

**KUWAIT SHORT WAVE (SW) PHASE II EXPANSION PROJECT
RFP BBG-1073-08-IQ-00005-KSH**

SECTION D

PACKAGING AND MARKING

D.1 GENERAL

- A. All deliverable items shall be preserved, packaged and packed in accordance with the Contractor's standard commercial practices to ensure protection against deterioration and physical damage during shipment and handling from the source of supply until the ultimate destination which is the IBB transmitting station site in Kuwait.
- B. At a minimum each shipping container shall be plainly and indelibly marked to show the following:
- (1) Consignment;
 - (2) Contract Number;
 - (3) Brief description of the items enclosed, i.e. indicate the system and components (e.g. heat exchanger, circuit breaker, conduit, door, etc.);
 - (4) Quantity;
 - (5) Contractor's name; and
 - (6) Any other markings that may be given to the Contractor prior to delivery.

(End of Section D)

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 FINAL INSPECTION

Regardless of any previous inspection and test, Final Acceptance shall take place on site after all construction has been completed and installed equipment has passed all acceptance tests. The Government's "Final Acceptance" shall be in writing and signed by the Contracting Officer.

E.2 BENEFICIAL OCCUPANCY

A. Beneficial occupancy of the transmitter bays shall take place after they have been essentially completed and prepared for installation of the GF/GI equipment.

Area

Required Beneficial Occupancy

Transmitter Bays

Not later than 180 calendar days after NTP

B. The above bays and equipment installed therein must be physically complete as verified through inspection by the Government. However, utilities serving the building (e.g. water, electrical power, lighting and HVAC) will not have to be operational until the date of the Government's "Conditional Acceptance" as defined in Section E.3 below.

C. The Government's determination that the above stated areas are ready for "Beneficial Occupancy" shall be in writing and signed/dated by the Contracting Officer.

D. Beneficial Occupancy as stated above will not be the determinant time factor applicable to Liquidated Damages (see Section F.11). Liquidated damages will be calculated based on "substantial completion" of all work under the contract as required for Conditional Acceptance defined in Section E.3 below.

E.3 CONDITIONAL ACCEPTANCE

A. Conditional Acceptance shall take place within 195 calendar days after Notice to Proceed on site after all construction and installation work has been completed, and the installed equipment has passed all acceptance tests.

B. The Government's "Conditional Acceptance" shall be in writing and signed/dated by the Contracting Officer and Contractor. At that time a "punch-list" of any uncompleted items and discrepancies requiring correction/completion by the Contractor within a specified timeframe shall be provided to the Contractor by the Contracting Officer.

C. In order to avoid payment of Liquidated Damages in accordance with Section F.3, the Contractor must satisfy the requirements for Conditional Acceptance by the completion dates established in Section F.1.

E.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/VFFARA.HTM>

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<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

(End of Section E)

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SECTION F

DELIVERIES AND PERFORMANCE

F.1 DELIVERY OF DOCUMENTS

All reports, plans, and other deliverables identified in the Attachment J.5 "Schedule of Deliverables", shall be sent to the addressees indicated below:

- (a) Deliveries for the AR/CO at BBG Headquarters in Washington, D.C.:

Broadcasting Board of Governors (BBG)
International Broadcasting Bureau
ATTN: E/TT RC Rastogi
Cohen Building, Room 4455
330 Independence Ave, SW
Washington, D.C. 20237

- (b) On-site deliverables shall be submitted to the BBG Construction Manager (Field AR/CO) at the Kuwait Transmitting Station.

- (c) Submissions to the Contracting Officer in Washington, DC:

Broadcasting Board of Governors (BBG)
International Broadcasting Bureau
ATTN: Karen S. Harper
Office of Contracts, Room 4007
330 C Street, SW
Washington, DC 20237

F.2 IMPORTATION AND DELIVERY OF MATERIAL AND EQUIPMENT

By agreement between the US Government and the State of Kuwait, equipment, supplies, or materials certified by the US Government as being required for the establishment and operation of a US Radio Transmitting Station in the State of Kuwait may enter in Kuwait Duty free. All such equipment, supplies, or materials must be consigned to the Embassy of the United States.

To minimize delays, the Contractor shall adhere to the following procedures:

- (a) Address all shipments to:

US Ambassador
American Embassy
Kuwait
State of Kuwait

Note: Do not add any other identifying information to this address.

- (b) Contact the Embassy General Services Officer (GSO), by Fax as soon as possible in advance of arrival of a shipment. Include the following information in the FAX notification:

- Bill of Lading with Waybill shipping information.
- Contractor's Licensed Clearing Agent in Kuwait.

- (c) Once cleared, it is the Contractor's responsibility, through the Licensed Clearing Agent, to transport the shipment to the jobsite in a timely manner.

- (d) For the Contractor's information, following customs clearance, demurrage charges are applicable after 10 days for sea shipment, and 24 hour for airfreight.

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F.3 DELIVERABLES

- (a) Schedule of Deliverables required under this contract is provided as Attachment J.5. The Government's failure to include a deliverable item in Attachment J.5, "Schedule of Deliverables" that is specified elsewhere in this RFP shall in no way alleviate the Contractor's responsibility to deliver that item. The Contractor shall ensure that all deliverables are included in its Target Schedule.
- (b) The Government reserves the right to review and comment on all of the deliverable documents listed in Attachment J.5, "Schedule of Deliverables" regardless of whether or not Government approval is required. Unless otherwise specified in this contract, the Government will require ten (10) calendar days to review contract deliverables. The Contractor is responsible for allowing sufficient time for Government review(s) of submittals when the Government's approval of a submittal is required to proceed with a specific aspect of the work.

F.4 RETAINAGE

A retainage equal to ten (10%) percent of the invoices may be applied by the Government pending successful completion and final acceptance by the Government of the Contractor's work. Notwithstanding any prior retainage, the Government may retain any part of invoiced amounts in excess of ninety (90%) percent of the total contract value if there exists any significant technical, schedule or managerial deficiencies at the time such invoices are submitted as determined by the Government.

F.5 TIME EXTENSIONS

Notwithstanding any other provisions of this contract, it is mutually agreed that time extensions for changes in the work will depend upon the extent, if any, by which the changes caused delay in the completion of the various elements of construction. The Supplemental Agreement granting a time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable adjustment of liquidated damages under the new completion schedule.

