

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	BBGCON-3608-Q6670	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	01 April 2008	1 of 41 Plus Attachments

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 6445825804	6. PROJECT NO.
7. ISSUED BY BBG/IBB Office of Contracts (M/CON) Switzer Building – Room 2519 330 "C" Street, SW Washington, DC 20237	CODE	8. ADDRESS OFFER TO See Block 7
9. FOR INFORMATION CALL:	A. NAME Rachel E. Johnson	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 202-205-0388

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

The Contractor shall provide all labor, equipment, materials, supplies, and services necessary to install three equipment shelters, radio frequency transmission line, and associated facilities to support a Government-furnished medium wave antenna system at the U.S. Broadcasting Board of Governor's International Broadcasting Bureau's (BBG/IBB) Radio Transmitting Station site approximately 40 kilometers northwest of Kuwait City, Kuwait. The work to be performed by the Contractor shall be in accordance with: (a) the contents of the attached Statement of Work (Attachment J.1), Drawings (Attachment J.2) and Specifications (Attachment J.3) of this Solicitation document; (b) the Contractor's proposal dated _____; and (c) the resultant contract.

11. The Contractor shall begin performance within 3 calendar days and complete it within 120 calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. *(See Section F.2) _____.*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS
<input type="checkbox"/> YES <input type="checkbox"/> NO As prescribed in Section H.1	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original to perform the work required are due at the place specified in Item 8 by **2:00 pm** *(hour)* local time **May 01, 2008**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the Offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS



\$

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

\$

23. ACCOUNTING AND APPROPRIATION DATA

95-X02040000-68-6445-6445825804-9227-2589

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)



ITEM
Section G.2

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)() 41 U.S.C. 253(c)(1)

26. ADMINISTERED BY

CODE

See Section G.2

27. PAYMENT WILL BE MADE BY

IBB Office of Financial Operations, CFO/A
Switzer Building - Suite 1269
330 Independence Ave, SW
Washington, DC 20237

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Gary C. Hosford

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- B. The Contractor shall provide all labor, equipment, materials, supplies, and services necessary to install three equipment shelters, radio frequency transmission line, and associated facilities to support a Government-furnished medium wave antenna system at the U.S. Broadcasting Board of Governor’s International Broadcasting Bureau’s (BBG/IBB) Radio Transmitting Station site approximately 40 kilometers northwest of Kuwait City, Kuwait. The installation work shall include, but is not limited to, preparation of design documents; construction of three equipment shelters; installation of transmission line supports and transmission line; installation of grounds screens for the antenna system; and installation of electrical and control and monitoring cables between the equipment shelters and between the main equipment shelter and transmitter building. All work shall be performed by the Contractor in accordance with all other sections of this solicitation document” and all attachments listed under Section J, and any resulting contract for the total Firm-Fixed-Price (FFP) of:

Firm-Fixed-Price: _____ Kuwaiti Dinars

(End of Section B)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL INFORMATION AND REQUIREMENTS

C.1.1 Background

This procurement action is to construct three equipment shelters that will house the electrical tuning circuitry for a medium wave antenna system at the IBB’s transmitting station site in Kuwait; see Attachment J.1, “Transmitting Station Site Plan”. The shelters will be located immediately adjacent to each of three towers that are being erected under separate contract. Additionally, the Contractor shall install the transmission lines and antenna ground system.

In performing the work specified in this Statement of Work (SOW), the Contractor is required to coordinate the construction activities with the IBB Kuwait Transmitting Station Manager and other on-site contractors.

C.1.2 Summary Of Tasks To Be Performed By The Contractor

- (a) Review all Government-furnished design documentation and report any discrepant information as soon as possible;
- (b) Inspect all Government-furnished construction materials and equipment and report any missing or damaged items as soon as possible;
- (c) Design the three shelters in accordance with this SOW and all attachments provided under Section J;
- (d) Establish and/or validate the specified locations of the three shelters and the transmission line supports using qualified and experienced professional land surveyors
- (e) Construct the three shelters, including provision of suitable foundations and Heating, Ventilation and Air Conditioning (HVAC) equipment and electrical service;
- (f) Construct trenches between the shelters and between the central tuning shelter and the main transmitter building, and supply and install appropriate electrical cables and Government-furnished control and monitoring cables and transducers in the trenches and within the shelters;
- (g) Install Government-furnished Radio Frequency (RF) transmission line supports and transmission lines between the main transmitter building and the central tuning shelter and between the central tuning shelter and the end tuning shelters; the work includes the construction of foundations for all Government-furnished transmission line supports;
- (h) Install the Government-furnished antenna RF radial ground system; and
- (i) Supply and construct fences around each tower base.

