Support Activity (NSA), Bahrain at 0745 on Wednesday, 22 July 2015.

- (c) Offerors will be required to provide the following information by Tuesday, 14 July 2015, 1600 hours Bahrain time in order to apply for Temporary/Escorted Access to Naval Support Activity (NSA), Bahrain.

The following are the requirements for Temporary/Escorted Access.

Offerors will provide a signed memo on company letter head and the required attachments as listed below that provides the following information for each individual that will attend the site visit. Address the memo to NAVFAC, Public Works Department, NSA, Bahrain.

- a. Full name
- b. Nationality
- c. Passport number and expiration date
- d. Visa number and expiration date
- e. Colored copy of passport
- f. Colored copy visa
- g. CPR number (only required for local nationals)
- h. Color copy of CPR card (front and back; only required for local nationals)
- i. Contact number

Include the Solicitation Number N33191-15-R-1428, Project Title: Temporary Power for Building 262, NSA I, Bahrain, and the date of the site visit.

Offerors will submit the above documentations to my email: Normita.Tipgos.ph@me.navy.mil, Katrina.Porter@me.navy.mil and Anthony.Oliver@me.navy.mil by Tuesday, 14 July 2015.

Section M - Evaluation Factors for Award

EVALUATION FACTORS**EVALUATION FACTORS AND BASIS OF AWARD:**

The Government reserves the right to eliminate from consideration for award any or all proposals not in compliance with evaluation criteria at any time prior to award of the contract; to negotiate with Offerors within the competitive range; and to award the contract to the Offeror submitting the proposal determined to represent the Low Price Technically Acceptable (LPTA) to the Government.

The Government intends to evaluate proposals and award the contract without discussions with Offerors. Therefore, initial proposal should contain the Offeror's best proposal and price. However, the Government reserves the right to conduct discussions upon the determination and recommendation of the Contracting Officer.

a) NON-PRICE FACTORS

An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

In making the award decision the government will consider the 5 Factors: the 4 Non-Price Factors and the Price Factor.

The Non-Cost/Price Factors are:

Factor 1 – Technical and Management Approach

Factor 2 – Experience

Factor 3 – Past performance

Factor 4 – Safety and Environmental

Factor 1 – Technical and Management Approach:**(a) Solicitation Submittal Requirements:**

Demonstrate how the Offeror's general management, administration structure and technical approach/methodology will ensure the successful performance of each technical specification while also coordinating, management and supervising workforce personnel across all technical specifications simultaneously as described

in the PWS. The composition, management and proposed technical approach for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

- (1) Provide a list of Key Personnel and their qualifications and letters of commitment.

Provide Organization Chart. The organization chart shall clearly identify lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, major technical specification area organizations and subcontractors. If subcontractors are used identify their percentage of involvement in the contract and letters of commitment.

- (2) If proposing to use subcontractors, identify the work, by technical specification that the subcontractor will perform along with the subcontractor's DUNS number. The Offeror will demonstrate the ability to effectively manage subcontractor(s) across all technical specifications. Include the subcontractor information with the organizational chart.

- (3) Concept design drawings (in A3 size), Level II schedule, and narrative describing the technical solution to the project that meets the requirements of the RFP.

Include the following:

- Technical approach narrative and concept design (intended as 35% design submittal level of detailing) for the overall design & construction phases.
- Level II Schedule must contain at a minimum: Design Phase, Submittal Review, Material Procurement, Construction with Definable Features of Work and Testing/Commissioning.
 - The power source equipment (i.e. generator) and long lead items must be procured from a supplier in the Middle East.
- Annual / Preventive Maintenance program
- Proposed equipment specification

- (4) Provide a summary of the proposed Quality Management System (QMS)

Program including staffing, a quality management chart with lines of authority, inspection/surveillance methodology, corrective procedures and follow-up that will be used to ensure full compliance with all performance objectives and standards. Discuss the quality management processes (practices, resources, and activities), minimum controls and methodology and how quality management will address and ensure the following:

- a. Accurate documentation of work processes, procedures and out measures;
- b. A systematic procedure for controlling and assuring compliance with all performance objectives and standards in Sections Service Contract Conditions and Technical Engineering System Requirements;

- c. Accurate documentation of quality inspections and surveillance conducted throughout the execution of work;
 - d. Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
- (5) The Offeror shall identify risks expected to be encountered based on the requirements of successfully performing the work for this project as described in the Sections for Service Contract Condition and Technical Engineering Requirements of the PWS.
- (6) Provide an Emergency Repair Response Plan based on the Service Contract Condition and Technical Engineering Requirements of the PWS.
- (7) Management Approach submittal shall be limited to 25 pages, not including the organizational charts.

(b) Basis of Evaluation:

The standard for Technical and Management Approach has been met when the Offeror demonstrates how the Offeror's general management, administration structure and technical approach/methodology will ensure the successful performance of each technical specification while also coordinating, management and supervising workforce personnel across all technical specifications simultaneously as described in the PWS.

The Government will evaluate the documents considering the extent to which the Offeror Contract Management Qualifications (Key personnel and Organization Chart) and technical approach demonstrates a clear understanding of the requirements of the project.

The Government will evaluate the proposal to ensure the Offeror's approach/methodology demonstrates the following: (1) adequate staffing levels based on the requirements of the PWS; (2) the ability to successfully perform each technical specification while also coordinating, management and supervising workforce personnel across the entire contract simultaneously; (3) a comprehensive quality management plan; (4) the ability to effectively manage subcontractors, and (5) the ability to manage risks.