F.6 GOVERNMENT REVIEW

Unless otherwise specified, the Government will require ten (10) calendar days to review contract deliverables.

F.7 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 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 \$750.00 for each calendar day of delay until the work is completed and 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)

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the AR/CO shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract. THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE AR/CO TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED ACTIONS.

(End of clause)

G.2 SUBMISSION OF INVOICES

The Contractor shall submit proper invoices, as defined in FAR Clause 52.232-27, Prompt Payment For Construction Contracts (SEP 2005), original and one (1) copy addressed to:

Broadcasting Board of Governors (BBG)
International Broadcasting Bureau
ATTN: E/TT RC Rastogi
Cohen Building, Room 4455
330 Independence Ave, SW
Washington, D.C. 20237
Email: rrastogi@bbg.gov
Telephone: 202-382-7313

G.3 CONTRACT ADMINISTRATION

The Contractor shall designate a company official the Government may contact during the period of contract for prompt contract administration:

Name: _____

Title: _____

Address: _____

Telephone No: _____

E-Mail: _____

Fax No.: _____

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G.4 NOTICE-TO-PROCEED (NTP) AND MOBILIZATION

(a) The Government's issuance of the Notice-To-Proceed (NTP) to the Contractor will be in writing. This written NTP will be contingent upon the Contracting Officer's receipt and approval of the following documentation:

(1) Section H.1 entitled "Performance and Payment Bonds;"

(2) Section H.2 entitled "Insurance;"

(b) If the Contractor fails to provide the documentation required by Sections H.1; and H.2; within fourteen (14) calendar days after the date of contract award, the Government may terminate the contract for default. The Contractor shall not be permitted to mobilize any equipment, material, or personnel at the Greenville Transmitting Station until the Contracting Officer issues the NTP.

(End of Section G)

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PERFORMANCE AND PAYMENT BONDS

The Contractor shall before proceeding with work, furnish to the Contracting Officer, and maintain in full force and effect during the entire period of performance of this contract, the following bonds no later than (NLT) fourteen (14) calendar days after contract award, such forms to be provided by the Government:

- (a) Performance Bond on Standard Form 25, (or Alternate Performance Guarantee) see Attachment J.10.
- (b) Payment Bond on Standard Form 25A, (or Alternate Payment Guarantee) see Attachment J.11.

The penal sum of the Performance Bond or Alternate Performance Guarantee shall equal fifty (50%) percent of the contract price at the time of award. The penal sum of the Payment Bond will be \$2.5 million.

H.2 INSURANCE

The Contractor shall, before proceeding with work, obtain and thereafter maintain in full force and effect during the entire period of performance of this contract, those types of insurance including the below liability insurance required by FAR Clause 52.228-5 which are required by the respective laws and regulations of the country in which performance under the contract takes place. Evidence of such insurance includes coverage amounts shall be submitted to the Contracting Officer NLT fourteen (14) calendar days after contract award.

- (a) General public liability insurance, covering all duties, services and work to be performed hereunder with limits of liability for bodily injury of not less than \$100,000 for each person and \$500,000 for each occurrence, and property damage liability limits of not less than \$20,000 for each accident.
- (b) Automobile liability insurance, for any vehicle used by the Contractor's employees in the performance of the contract, with limits of liability for bodily injury of not less than \$20,000 for each person and \$500,000 for each occurrence, and property damages limits of not less than \$20,000 for each accident.
- (c) Worker's compensation and employer's liability insurance, for the protection of employees. The amount of employer's liability coverage shall be at least \$100,000.

H.3 POST-AWARD KICK-OFF MEETING

- (a) The "Kick-off Meeting" shall be held no later than fourteen (14) calendar days after the Notice to Proceed, with the Contractor, the Contracting Officer, and the Authorized Representative of the Contracting Officer (AR/CO), to facilitate familiarization of the Contractor and Government representatives, and to permit the Contractor to brief the Government on its plans for project execution.
- (b) The Contractor shall provide the Government as soon as practicable a list of individuals (including the title and company that each represents) who will attend and a list of any specific items, if any, that the Contractor wishes to discuss at this meeting. At a minimum, the Contractor's key construction management personnel, including the Project

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Manager and Site Manager, shall attend this meeting. At the Contractor's option, additional personnel, including subcontractor personnel, may also attend.

H.4 PROJECT MANAGEMENT

The Project Management System specified herein shall be used by the Contractor to generate monthly management reports, which shall provide the following:

- (a) Measurement of actual schedule performance versus target schedules;
- (b) Basis for assessing requests for progress payments;
- (c) Early warning system for forecasting potential scheduling problem areas;
- (d) Additional management information that can be used by the Government to monitor and control the overall implementation of the contract work.

H.4.1 PROJECT STATUS, PROGRESS REPORTING AND INSPECTIONS

The Government will closely monitor the Contractor's efforts through regular, periodic reports and inspections at critical points in the approved Target Schedule.

H.4.1.1 TARGET SCHEDULE

- (a) The Contractor shall submit its Target Schedule using the Critical Path Method (CPM) for review and approval by the BBG no later than fourteen (14) calendar days after Notice to Proceed. The critical path through the network shall be identified. The activities in the network shall be depicted in sufficient detail to permit positive integrated cost/schedule performance measurement. The duration for each network activity shall be shown in calendar days. Government review requirements shall be depicted in the network with duration times of ten (10) calendar days. The Target Schedule shall also include the planned timing of all submittals required under Section F.9, "Deliverables" and Attachment J.5, "Schedule of Deliverables."
- (b) The following information shall be included for each schedule activity:
 - 1. Activity number and description;
 - 2. Early and late calendar start dates;
 - 3. Early and late calendar finish dates;
 - 4. Duration for execution of each activity in calendar days, considering the scope of the work involved in the activity and the resources planned for the accomplishment of the activity, plus any time required for environmental factors;
 - 5. Cost per activity, which, when accumulated with the cost of all other activities in the remainder of the network, shall equal the total contract price; and
 - 6. Relationship to other scheduled activities.
- (c) Following receipt of the Government's comments on the initial Target Schedule, the Contractor shall submit its revised target within ten (10) calendar days. Once approved, the revised target schedule becomes the Current Working Schedule.

H.4.1.2 PROGRESS REPORTING

- (a) Update Report: Each month the Contractor shall prepare and submit the Update Report to indicate the status of all activities and milestones that were completed, in progress, or

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initiated during the current update period, or which are scheduled to start or occur during the next sixty (60) calendar days.