The installation of the RF circuit components, except for the multiconductor cables and RF transmission lines and RF sample lines run between the shelters, is not required by this SOW. The installation of the Government supplied shelter monitoring components (smoke, arc, transmitter interlock, and intrusion, etc.) is required.

C.1.3 Government Furnished Equipment and Materials

The IBB will furnish the following items to the Contractor for use on this project:

- (a) Multiconductor monitoring and control cables for routing between antenna tuning shelters and between the central tuning shelter and the transmitter building.
- (b) 1/2" coaxial sample lines for routing between the antenna tuning shelters
- (c) 38,000 meters of copper wire for radial ground system

- (d) 750 meters of 15 cm wide copper strap for radial ground system
- (e) Transmission line input and output ports for antenna tuning unit shelter buildings
- (f) Transmission line support posts and hardware for 5” and 9” transmission lines
- (g) 5” semi-flexible and 9” rigid transmission lines
- (h) Internal screen panels and doors
- (i) RF output port weather guards
- (j) Smoke, arc, transmitter interlock, and intrusion components and associated conduit and wiring (see list in Attachment J.6.)

C.2 SCOPE OF WORK

C.2.1 General Requirements

- C.2.1.1 Permits: In accordance with FAR Clause 52.236-7 PERMITS AND RESPONSIBILITIES, the Contractor shall be responsible for obtaining all permits, licenses, clearances, etc. necessary to design and construct under this statement of work.
- C.2.1.2 Kick-Off Meeting: Within 14 calendar days of the Notice to Proceed, the Contractor shall attend a Kick-off Meeting at the IBB transmitting station in Kuwait to review the SOW and deliverable requirements and discuss any topics determined necessary by the Government or Contractor.
- C.2.1.3 50% Design Review Meeting: The contractor shall attend a design review meeting at IBB headquarters in Washington, DC when the design is 50% complete.
- C.2.1.4 On-site Pre-construction Meeting: Prior to mobilizing the Contractor shall attend a Pre-construction Meeting to review the following subjects: site security; safety; quality assurance; coordination of Government’s inspections; and any other topics determined necessary by the Government or Contractor.
- C.2.1.5 Site Investigations
 - (a) The Government has conducted topographic surveys and geotechnical explorations for the areas of the site affected by work under this SOW. Results of the topographic survey are provided as Attachment J.2, “Topographic Survey Drawings, prepared by INCO-Lab”. The results of the geotechnical explorations are provided as Attachment J.3, “Soil Report, prepared by INCO-Lab”.

(b) The Offerors shall evaluate the topographic and geotechnical information provided by the Government per the paragraph immediately above and determine if any supplemental information is needed to assess the actual surface and subsurface conditions of the site in order to complete the design and construction of the shelters and other facilities required by this SOW. If an Offeror determines that additional topographic or geotechnical, information is required, that Offeror shall include the cost of the supplemental survey work in its proposal.

C.2.1.6 Contractor's Quality Control

(a) General: The Contractor is responsible for conducting regular quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures and organization necessary to ensure that the construction will fully comply with contract requirements.

(b) Tests and Inspections: The Contractor is required to conduct inspections at the following stages of construction at a minimum. The Government plans to participate in these inspections:

- (1) Soil and backfill compaction prior to placement of concrete;
- (2) Buried electrical and monitoring and control cabling prior to placement of backfill;
- (3) Inspection of each component that is bonded by welding at intervals less than 15 cm prior to placement of concrete;
- (4) Reinforcing steel, anchor bolts, etc. prior to placement of concrete;
- (5) Adequacy of concrete by way of slump tests during placement and cylinder break tests later; and
- (6) Pre-concealment inspection of shelter structural systems and electrical work prior to placement of concrete, installation of metal panels, etc.

C2.1.7 Construction Material and Equipment Submittals

The contractor shall submit the following submittals for the Government's review and approval in accordance with the Attachment J.4, "Schedule of Deliverables":

- (1) Certificates of structural materials, including but not limited to concrete mixture design, rebar, and structural steel;
- (2) Catalog cut sheets on HVAC equipment;
- (3) Catalog cut sheets on electrical power panels, transformers, and lights;

- (4) Catalog cut sheets on doors; and
- (5) Compressive testing reports on concrete at 28 days.