The Government will evaluate the Offeror's Key personnel qualifications and technical solution to determine adherence to the technical requirements of the RFP.

Factor 2 – Experience:

- (a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

The attached Project Data Sheet (Attachment D) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate service contract experience and design-build experience, submit separate Project Data Sheets for service contract experience and design-build experience. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed two (2) pages.

(1) Service Contract Experience:

Submit three (3) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the solicitation. At a minimum two (2) of the three (3) projects shall have been executed in the Middle East Region. Any projects submitted in excess of the three (3) for Construction Experience will not be considered. Projects submitted for the Offeror must have been completed within the last five (5) years of the issuance of this solicitation.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this solicitation. In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. For the purpose of this solicitation, a relevant project is defined as any project similar in size (task orders or stand-alone contracts equal to or above \$7 million), scope (as defined in the statement of work) and complexity. These projects are to have been performed by the Offeror as a prime contractor, joint venture/team/partner member, or as a subcontractor.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture members may be rated lower. Offerors are still limited to a total of five (5) projects combined.

The Offeror may utilize experience of a major subcontractor to demonstrate service contract experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the meaningful involvement for the major subcontractor. This documentation must be provided or the project will be considered Not Relevant. This documentation is not included in the project data sheet page limitation.

(2) Design-Build Experience:

Submit three (3) relevant design projects for the design-build team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the solicitation. At minimum of two (2) projects shall have been executed in the Middle East Region. Any projects submitted in excess of the three (3) will not be considered.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this solicitation (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. For the purpose of this solicitation, a relevant project is defined as any project similar in size (task order or stand-alone contract equal to or above \$1 million), scope (as defined in the statement of work) and complexity. These projects are to have been performed by the Offeror as a prime contractor, joint venture/team/partner member, or as a subcontractor.

Projects submitted must have been completed within the last five (5) years of the issuance of this solicitation.

A project is defined as a complete design-build effort performed under a single task order or contract/subcontract. For multiple award and indefinite delivery/indefinite quantity type contracts, the overall basic contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a single task order as a project.

The Offeror may utilize experience of a major subcontractor to demonstrate design-build experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the meaningful involvement for the major subcontractor. This documentation must be provided or the project will be considered Not Relevant. This documentation is not included in the project data sheet page limitation.

(b) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant Service and Design-Build projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the solicitation. The Government will only review three projects for service contract experience and three for design-build experience. If more than 3 projects are submitted, only the first 3 will be reviewed in the evaluation.

Factor 3 Past Performance:**(a) Solicitation Submittal Requirements:**

If a completed CPARS evaluation is available it shall be submitted with each proposal for each project included in Factor 2.

If there is not a completed CPARS evaluation then submit Past Performance Questionnaires (Attachment D) for each project included in Factor 2. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other SOLICITATIONS. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 2 – Experience and past performance on other projects currently documented in known sources.

In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's

responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the SOLICITATION.

To be considered Acceptable, a minimum of six (three Service and three Design-Build) relevant projects submitted must have past performance ratings of "Satisfactory" or higher. Ratings of "Marginal" or lower within the submitted CPARS or PPQ will be considered "Unacceptable."

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "Acceptable."

Factor 4 Safety and Environmental

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following shall address each contractor who is part of the partnership or joint venture; only one safety narrative is required.)

(1) Technical Approach for Safety and Environmental:

- ... Describe the Offeror's technical approach to safety for its employees as well as the plan that the Offeror will implement to evaluate and measure safety performance of potential subcontractors as a part of the selection process for all levels of subcontractors. Also, describe any methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to one (1) page.
- ... Identify and provide the qualifications of your proposed Safety Manager.

(b) Basis of Evaluation:

The Offeror's proposal will be evaluated as Acceptable if the following criteria is satisfied:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate if subcontractor safety performance will be considered in the selection and monitoring of all levels of subcontractors for this solicitation, and if any safety methods are being proposed that the Offeror plan to implement to ensure and monitor safe work practices at all subcontractor levels. In addition to the above, the Government may review other sources of information for evaluating safety such as, but are not limited to, Government agencies, OSHA, NAVFAC's Facility and other

related resources. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

The proposal must demonstrate that the qualifications of the proposed Safety Manager meet the minimum qualifications for this position as specified in the RFP.

PRICE FACTOR

b) Factor Price

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

- a. A price proposal schedule that is separate from the technical proposal.
- b. Completed Standard Form SF 33.
- c. Completed Section B, Supplies or Services and Prices (CLINs 0001 through 0009). CLIN unit prices to be rounded to the nearest whole number. Failure to do so may be cause to render the Offeror nonresponsive.
- d. Prices provided shall be fully loaded and no other allocations, fees, overheads, G&A, insurance, taxes, profits or any other markups shall be applied when an option is exercised.

Failure to provide items a-d for Price will result in the Offeror being ineligible for award.

(b) Basis of Evaluation:

The Government will evaluate price based on the total price. The total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with the FAR 52.217-5, evaluation of options will not obligate the Government to exercise the options(s). Analysis may be performed by one or more of the following techniques to ensure a fair and reasonable price:

The price for the Contract Line Items will consist of the base plus all options, which may be evaluated by one or more of the following techniques to ensure a fair and reasonable price:

1. Comparison of proposed prices received in response to the RFP.
2. Comparison of proposed prices with the Independent Government Estimate.
3. Comparison of proposed prices with available historical information.
4. Comparison of proposed prices to market research.
5. Fair and reasonable CLIN unit pricing.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990