- (b) Approximately five (5) calendar days prior to the last calendar day of each month, the Contractor shall meet with representatives of the Government to review the status of its progress during that month. This then becomes the current update period. The Update Report submitted with the Contractor's previous Monthly Progress Report should be jointly annotated by the Contractor and a Government representative to indicate the following information:
1. The start and completion dates for each network schedule activity that was started and completed, or projected to be completed that month.
 2. The start-date for each scheduled activity and the remaining duration in calendar days or the percent complete for each activity started, but not completed, that month.
 3. The remaining duration or estimated time required in calendar days, or the percent complete for each activity in the network on which resources were expended, but which will not be finished, before the end of that month. (These estimates shall be based on physical quantity of work in place or the remaining duration versus target duration or other basis approved by the AR/CO. They will also be the basis for all subsequent billings.)
 4. The Monthly Progress Report will be used as the basis for all billings.
 5. The final Update Report shall be titled "COMPLETION REPORT." The COMPLETION REPORT shall summarize all activities completed during the entire job, and contain "As Built" drawings.
- (c) Prior to the implementation of field activities, the Update Report shall be reviewed by the AR/CO and discussed via telephone with a representative of the Contractor. Once field activities have begun, the status of the field work shall be reviewed by the Contractor's senior field representative and the Agency's Construction Manager (Field AR/CO).

H.4.1.3 MONTHLY REPORTS

The Contractor shall provide the AR/CO with a monthly Progress Report by the 28th calendar day of each month during the contract term. Each report shall be typewritten and at a minimum, the title page shall include: (i) the report title, e.g., Monthly Status Report; (ii) project title; (iii) contract number; and (iv) dates of the reporting period. Attachments are to be prepared on standard letter size paper or standard D size engineering drawing paper and shall be fully identified and referenced in the text of the report. Information in each report shall include the following:

1. Project Activities -- This section shall include a narrative discussion of the work performed during the reporting period, including the overall status of major or critical activities and/or milestones as of the end of the update period.
2. Problem Areas and Solutions -- This section shall address all problem areas identified in the Monthly Status Reports regarding any aspect of the project. Problems related to the goals of the project, schedule slippages, cost overruns, and/or any other actual or potentially adverse situations should be fully explained and clearly identified. Specifically, the Contractor shall address in detail:

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- a. Activities that are behind schedule, their effect on completion of the project, and steps being taken to remedy the situation.
- b. Other information that defines cause and effect of significant changes in the Contract, i.e., Target Schedule.
- c. Recommended solutions to overcome the problems identified.
3. Planned Activities - All of the major activities planned for the upcoming month shall be fully described in this section.
4. Financial Status - This section of the report shall summarize the financial status of the project. It shall indicate the original contract amount, the cost of any approved modifications, the estimated cost of any anticipated modifications and/or outstanding and anticipated claims, and the amount of all billings presented and payments made to date. Anticipated modifications and claims shall be described.
5. Update Report - Prepared in accordance with Section H.4.1.2 above.
6. Submittal Register - Prepared in accordance with Section H.4.3 below.
7. Meeting/Conference Activities - A summary of all meeting and/or formal conferences between the Contractor and the Government, including the following information:
 - a. Date and place;
 - b. List of all participants;
 - c. Subjects discussed; and
 - d. Contractor's understanding of all decisions, conclusions and directions arrived at during the meeting/conference.

H.4.2 PROGRESS PAYMENTS

- (a) The basis for determining progress payments shall be the activities completed as shown in the Current Working Schedule and the dollar values assigned to each activity in the Contractor's approved, cost loaded Interim or Target Schedules. Each month's invoice shall be based on the most recent update of the Interim or Target Schedule.
- (b) The amount of payment authorized each month shall be based upon the activities completed during that month as designated in the jointly annotated Update Report and verified by the AR/CO. The resulting dollar value authorized for payment for each Payment Request will be the result of totaling the values of the completed activities.
- (c) Proposed changes in the approved Interim or Target Schedules to subdivide and/or change activities in any fashion solely for the purposes of payment will not be approved.
- (d) Payment requests may include material delivered both to the site and to other locations, e.g., the Contractor's manufacturing facilities, etc., provided the requirements of FAR Clause 52.232-5 entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002) in accordance with FAR Clause 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005) are satisfied.
- (e) Except for the premiums paid for Performance and Payment Bonds, no payments will be made prior to the approval of the Contractor's Interim Schedule and subsequently the Contractor's Target Schedule.

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- (f) The Contractor's payment requests shall include a Current Working Schedule. All other aspects of payments and/or billings are covered by Section G.2 (Submission of Invoices) and the Prompt Payment clause of the contract.

H.4.3 SUBMITTALS AND SUBMITTAL REGISTER

- (a) The Contractor shall submit all "Deliverables" to the AR/CO as specified herein. Where Government action is required or requested, the AR/CO will review each submittal, mark to indicate the Government's action, and return documents to the Contractor within ten (10) calendar days of receipt. Deliverables requiring action will be returned to the Contractor with one of the following designations:

"No Exceptions Taken" - Work may proceed, provided it complies with contract documents.

"Exceptions as Noted" - Work may proceed, provided it complies with notations and corrections on submittal and with contract documents.

"Revise and Resubmit" - Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay.

- (b) Resubmittals will not be acceptable as a cause for delay.
- (c) The Contractor shall maintain a Submittal Register recording all submittals made to the Government.
- (d) As a minimum, the Submittal Register shall include a description of each item, the Specification reference paragraph number, date of submittal, date of approval, and any action required for each submittal.
- (e) If submittals consist of multiple drawings and/or documents, entries shall be provided for each item.
- (f) The register shall be updated and submitted with, or as part of, the Monthly Status Report.
- (g) "Safety Submittals" must be received and accepted prior to any payments being made.

H.4.4 MEETINGS BETWEEN THE CONTRACTOR AND THE GOVERNMENT

- (a) The Contractor shall conduct management-level meetings with Government representatives as specified below. The meetings will be held at the IBB's offices in Washington, D.C. The Contractor shall allow one full business day for each meeting and shall have, at a minimum, its key management personnel, including subcontractors, present. The Contractor shall use visual aids and/or handouts, as necessary, to augment its oral presentation, and shall be prepared to answer questions.
- (b) "Kick-off Meeting" shall be held NLT fourteen (14) days after contract award, to facilitate familiarization of the Contractor and Government representatives, and to permit the Contractor to brief the Government on its plans for project execution.
- (c) During the Project Design Phase, a design review meeting shall be held after submission of the 50% and 100% designs to discuss the Government's design review comments and to resolve any problems, issues, or discrepancies. The Design Review meetings shall

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normally take place at the IBB's offices in Washington, D.C. unless an "on-board" review at the Contractor's design office is requested by the AR/CO.