C.2.2 Design

(a) General: The Contractor shall provide the architectural and engineering design services required to prepare construction drawings and associated documentation for construction of the shelters and associated work. The construction drawings, design calculations and associated documentation shall be prepared, reviewed and approved (stamped) by a professional engineer licensed to work in Kuwait or the United States. The construction drawings shall consist of Civil, Architectural, Structural, Mechanical and Electrical drawings prepared in accordance with Attachment J.5, "IBB CAD Standards". Construction work shall not commence before the Final design drawings have been submitted to the Government for that particular element of the project.

(b) Design Calculations and Design Criteria: At a minimum, the Contractor shall provide calculations for the following:

(1) Structural: Shelter foundation design; shelter structural design; sunshade structural design (if utilized); and design of any other structures. The Contractor shall use and comply with the following criteria for its structural design:

- International Building Code 2000;
- ACI 318 Building Code Requirements for Reinforced Concrete and its Commentary;
- AISC Manual of Steel Construction;
- ASTM Material and Testing;
- AWS Welding Code;
- Steel: ASTM A36 as a minimum;
- Cement: ASTM C150 Type V;
- Concrete: 4,000 psi at 28 days;
- Deformed rebars: ASTM A615 $f_y = 60$ ksi;
- Basic wind speed of 95 MPH (3-second gust), Exposure Category C;
- Roofing Loading: Minimum Live Load of 20 psf, and a concentrated load of 250 lbs at any point; and
- Slab-on Grade Loading: Minimum live load of 150 psf, and a concentrated load of 1,000 lbs at any point.

(2) Mechanical: Heat and cooling load calculations; and equipment unit sizing and selection calculations. The Contractor shall use and comply with the American Society for Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) for its HVAC design.

(3) Electrical: Load analysis of each panel board and transformer; and short circuit analysis. The Contractor shall use and comply with the following criteria

for its electrical design:

- The Standards of the American National Standards Institute (ANSI);
- National Fire Protection Association (NFPA) 70, National Electrical Code (NEC);
- The Standards of the National Electrical Manufacturers Association (NEMA);
- The Standards of the Underwriters Laboratories (UL);
- Military Standards: MIL-STD-188-124A: Grounding, Bonding and Shielding; and MIL-HDBK-419: grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 2;
- International Building Code (IBC); and
- International Electrical Code (IEC);
- InterNational Electrical Testing Association (NETA)

(c) Design Submissions: Preliminary (50%), 100% and Final sets of all design documentation shall be submitted for the Government's review and approval. The Government will require fourteen calendar days after receipt to review the Preliminary and 100% Submissions. The 100% submission shall incorporate the Government's comments on the 100% submission. The submissions shall include the number of copies required by Attachment J.4, "Schedule of Deliverables".

(d) As-built Drawings: The Contractor shall submit a complete set of final "As-Built" drawings documenting the post-construction, conditions in accordance with Section F.5 below and Attachment J.4, "Schedule of Deliverable". The As-Built documentation shall consist of the final design package, revised to show the changes made during actual construction. Legible pen and ink changes are permitted. In addition to the hardcopy versions of the As-Built drawings, the Contractor shall prepare and submit the final As-Built drawings in AutoCAD 2004 format on CD-ROM, providing two complete sets of files with index. These AutoCAD format drawings shall contain all of the information contained on the hardcopy final as-built drawings. Any pen and ink changes to the final As-Built drawings shall also be entered into the AutoCAD design files. If a file compression program is used, a copy of the decompression program shall be included with each copy of the deliverable.

C.2.3 Construction

C.2.3.1 Site Work

(a) Clearing and Grading: The Contractor shall remove any vegetation, large surface rocks and other material as required for the construction. Clearing and grading will be required for the entire area occupied by the shelters and ground radial system.

(b) Site Drainage: The Contractor shall cut and fill, and compact and grade, around the tuning shelters as required to ensure adequate surface water drainage away from the tuning shelters and to prevent ponding in the area within the work limits.

C.2.3.2 General Shelter Construction

- (a) Shelters shall be constructed in accordance with attachment J.6, "Equipment Shelter Drawings". Specific shelter construction and style may vary from the concept in the drawings, but the dimensions must be adhered to in order to ensure proper mating of input and output ports.
- (b) Shelters shall be weatherproof, waterproof, and designed for a minimum life of 20 years. Wood shall not be used as any structural member, floor, wall, or roof. Preferred construction is reinforced concrete or reinforced Concrete Masonry Unit (CMU). If any portions are of metal construction, ALL adjacent panels and components must be bonded together by qualified and acceptable welding not to exceed 15 cm along seams and at every crossing point. Mechanical connections alone, such as use of nuts and bolts or sheet metal screws, are NOT sufficient for bonding. This requirement also applies to any metallic reinforcement materials in each shelter structure, such as rebars in shelter foundations and rebar in columns, beams, walls, slabs on-grade, and roof decks. Any proposed metal construction shall be subject to approval by the Government. The roof shall be sloped to prevent drainage onto the output port (tower connection) of the shelter.
- (c) Each shelter roof shall be adequately insulated with a minimum R-value of 30.
- (d) Suitable reinforced concrete foundations or base slabs with edge beams shall be provided, as appropriate. Interior concrete slab flooring shall be 20.3 cm (8 inches) thick with one layer of rebars of minimum #5 at 12 inches on center each way and its top elevation shall be at least 6 inches above the finished grade. Rebars shall be welded at crossing points. The contractor shall use sulfate resisting Portland cement Type V, as defined by ASTM C 150, for all concrete. Care shall be taken during foundation and shelter construction to minimize damage to or disturbance of the monopole-imaging (ground) screen near or under the construction location, if the screen was installed prior to the foundations/shelters. Prior to Government's acceptance, any damage caused shall be reported to the AR/CO and repaired to the extent reasonably feasible.
- (e) A sun-shading device, such as a secondary roof system, designed to permit the free flow of air between the roof of the shelter and the sunshade may be provided, as an integral part of its construction. Any such sunshade shall be sloped to prevent rainwater drainage onto the output port of the shelter.
- (f) Shelters shall be fitted with metal sealed entry or access doors. All doors shall be fitted with key locks. Shelter door dimensions shall be in compliance with the attached shelter concept drawings. The upper-most and lowest hinges of all exterior and interior doors shall be connected (jumpered across the hinge) with a flexible copper (braid) conductor of at least the equivalent of 5 mm diameter.
- (g) Input and output ports for coaxial cables, tower feeds, control and monitoring cables, and AC power shall be provided as shown in the attached drawings. Feed through panels for all coaxial cables and tower feeds will be provided by the Government. Control and monitoring cables and AC power cables shall exit through the side of the shelters in

appropriate metal conduit and be routed immediately to the appropriate cable trench. Appropriate feed through panels for the control and monitoring and AC cables shall be provided by the contractor.

2.3.3 RF Shielding And Grounding

(a) Shelters must be shielded from electromagnetic radiation and all shielding panels/sections/straps shall be bonded together, including all sections of any metal enclosure or shelter. Bonding by mechanical connections alone is not sufficient. **ALL reinforcing, metal door frames, electrical conduit and HVAC ductwork shall be electrically bonded and connected to the RF system ground by the shortest route possible.**

(b) The buildings shall be lined with copper sheet on the floor and walls to at least 2 m. elevation above the floors. Adjacent copper sheets shall be silver soldered continuously along the entire junction between them. There shall be a copper strap grid above 2 m on the walls and on the ceilings, with the strap in a grid on 1 meter centers, 5 cm width, silver soldered at junctions. Strap and copper sheet shall be at least 1.3 mm thick. If metal building construction is proposed and accepted by the Government, the copper sheeting and grid on the walls and ceiling may, with Government approval, be omitted if appropriate shielding is provided by the construction technique. This would require, as a minimum, continuous welding of all joints in adjacent panels. Regardless of the construction technique and materials, the copper lined floor is required.

(c) The antenna tuning buildings shall have a buried perimeter 15 cm strap, which is bonded by silver soldering to all intersecting radials and other interconnection straps. The interior copper sheathing of the buildings shall be connected to the exterior perimeter strap by multiple straps, 15 cm in width at each building corner, and 10 cm or larger intermediate straps at intervals not exceeding 3 m around the building exterior. Connection shall be by silver soldering.