- (d) Meeting/Conference Reports -- The Contractor shall submit a meeting/conference report after each meeting or formal conference between Contractor and subcontractor personnel, Government personnel, or personnel from other contractors and Government agencies. This report shall be submitted within 5 (five) calendar days after completion of the meeting or conference. Each report shall include the following:
1. Date and place of conference;
 2. Names and affiliations of all participants;
 3. Subjects discussed; and
 4. The Contractor's understanding of all decisions, conclusions, and directions, which were arrived at during the meeting.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Purpose: The primary purpose of this clause is to aid in ensuring that the Contractor:
- (1) Is not biased because of its past, present or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract.
 - (2) Does not obtain any unfair competitive advantage over other parties by virtue of its performance on this contract.
- (b) Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity.
- (1) Technical Support Services
 - (i) The Contractor shall be ineligible to participate in any capacity in Broadcasting Board of Governor (BBG) contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical support services work under this contract on any of its products or services or products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for technical support services.
 - (ii) If the Contractor under this contract prepares a complete or essentially complete Statement of Work (SOW) or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort, which is based on such SOW or specifications. The Contractor shall not incorporate its products or services in such SOW or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

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(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government.

(2) Access to and Use of Information

(i) If the Contractor, in performance of this contract, obtains access to information, such as plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not:

- (a) Use such information for any private purpose unless the information has been released or otherwise made available to the public;
- (b) Compete for work for the Agency based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
- (c) Submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public; and
- (d) Release such information unless such information has previously been released or otherwise made available to the public by the Agency.

(ii) In addition, the Contractor agrees that to the extent it received or is given access to proprietary data, data protected by the Privacy Act of 1974 (P.L. 93-579), or other confidential or privileged technical business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces after the requirements of this contract.

(c) Disclosure after Award:

(1) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to the Contracting Officer, which shall include a description of the action, which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Agency may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.

(2) In the event that the Contractor was aware of an organization conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, the Agency may terminate the contract for default.

(d) Subcontracts:

(1) The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance of work of the type specified in (b) (1) above or access to information of the type covered in (b) (2) above. The terms "Contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) If a subcontract is to be issued for evaluation services or activities, or technical support services, the Contractor shall obtain for the Agency a disclosure

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statement or representation from each intended subcontractor or consultant. The Contractor shall not enter into any subcontract or engage any consultant unless the Contracting Officer shall have first notified the Contractor that there is little or no likelihood that an organization conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.

- (e) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.
- (f) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.
- (g) Modifications. Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Agency will request interest disclosure or representation or an update of the previously submitted disclosure or representation.

H.6 ON SITE PERSONNEL AND SUPERVISION

- (a) At all times when any work is being performed on site, the Contractor shall have a Supervisor present and in charge of the work who has the capability of communicating in the English language, as well as the language of those performing the work. At any time the supervisor temporarily leaves the area of the work he shall designate an Acting Supervisor, who shall also be capable of communicating in the English language, as well as the language of those performing the work. The objective of this requirement is to have a designated English language speaking person in charge of the work force present at all times.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.7 KEY PERSONNEL AND ORGANIZATION CHART

- (a) Key Personnel: The below listed personnel are considered "essential" to the completion of the SOW tasks being performed hereunder and the Contractor is required to submit resumes/statements of qualifications for such positions:

Project Manager
Quality Control-Safety Officer*

* At the Contractor's option, the responsibilities for Quality Control and Safety compliance may be assigned to other key personnel.

- (b) Prior to their removal, replacement/substitution, or diversion any of the individuals whose resumes/statements of qualifications were submitted to perform the requirements specified for this contract, the Contractor shall notify the Contracting Officer in writing at least fifteen (15) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. No

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diversion shall be made by the Contractor without the written approval of the Contracting Officer.

- (c) Organization Chart: Prior to mobilization, the Contractor shall submit an organization chart with all management and supervisory positions above the foreman level. This chart shall identify all individuals including subcontractors and denote their applicable position/title(s). The Contractor shall resubmit a revised Organization Chart each time a change occurs to a management or supervisory position.
- (d) All work under this contract shall be performed in a skillful and professional workman like manner. The AR/CO or BBG Construction Manager may require, in writing, that the Contractor remove from the BBG work site any employee or subcontractor who they deem as incompetent, careless, or otherwise objectionable.
- (e) The continued participation of any person in connection with this project, or any subcontract thereunder, whose conduct is determined to be prejudicial to the interest of the U.S. Government, shall be terminated, and that individual shall be immediately removed from the jobsite upon request of the Contracting Officer. Compliance with the provisions of this paragraph by subcontractors shall be the responsibility of the Contractor.

H.8 ENGLISH SPEAKING REPRESENTATIVE

- (a) At all times when any performance of the work at the project site is being conducted by any employee of the Contractor or its subcontractors, the Contractor shall have a representative present who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding.
- (b) The Authorized Representative of the Contracting Officer (AR/CO), the Field AR/CO or the BBG Construction Manager shall have the right to determine whether the proposed representative has sufficient technical and linguistic capabilities. If not, the Contractor shall immediately replace any individual who is not acceptable to the Agency.

H.9 LANGUAGE

All correspondence, drawings, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in this contract.

H.10 METRIC SYSTEM EQUIVALENT

- (a) With the exception explained in paragraph B below, the Contractor shall perform all design and installation, and prepare all technical information, calculations, drawings and other documentation for review and submittal using the International System of Units (Metric System). In case of a discrepancy between Metric system measurements and English system equivalents shown in the contract specifications, the Metric system will govern. If measurements are shown in English system only (feet, pound, gallons), the nearest commercially available metric equivalent shall be required.
- (b) Occasionally, product names may contain nominal dimensions. Such commercial designations are generally not true measurements and therefore should not be translated arbitrarily to metric. For example, the "two by four", a nominal description of common lumber, is not actually 2" x 4" in cross section.