(d) As shown on the shelter layout drawings included in Attachment J.6, "Equipment Shelter Drawings", an area shall be provided within each shelter where network operation can be observed and pertinent meter readings taken without exposing personnel to high voltage shock and/or radio frequency burn and electromagnetic field exposure hazards. Division of the shelter by a panel, screen, or fence will facilitate the achievement of this objective. A hinged, screened door shall provide access to the equipment area and shall be large enough to allow passage of the largest components. The screen panels and door shall be provided by the Government. The contractor shall be required to make provision for the installation and attachment of the screen panels, but is not required to permanently install the panels.

2.3.4 Electrical Power System

The Contractor shall provide an electrical power system that satisfies Attachment J.7, "Electrical One-line Diagram", to deliver power for the three shelter loads. Power shall be distributed within the three equipment shelters in accordance with the Attachment J.6,

“Equipment Shelter Drawings”. The contractor shall provide load calculations and for all tuning units and indicate the proposed rating for all electrical equipment in the concept single line diagram.

2.3.4.1 Medium Voltage Electrical Power Distribution

(a) The Contractor shall provide a medium voltage electrical system to provide power to the shelters. The source of electrical power shall be a spare breaker to be furnished by the Government in switchgear in the new MW transmitter building. The Contractor shall run electrical cabling from that existing breaker to the panel in the central tuning shelter.

(b) Medium Voltage Cable (MV-90) shall be concentric lay, class B cable with polyethylene insulation complying with NEMA WC 7 or equivalent. Insulation thickness shall be of 133 % level and consist of shielding wires or copper tape. All splices and termination kits shall be those recommended by the cable manufacturer and conform to applicable industry standards.

2.3.4.2 Low Voltage Electrical Power Distribution

(a) The Contractor shall distribute low voltage power between and inside the three shelters, through an appropriate power panel, as shown in Attachment J.6, “Equipment Shelter Drawings” and in Attachment J. 7, “Electrical One-line Diagram”. Power and lighting circuits shall be separate so that a convenience outlet fault does not cause loss of tower lighting or vice versa.

(b) At least two 230 VAC duplex convenience receptacles shall be located in the “caged” personnel area of each shelter, as shown on the Attachment J.6, “Equipment Shelter Drawings”.

(c) Circuits for tower lights for all towers shall be run from breakers in the electrical panel in the central tuning shelter to accommodate tower light monitoring. Each tower light circuit shall have a dedicated breaker in the central tuning shelter. In each shelter, wiring for tower lights should be run to a location inside the shelter near the output port to the tower, as shown in Attachment J.6, “Equipment Shelter Drawings”. The wiring will ultimately be connected to the base (floor end) of 1L2, 2L2, and 3L3.

(d) The contractor shall ensure sufficient room to mount a 3" x 3" x 1.5" toroid current sample transformer that shall be installed in the electrical distribution box in the central tuning shelter around the AC feed for each tower light circuit for tower light monitoring.

2.3.4.3 Conduit and Wiring Installation

All conduits rising up through the floor or the earth shall be rigid steel with threaded fittings. No conduit or wiring shall be installed horizontally within, or below, the

concrete slabs-on-grade. All interior wiring shall be installed in rigid steel conduit with threaded fittings. All conductors shall be copper; all feeder and branch-circuit conductors shall be thermo-plastic insulated. A separate green-insulated equipment grounding conductor shall be run in the same conduit with all feeders, all three-phase branch circuits, and all single-phase branch circuits.

2.3.4.4 Lighting

Lighting shall be provided inside all shelters and at the exterior locations discussed below in this subsection. All lighting shall be incandescent. Interior lighting shall be sufficient to facilitate adjustment, measurement, maintenance, and repair activities at night, without any need for portable auxiliary lighting devices. Two exterior lights shall be provided for each shelter; one light shall be provided at the shelter entrance, and the second light shall be located on the side of the shelter facing the respective antenna tower, but well away from the RF output port. The areas illuminated by the exterior lights shall be illuminated to a minimum level of 1.0 foot-candles. Exterior lights shall be controlled by photocell switches. Light fixtures shall be located to provide adequate clearance to all RF conductors and components, typically 60 cm (24 inches) or greater.

2.3.4.5 Equipment and Materials

(a) All electrical materials and equipment needed to make the new building fully functional and operational shall be provided. All equipment and materials shall be new and free of manufacturing defects and shall be listed by a listing agency such as Underwriters' Laboratories whenever applicable. All items shall be installed according to the latest issue of the National Electrical Code. All items shall meet the applicable standards of the current versions of American National Standards Institute (ANSI), Underwriters' Laboratories (UL), and National Electrical Manufacturers' Association (NEMA) standards. Materials and equipment manufactured outside the U.S. to other standards may be supplied provided that they comply with requirements of other organizations judged equal to the applicable U.S. standards listed above.