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H.11 SITE CONDITIONS

The Contractor is responsible for determination and evaluation of all site conditions. The Contractor is expected to: inspect the jobsite and adjacent off site areas thoroughly; to review and analyze the site specific information provided by the Government; and to collect any supplemental site specific or other information required to design, procure and construct the new building and related facilities expeditiously. The Contractor's on-site investigations shall address potential sources, if any, of sand, aggregate and water for concrete and of topsoil and fill dirt suitable for use in earth fills, or any other pertinent source of information.

H.12 PRE-CONSTRUCTION CONFERENCE

- (a) Prior to the start of any construction activity in Kuwait, a Pre-Construction meeting shall be held on-site. The Contractor's key construction management personnel, including Project Manager, Site/Engineering Manager, Quality Control Representative/Safety Officer shall meet with the Contracting Officer, and the AR/CO. At the Contractor's option, additional personnel, including subcontractor personnel, may attend. At least fourteen (14) days before the meeting, the Contractor shall provide a list of proposed attendees (with titles and companies represented), plus a list of any specific items the Contractor wishes to discuss at this meeting.
- (b) The following items shall be discussed at this conference:
 - (1) Scheduling of Work: Attendees will discuss and develop a mutual understanding of the scheduling of work (e.g., Price-Loaded Project Schedule) to be performed under this contract, access to the site, and security requirements.
 - (2) Safety Quality Assurance: During the Pre-Construction Conference, the Contracting Officer and AR/CO will review the Contractor's safety and health procedures and discuss the implementation of measures to be taken by the Contractor to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.
 - (3) Contract deliverables identified in Attachment J.5, "Schedule of Deliverables."
 - (4) Any other topics deemed appropriate by either the Government or the Contractor (e.g., utility usage). A written agenda will be mutually developed by the AR/CO and the Contractor prior to the Pre-Construction Conference, and written minutes will be prepared and distributed by the Contractor.

H.13 RESPONSIBILITY FOR ON-SITE PHYSICAL SECURITY

- (a) "Physical Security" is defined as that type of security concerned with the physical measures designed to safeguard personnel, to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, theft, etc.
- (b) Comprehensive Security Plan: To ensure that physical security in the Contractor's on-site and off site mobilization and work areas is systematically addressed, implemented and controlled, the Contractor shall prepare a comprehensive Security Plan for use at the site and shall submit it to the Authorized Representative of Contracting Officer (AR/CO) and the IBB Construction Manager before any shipments of Contractor-furnished goods arrive at the site.
- (c) Until Final Acceptance by the Contracting Officer, the Contractor shall be responsible for the physical security of all material, supplies, and equipment in the Contractor's possession or located in the Contractor's on-site and off-site mobilization and work areas. The Contractor shall control the movement and activities of its employees and subcontractors to protect and preserve the physical security of BBG property. At a

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minimum, the Contractor shall provide 24-hour guard service and gate access control, as well as provide an emergency after-hours telephone number.

- (d) The Contractor shall provide the AR/CO or IBB Construction Manager with the names of all personnel, including subcontractors working on the site who are directly involved with any phase of this project. The Contractor is responsible for keeping the on-site personnel listing current and up-to-date.
- (e) The Contracting Officer shall have the right at all times to issue instructions pertaining to the Contractor's jurisdiction and general conduct of guards and watchmen, including the extent if any, to which the Contracting Officer will desire the Contractor to initiate and maintain liaison with local law enforcement agencies, and shall have the right to examine all physical security documents, equipment, and facilities utilized by the Contractor.

H.14 CONTRACTOR'S MOBILIZATION AREA

- (a) The Contractor will be permitted to utilize the area(s) within the IBB site limits identified by the AR/CO or BBG Construction Manager for operation of its construction equipment and shops, temporary storage/warehouses, and offices. The Contractor will not be authorized to have living accommodations for his work force on the site.
- (b) The Contractor shall submit an Area Use Plan defining all proposed temporary structures and facilities, including: toilet facilities; material and equipment storage facilities/locations; workshops; and concrete batch plant. The Contractor shall be responsible for the arrangement of its construction plant and facilities on-site; however, the arrangement used shall be one that minimizes environmental impacts. All of the Contractor's structures and other facilities within its mobilization and work areas shall be substantially constructed, safe to use, and suitable for local environmental conditions.
- (c) Upon completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable local and federal laws and regulations. The site shall be cleared of all construction debris, other materials and equipment belonging to the Contractor and its subcontractors, and restored back to its final grade.

H.15 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

- (a) The Contractor shall be responsible for advising the AR/CO or IBB Construction Manager with the names of personnel, type and amounts of equipment, dates and length of time required at the site, and purpose of entering the host country.
- (b) The following items and any other applicable host country rules and customs are the sole responsibility of the Contractor to investigate, estimate as to cost(s), and assume the risk, as normally encountered by Contractors on fixed-price contracts. The Contractor shall be responsible for determining the effect of the following and any other applicable host country rules and customs on their own costs for the performance of this contract and for their inclusion in the amount of the contract price:
 - 1. Official language and type of accounts that are required to satisfy the Officials of the Local Foreign Government.
 - 2. Entry and exit visas, residence permits, and residence laws applicable to aliens.
 - 3. Passports, health and immunization certificates, and quarantine clearances, if any.

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4. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employees and paying into insurance funds.
5. Collection through withholding and payment of any income tax on employees subject to that tax.
6. Arrangements to perform work in the host country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
7. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, seventh (7th) day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
8. Potential Liability of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
9. Compliance with workmen's compensation laws and contributions into funds. Provision of necessary medical service for the Contractor's employees.
10. Special licenses required by the local Government, if any, for setting up and operating any manufacturing plant in the host country e.g., concrete batching, pre-cast concrete, concrete blocks, etc.
11. Sales within the host country of Contractor-owned materials, and equipment.
12. Special licenses for physicians, mechanics, tradesmen, and drivers
13. Identification and/or registration with local police of imported personnel.
14. Stamp tax on documents, payments and payrolls, etc.
15. Compliance with all customs and import rules, regulations and restrictions, including but not limited to, local purchase requirements.

H.16 CUSTOM DUTIES

- (a) All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from duties, under the terms of the Agreement between the Government of the United States and the host government (State of Kuwait). The Contractor shall warrant his price for this contract is exclusive of any such charges.
- (b) The Contractor shall be required to comply with the Procedures for Importation of materials and equipment as specified Section F.6 above. If after award of this contract, and except for the provisions contained herein, the Contractor is required by the Host Government to pay any such duties, (paid directly to the Host Country) on materials, equipment, and supplies for use and/or incorporation into this project, he shall notify the Contracting Officer in writing. Such written notification to the BBG Contracting Officer shall be accomplished prior to paying any duties. Upon satisfactory proof of the payment of such duties, the Contractor will be reimbursed for the amount of such payment thereof.

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- (c) Contractor-owned or controlled material, equipment and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and the Host Country taxes. No reimbursement will be made under this clause for such transactions.
- (d) The Contractor shall maintain an inventory control and accounting system adequate to reflect the usage and disposition of all Contractor-owned property, which has entered Kuwait duty-free under this contract.
- (e) If the Contractor is required to pay any duties due to his failure to comply with the procedures required by Section **H.7** above, the Government will not reimburse the Contractor for the amount of duty paid.

H.17 OTHER CONTRACTS

The Government may undertake with its own forces, or award other contracts for, additional work at or near the project site, including inside the new SW building. The Contractor shall cooperate with the other contractors and with Government employees, and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

H.18 CERTIFICATES OF COMPLIANCE

Any certificates required demonstrating proof of compliance of materials with specification requirements should be executed in five (5) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

H.19 ELECTRICAL POWER, FUELS AND LUBRICANTS

- (a) The Government has not ascertained the availability of commercial power to serve the Kuwait site for construction purposes. The Contractor shall be responsible for either obtaining commercial power or generating and distributing all on-site electric power required for its use during construction.
- (b) The Contractor shall also be responsible for supplying all petroleum fuels, oils and lubricants required for power generation, motor vehicles and other on-site uses.

H.20 WATER

- (a) The Contractor shall supply potable water to all of its work force. Bottled water, treated well water, or another suitable water source may be utilized.
- (b) The Contractor shall be responsible for obtaining water needed for construction purposes, including, but not limited to, the mixing of concrete.

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H.21 TELEPHONE SERVICE

The Contractor shall be responsible for obtaining public telephone service for its use during the mobilization, construction, and demobilization phases. The Contractor shall be responsible for all telephone service charges.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include -

- (i) Acts of God or of the public enemy, (ii) Acts of the Government in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the Government, (iv) Fires, (v) Floods, (vi) Epidemics, (vii) Quarantine restrictions, (viii) Strikes, (ix) Freight embargoes, (x) Unusually severe weather, or (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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

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available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>.

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/VFFARA.HTM>

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	SEP 2006
52.215-2	AUDITS AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND AND TRANSLATION OF CONTRACT	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007

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<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-11	EXTRAS	APR 1984
52.232-16	PROGRESS PAYMENTS	APR 2003
52.232-17	INTEREST	JUN 1996
52-232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	SEP 2005
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER- -CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
	-ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR	APR 1984
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIALS AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52-236-10	PERATIONS AND STORAGE AREAS	APR 1984
52-236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
	ALTERNATE I	NOV 1991
52.236-17	LAYOUT OF THE WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.237-1	SITE VISIT	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUN 2007
52.245-2	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY	APR 1984
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
	ALTERNATE I	SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
	ALTERNATE II	APR 1984

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<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(End of Clause)

(End of Section I)

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PART III -LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

1. ATTACHMENT J.1 - KUWAIT STATION GENERAL SITE PLAN
2. ATTACHMENT J.1.1 - TRANSMITTER EQUIPMENT LAYOUT
3. ATTACHMENT J.1.2 - EQUIPMENT PAD LAYOUT
4. ATTACHMENT J.2 - SW SITE AS-BUILT DRAWINGS (CD)
5. ATTACHMENT J.3 - CONCEPTUAL BUILDING PLAN – 2 BAYS
6. ATTACHMENT J.4 - CONCEPTUAL BUILDING PLAN – 4 BAYS
7. ATTACHMENT J.5 - SCHEDULE OF DELIVERABLES
8. ATTACHMENT J.6 - SAFETY & HEALTH
9. ATTACHMENT J.7 - ELECTRICAL ONE-LINE DIAGRAM
10. ATTACHMENT J.8 - CONTENTS OF TYPICAL QC PLAN
11. ATTACHMENT J.9 - IBB CAD STANDARDS
12. ATTACHMENT J.10 - SF 25 – PERFORMANCE BOND FORM
13. ATTACHMENT J.11 - SF 25A – PAYMENT BOND FORM
14. ATTACHMENT J.12 - COST PROPSAL BREAKDOWN SHEET
15. ATTACHMENT J.13 - (a) ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM (U.S. BANKS ONLY)
(b) FOREIGN VENDOR PAYMENT FORM
16. ATTACHMENT J.14 - DISCLOSURE OF LOBBYING ACTIVITIES (SF LLL)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above of this provision.

(ii)

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

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(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

(End of Provision)

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of provision)

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 2008)**

(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; 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

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(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. §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. §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. §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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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)

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K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210 Industrial Building Construction.

(2) The small business size standard is \$31.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

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___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions

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on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;

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- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.7 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

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(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

- (v) The facility is not located in the United States or its outlying areas.
(End of Provision)
(End of Section K)

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 LANGUAGE AND CURRENCY

All offers shall be submitted in the English language and in United States dollars.

L.2. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price (FFP) contract resulting from this solicitation.

(End of Provision)

L.3 PREPROPOSAL SITE VISIT

- (a) Firms are invited to attend a joint Pre-proposal Conference and Site Visit to be held in Kuwait at the IBB site located north of al-Jhra and east of the Abdaly Highway. Those firms wishing to attend are requested to contact Mr. RC Rastogi, E/TT, by telephone (202-382-7313) or Email (rrastogi@BBG.Gov) not later than ten (10) days after the solicitation is released. All Offerors receiving the RFP will be notified at least ten (10) days in advance of the time and date scheduled for the joint Pre-proposal Conference and Site Visit. The on-site point of contact within Kuwait is IBB Station Manager Mr. Gaines Johnson, telephone no. 965-456-456-2751.
- (b) Offerors are not contractually restricted from visiting the site on their own at times other than that provided in Section L.3 (a) above. However, to minimize the risk of site access difficulties, Offerors are advised to coordinate all site visits at least one week in advance through the points of contact provided in Section L.3 above.
- (c) All site visits are entirely at the Offeror's own expense. In no event shall failure to inspect the site constitute grounds for any claims after contract award.