(b) Panelboards shall have copper busses, neutral and grounding bars, and typed circuit directories. Circuit breakers shall be molded case, bolt-on type.

2.3.5 HVAC Systems

(a) Design conditions: Outdoor ambient design conditions of 48°C (118°F) dry bulb during the summer and 3°C (37°F) dry bulb during the winter.

(b) HVAC systems and/or insulation shall be sufficient to maintain ambient temperature inside the antenna tuning shelters at or below 32°C (90°F) and 35% relative humidity. The enclosed electronic equipment is expected to produce an equivalent heat load of 1.2 kW at Tower #1, 15 kW at Tower #2, and 0.6 kW at Tower #3. Air handling systems shall be designed to prevent dust, rain, or other contaminants from entering the shelter

2.3.6 Control and Monitoring Components, Cable Trenches, and Routing

Government supplied control and monitoring components such as interlock switches and intrusion, smoke and arc detectors and associated conduit and wiring shall be mounted in the shelters in accordance with attached drawings. Control, monitoring, and sample cables shall be routed between the shelters and the main transmitter building as shown in Attachment J.6, "Equipment Shelter Drawings". The contractor for the transmitter building will provide three 5 cm conduits to approximately 15 meters outside the transmitter building for interface to the antenna system. The cables shall be routed in PVC conduit buried 60 cm or greater below the surface. Alternatively, the cables may be direct buried with appropriate use of sand above and below the cables to prevent rock damage. Cables shall enter the shelters through the wall at the locations shown in the attached figures.

2.3.7 Transmission Line and Supports

(a) Government furnished transmission line supports shall be installed in accordance with Attachment J. 9, "Transmission Line Drawings". All supports shall be bonded to the 15 cm wide copper strap running between the tower tuning shelters or between the central tuning shelter and the transmitter building with copper strap. Straps shall be at least 2.5 cm wide and 1.3 mm thick.

(b) Government supplied transmission lines shall be installed in accordance with the Attachment J. 9, "Transmission Line Drawings". The transmission lines shall be bonded, as a minimum, to the support nearest to the entrance or exit of any shelter or building and, as a minimum, at every other support there after. Transmission line grounding kits for the transmission lines will be furnished by the Government. The Government will supply installation supervision for the transmission lines. Details of the skills required by the contractor and the skills being supplied by the Government are in Attachment J.10.

2.3.8 Fencing

(a) Fencing shall be constructed around each tower base to protect personnel from accidental contact with the tower and to discourage trespassing. The tuning shelter at each tower shall form one side of the fencing, although fencing may be needed on each

corner to achieve the appropriate distance. The fence shall be at least 6 meters away from the closest point of the tower at any other location. A lockable gate shall be provided to allow access to the tower base.

(b) Metallic or any other type of electrically conductive fencing is specifically prohibited. Due to potential insect damage, wood fencing is discouraged.

2.3.9 Radial Ground System

(a) A radial ground system shall be installed by the contractor in accordance with Attachment J.8, "Grounding Drawings". The wire and straps specified will be furnished by the Government.

(b) Buried ground radials shall be installed in accordance with Attachment J.8, "Grounding Drawings". The radials shall be of 4 mm or larger diameter, soft drawn copper, with 120 radials extending at least 110 m from the tower bases, and 120 additional interspersed radials extending at least 25 m, except where intersecting common chords with the radials from other towers. At the tower base, the ground radials shall be bonded to the existing copper strap attached to the perimeter of the tower foundation. All ground radials and straps shall be buried 10 to 20 cm, except within 6 m of the tower bases. The area within 6 m of the tower bases shall be excavated to a depth of 10 cm, the ground system installed on this leveled exposed base, and the area backfilled with crushed gravel, whose maximum particle size is not greater than 2.5 cm in any dimension.

(c) Buried copper strap 15 cm in width and of 1.3 mm thickness or greater shall be installed on all common chords, intersecting the tower bases on lines that bisect the common chords, and on the routes of all transmission lines. All radial wires and copper straps that cross or terminate at other conductors shall be silver soldered at their junctions.