L.4 PREPARATION OF PROPOSAL SUBMISSIONS

Proposals shall be prepared and submitted in two parts: "Technical Proposal" (Original and 4 copies) and "Price Proposal" (Original and 1 copy). Each part shall be separate and complete in itself so evaluation of one may be accomplished independently of the other. The information provided should be precise, factual, and responsive.

L.4.1 TECHNICAL PROPOSAL (Original and 4 copies)

- (a) In order to insure that the technical evaluation will be performed strictly on the technical merit of the material submitted, NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. In preparing their Technical Proposal, Offerors are cautioned not to merely provide paraphrased or verbatim restatements of the RFP Section C (Statement of Work) requirements. Such responses may make the Offeror's Technical Proposal unacceptable.

L.4.2 SPECIFIC INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS

To aid in the Government's evaluation of the Technical Proposals, it is desired that they follow the same general format as the Technical Evaluation Criteria stated in Section M of this RFP. All Technical Proposal information and calculations shall be in the Metric

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system of units, accompanied by the equivalent in the U.S. system (inches, pounds, etc.). Drawings shall be standard "D" size (0.56 m x 0.86 m, or 22 inches x 34 inches) and shall be neat, clear, and legible. Proposals shall consist of a single volume and, as a minimum, contain the below specified information organized as follows:

1. Table of Contents
2. Executive Summary
3. Technical Compliance
4. Experience and Past Performance
5. Management Approach
6. Proposal Schedule
7. Attachments

L.4.2.1 TABLE OF CONTENTS

The Table of Contents shall provide a detailed listing of the complete organization of the contents of the Offeror's Technical Proposal. Page numbers of all sections and subsections shall be provided in order to facilitate the rapid location of information within the proposal.

L.4.2.2 EXECUTIVE SUMMARY

The Executive Summary shall clearly summarize the Offeror's understanding of the scope of work, and highlight the Offeror's proposed approach and methodology for performing the complete design, fabrication, construction, and testing for the Kuwait SW Building Addition Construction Contract. In addition, the Executive Summary shall contain any information and/or key data that the Offeror deems appropriate to point out to the Government, any uniqueness of the Offeror's proposal or capabilities, or other information that would be of benefit to the Government in determining the Offeror's technical responsiveness to the Government's requirements.

L.4.2.3 TECHNICAL COMPLIANCE (EVALUATION CRITERIA M.4.1)

L.4.2.3.1 Narrative Descriptions

Offerors shall provide a specific and clear narrative description that demonstrates the extent to which and how the proposed "Kuwait MW Facilities Construction" meets or exceeds the Government's performance requirements of the RFP for each of the following four (4) elements. To ease the Government's review and evaluation, the narrative descriptions should follow the general sequence of Section C (Statement of Work) of the RFP:

1. Pre-Engineered Building, Structural Systems, and Building Materials
2. Mechanical and Electrical Systems
3. Site work and Utilities
4. Interfaces with GF/GI Equipment

Important Note: The narrative descriptions shall include a complete listing of the proposed major equipment items and the key technical characteristics of these items.

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L.4.2.3.2 Offeror's Compliance Matrix

The Offeror's proposal shall additionally contain a compliance matrix to provide a cross reference listing showing the location(s) where their proposal complies with the SOW requirements and/or any proposed deviation thereof.

L.4.2.4 EXPERIENCE AND PAST PERFORMANCE (EVALUTATION CRITERIA M.4.2)

Offerors shall provide a detailed description of their experience and past performance with two separate listings of up to ten (10) previous or ongoing projects on each listing, as follows:

- (a) Previous experience within the last 5 years as the prime contractor on similar large (greater than the range of \$750,000 to \$1,000,000) industrial or commercial projects performed outside the U.S
- (b) Previous projects on which the offeror has worked with other members of the proposed project team within the past 5 years. If the Offeror has not worked with other members of the proposed team in the past 5 years, this fact shall be specifically stated in the offeror's proposal in place of this listing.

Important Note: In completing the above listings, for each project Offerors shall list the performing contractor's name, project title, project city/country location, customer's name, total contract amount, summary of scope of work performed, the name/title/current address and telephone number of a customer point of contact, and a statement concerning whether or not the project was completed on time.

L.4.2.5 MANAGEMENT APPROACH (EVALUTATION CRITERIA M.4.3)

Offerors shall provide a description of their proposed Project Team, details of the project management organization and personnel, and a description of their plan for ensuring quality control from the start of the design process through completion of construction. The descriptions shall include the following information:

1. An organization chart that shows both the structure of the proposed Project Team (key personnel and their assigned positions) - including all design consultants, subcontractors, and major suppliers - and the Project Team's position within the overall corporate structure.
2. A brief description of the roles and responsibilities of the contractor, design consultants, subcontractors and suppliers, specifically identifying the equipment and/or services that each will provide.
3. Key Personnel - Offerors shall provide a description of the specific responsibilities and authorities of personnel, and the resumes of proposed key personnel (See Section H.7), highlighting their qualifications and experience, as well as an assurance of availability for this project.
4. Quality Control - Offerors shall provide a brief description of their plan and organization for project quality control, from the start of design through completion of construction.

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L.4.2.6 PROPOSAL SCHEDULE (EVALUTATION CRITERIA M.4.4)

Offerors shall submit a preliminary schedule showing the general approach to performing the specified work. The schedule shall be submitted in tabular and graphical format. The following information shall be shown for each activity:

1. Activity number and meaningful activity description;
2. Early and late start and finish dates, and best estimate of expected durations, in calendar days;
3. Responsibility for executing the activity (e.g. Contractor, Government, etc.).
4. Proposal schedule shall demonstrate that the Contractor fully understands the scope of work, and shall contain all major milestones related to design, mobilization, local permits, building fabrication, construction, and acceptance.

L.4.2.7 ATTACHMENTS

A list shall be included to name each attachment of supporting documentation included under this section of the proposal. Attachments could include tables, drawings, one-line or block diagrams, catalog-cuts, manufacturer's data-sheets, initial spare parts lists, and any other descriptive information or data.

L.4.3 PRICE PROPOSAL (EVALUATION CRITERIA M.5)

- (a) The Price Proposal shall consist of a completed, signed and dated Standard Form 33, "Solicitation, Offer and Award."
- (b) A detailed cost breakdown to support the prices shown in a completed Section B (Supplies or Services and Prices/Costs) of the RFP. The completed Cost/Price Proposal shall be prepared in accordance with FAR Part 15.408 Table 15-2 Instructions for Submitting Costs/Price Proposals When Cost or Pricing Data Are Required. [Original and 1 copy]
- (c) A completed Section K (Representations, Certifications and Other Statements of Offerors) of the RFP. [Original]
- (d) A Completed Electronics Payment Forms (ACH Vendor/Miscellaneous Payment Enrollment Form) or Foreign Vendor Payment Form [Original]
- (e) A completed and signed "Disclosure of Lobbying Activities Form" (Standard Form LLL). [Original]

L.5 ADMINISTRATION OF EXPLANATION TO PROSPECTIVE OFFERORS

Questions concerning this solicitation shall be submitted in writing and must be received by the Contracting Officer. Written questions will not be accepted after 3:00 p.m. local time of the 10th calendar day before the deadline for the Contracting Officer's receipt of offers, (i.e., if the deadline for receipt of offers is 2:00 p.m. March ----, then the deadline for receiving written questions is 2:00 p.m., March ----). If the question deadline falls on a weekend or holiday, the deadline shall be the same time on the next normal work day. Offerors are cautioned not to direct questions concerning this solicitation to anyone but the Contracting Officer. Offerors may only submit written questions to the attention of Karen S. Harper via fax to (202) 260-0855 or via email: kharper@bbg.gov.

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L.6 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 The Broadcasting Board of Governors, Office of Contracts, M/CON, 330 C Street, SW, Room 4007, Washington, D.C. 20237, Attention: Mr. Herman Shaw.
- (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)

L.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these addresses:

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/VFFARA.HTM>

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION	JAN 2004

(End of Provision)

(End of Section L)

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

Offerors are hereby advised that the Government will evaluate the Technical and Price Proposals concurrently but separately. All evaluation factors other than cost or price, including technical merit, past performance and other factors and sub-factors, when combined, are approximately equal to cost or price.

Award will be made to the Offeror whose proposal is determined to be most advantageous to the Government based on price, technical merit, and other evaluation factors and sub-factors stated in this solicitation.

NOTE: The Government reserves the right to reject any or all responses received and/or request clarification or modification of responses. The Government intends to evaluate proposals and may award a contract without discussion with Offerors, except for clarifications as defined in FAR Subpart 15.306(a). Therefore, an Offeror's initial proposal should convey its best position in terms of price and technical qualifications. The Contracting Officer reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Failure of an Offeror to fully comply with any of the above-stated requirements may result in rejection of its proposal.

The Offeror in its offer shall demonstrate an understanding of the Scope of Work and provide its approach to meeting Agency requirements. Responses shall not be a restatement of the requirement but should articulate the Offeror's design approach including specific approaches in accomplishing and providing the deliverables. Note that Statements such as "requirement understood" or "specification accepted" will be considered insufficient or non-responsive.

M.2 PROPOSAL EVALUATION

For overall proposal evaluation purposes, price is weighted approximately equally as important as technical.

M.4 TECHNICAL EVALUATION CRITERIA

Technical evaluation considerations consist of four criteria: (1) Technical Compliance (M.4.1); (2) Experience and Past Performance (M.4.2); (3) Management Approach (M.4.3); and (4) Proposal Schedule (M.4.4). Of these four criteria, M.4.1 is the most important; M.4.2 and M.4.3 are of equal importance; and M.4.4 is of the least importance.

M.4.1 TECHNICAL COMPLIANCE

Evaluation of the technical compliance of the Offeror's technical proposal for the "Kuwait SW Building Addition" will be based on compliance with specific requirements and parameters of four sub-criteria discussed below and listed in descending level of importance as follows: M.4.1.1 (highest importance); M.4.1.2; M.4.1.3; and M.4.1.4 (least importance).

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- M.4.1.1: "Pre-engineered Building, Structural Systems, and Building Materials": Offeror's ability to demonstrate that it can meet the parameters listed throughout Section C and J of the RFP in regards to the pre-engineered building, structural systems, and building materials.
- M.4.1.2: "Mechanical and Electrical Systems": Offeror's ability to demonstrate that it can meet the parameters listed throughout Section C and J of the RFP in regards to the mechanical and electrical systems.
- M.4.1.3: "Site Work and Utilities": Offeror's ability to demonstrate that it can meet the parameters listed throughout Section C and J of the RFP in regards to the site work and utilities.
- M.4.1.4: "Interfaces with GF/GI Equipment": Offeror's ability to demonstrate that it can meet the parameters listed throughout Section C and J of the RFP in regards to the interfaces with GF/GI Equipment.

M4.2 EXPERIENCE AND PAST PERFORMANCE

Offeror's experience and past performance on similar projects during the past 5 years as a prime Contractor having dollar values greater than \$750,000 (seven hundred fifty thousands) AND performed outside the United States; special emphasis will be placed on the specific experience of team members and/or subcontractors and suppliers who have previously worked together. In Section L.4.2 we state that Previous experience within the last 5 years as the prime contractor on similar large (greater than \$1,000,000) industrial or commercial projects performed outside the U.S.

M4.3 MANAGEMENT APPROACH

The depth, flexibility, control features, and relative importance in the Offeror's overall corporate structure of the proposed organizational team for this project, as demonstrated by the Offeror's description of the following: (i) the organizational structure of the proposed project team and its place in the overall corporate structure; (ii) the responsibilities, authorities, experience and background of its key personnel as demonstrated by their resumes, as well as the assurance of their availability for this project; (iii) the respective roles and responsibilities of the contractor, design consultants, subcontractors, and key suppliers, and the supplies/services of each of these organizations; and (iv) the plan for ensuring quality control.

M4.4 PROPOSAL SCHEDULE

The comprehensiveness, reasonableness, logic, and responsiveness of the Offeror's proposed project schedule for performing the work to meet or exceed the RFP's schedule requirements.

M.5 PRICE PROPOSAL EVALUATION CRITERIA

The Offeror's price proposal will be evaluated to verify price reasonableness. Unit prices for each line item will be reviewed to verify that all components have been identified. Cost realism will also be considered in the event of an unrealistic price that may be evidence of a lack of understanding of the solicitation's stated requirement.

(End of Section M)