(d) All support posts, metal fence posts, or any other metal appurtenances within the ground system, including the lowest uninsulated portion of the guy cables, shall be grounded by the most direct route possible to the nearest portion of the ground system.

2.3.10 Lightning Protection

The shelters shall be protected against lightning according to NFPA 780, the National Lightning Protection Code. All incoming power and communications lines shall be suitably, protected from lightning by arresters and/or shielding. A 1/0 AWG bare copper conductor ("guard wire") shall be laid directly over all runs of buried cable to protect them against direct lightning strokes. Each guard wire shall be bonded to the earth electrode system at each end. All ground connections shall be exothermic weld ("cadweld" or equivalent), except for connections to ground rods in grounding wells where bolted clamp-type connections shall be used to allow for ground system testing. All clamps, connectors, bolts, washers, nuts and other hardware used with the grounding system shall be of copper or bronze.

2.3.11 Dissimilar Metals

With the exception of bonding the transmission line supports to the ground system, the contractor shall avoid contact between dissimilar metals having a potential difference of 0.2 V or greater, by selection of compatible metals, separation of junction with galvanic isolating material, and/or by the application of protective finishes or plating of mating surfaces. Protective measures shall be provided at junctions where contact between dissimilar metal occurs in soils or where corrosive conditions are encountered.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING - All design, construction, and construction management submittals required under this contract shall be packed for shipment to or from the United States or elsewhere in accordance with the Contractor's best standard commercial practice. Shipping containers for documents, materials, and equipment shall be so constructed so as to insure acceptance by the carrier and safe transportation to the specified destination point. All packaging and shipping shall be performed in accordance with the manufacturer's written instructions and specifications.

D.2 MARKING - All shipping containers shall be plainly marked to show the contract number, a brief description of the contents, quantity, and the Contractor's name and address.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do

not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.2 FINAL INSPECTION AND TESTING

The Contractor shall give the Contracting Officer at least 30 calendar days advance written notice of the date that all work will be fully completed and ready for Final Inspection and all required Final Acceptance Tests.

E.3 FINAL ACCEPTANCE

"Final Acceptance" shall take place at the Kuwait Transmitting Station site after all work has been fully completed and all "punch-list" items have been fully corrected by the Contractor. The Government's "Final Acceptance" shall be in writing by the Contracting Officer.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF DELIVERY OF DOCUMENT SUBMITTALS - All document submittals required hereunder shall be delivered F.O.B. Destination, Within Consignee's Premises, to the following addresses:

- (a) Delivery of documents for the Contracting Officer and/or Field AR/CO in Kuwait:

International Broadcasting Bureau
American Embassy Kuwait
Attn: Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

- (b) Delivery of documents for the AR/CO in Washington, D.C.:

Broadcast Board of Governors (BBG)
International Broadcasting Bureau
Attn: E/TT – Gerhard Straub
Cohen Building, Room 4550
330 Independence Avenue
Washington, D.C. 20237

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)

(a) The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the Notice To Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after receipt of Notice To Proceed. The time stated for completion shall include final cleanup of the premises.

(b) Beneficial occupancy of the interior spaces of the three equipment shelters shall take place after they have been completed and ready for installation of the antenna tuning equipment by the Government, not later than 150 calendar days after the Notice To Proceed. The interior spaces shall be physically complete as verified through inspection by the Government. 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.

(End of clause)

F.3 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

F.4 PROJECT RECORD DOCUMENTS

(a) The Contractor shall store "record" documents separate from those used for construction.

(b) Prior to Final Inspection and Testing, the Contractor shall submit pertinent project records to the Contracting Officer, along with a transmittal letter listing all such documents. These "record" documents shall include as-built mark-ups of contract drawings showing actual installed conditions, technical specifications for major equipment items, and all certificates of warranty.

F.5 AS-BUILT DRAWINGS

The Contractor shall prepare and maintain reproducible drawings that depict "as-built" conditions. These drawings shall be maintained in a current condition at all times until completion of all work and shall be available for review by the Contracting Officer at all reasonable times. All variations from the construction drawings prepared by the

Contractor and approved by the Government, required for whatever reason, including those occasioned by the required coordination between construction trades, shall be indicated on the as-built drawings. These variations shall be shown in the same detail utilized in the construction drawings. Such drawings shall be accurate and complete as directed or approved by the Contracting Officer. The Final version of the "As-Built" drawings shall be delivered to the Contracting Officer and AR/CO within 30 days after completion and acceptance. Two copies each shall be provided to the Contracting Office and AR/CO. The Final invoice will not be paid until the Final versions of the "As-Built" drawings are accepted by the Contracting Officer.

F.6 NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons there-for. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as deemed advisable.

(End of clause)

F.7 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

(a) The term "f.o.b. destination, within consignee's premises", as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall -

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract.
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ASSIGNMENT

This contract shall not be assigned, either in whole or in part, by the Contractor without the written consent of the Contracting Officer.

(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:

International Broadcasting Bureau
American Embassy Kuwait
Attn: IBB Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

Telephone: 965-456-2751/2/3
Fax: 965-456-2754
Email: manager_kuwait@kuw.ibb.gov

G.3 CONTRACT ADMINISTRATION

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

Name:

Title:

Telephone No.:

Email Address:

Address:

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 UTILITY USAGE AND REQUESTS FOR UTILITY OUTAGES DURING CONSTRUCTION

(a) The Government has not ascertained the availability of commercial power to serve the project 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. Any power wiring must comply with applicable codes.

(b) The Contractor shall be responsible for obtaining water needed for construction purposes, including, but not limited to, the mixing of concrete. The Contractor shall also be responsible for supplying potable water to all of its work force. Any piping and plumbing must comply with applicable codes.

H.2 INSURANCE

(a) The Contractor shall obtain prior to the Notice To Proceed, and maintain during the contract term, the following insurance:

(1) 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.

(2) Automobile liability insurance, for all vehicles and equipment used by the Contractor's employees in the performance of this contract, with limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage of not less than \$20,000 for each accident.

(3) Worker's compensation and employer's liability insurance for the protection of employees.

(b) The Contractor shall provide the Contracting Officer with evidence of the above insurance coverage prior to the Government's issuance of the Notice To Proceed (NTP).

(c) The forgoing insurance shall be in accordance and fully compliant with the Kuwait Government and laws and regulations.

(d) All costs of the foregoing insurance coverage shall be paid for by the Contractor.

H.3 CONTRACTOR'S MOBILIZATION AREA

(a) The Contractor is permitted to use the area identified by the Contracting Officer for operation of its equipment and shops, storage areas, and offices. The Contractor is cautioned that it shall be responsible for security within the contract limits. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor shall provide all utilities required to make the site self-sufficient.

(b) 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.

(c) The Contractor shall control the movements and activities of its employees to protect the physical security of IBB property.

H.4 WORKING HOURS

The Contractor shall perform its site construction work during normal IBB business hours, currently between 0800 hrs to 1630hrs except on Kuwaiti and American holidays. Any on-site work by the Contractor outside of these hours must be coordinated in advance with, and approved in writing by, the Contracting Officer.

H.5 SAFETY

(a) The Contractor shall provide and maintain work environments and procedures which will safeguard its workers, the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities. Contractor workers shall wear protective clothing, including safety shoes, hard hats, gloves, and eye protection. See FAR Clause 52.236-13 ACCIDENT PREVENTION, for more information. The Contractor shall submit a safety plan in accordance with Attachment J.4, "Schedule of Deliverables".

(b) Accident Reporting - A copy of each "Accident Report", which the Contractor or subcontractor submits to its insurance carriers, shall be forwarded to the Contracting Officer as soon as practicable, but in no event later than 7 calendar days after the date an accident occurs. Copies of each such report shall also be provided to the Contracting Officer within the above-stated time limitations. All lost-time injuries to Contractor or subcontractor personnel during project construction require the Contractor to submit an Accident Report as stated above.

H.6 ON SITE PERSONNEL & 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. The objective of this requirement is to have a designated person in charge of the work present at all times.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. All workmen shall wear shoes and proper clothing while accomplishing the work. 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.

(c) There shall be no drugs, liquor, fire arms or explosives on the work site at any time. All incoming and departing Contractor vehicles and employees are subject to security search.

H.7 FIRE PROTECTION

The Contractor shall have available at the site fire protection devices during construction in accordance with the U.S. National Fire Protection Association Codes (National Fire Codes One through Eight, 1985), or applicable in-country fire codes.

H.8 SITE SECURITY

(a) The Contractor shall provide an acceptable security program to protect work, existing facilities, and Government operations from unauthorized entry, vandalism, and theft. The Contractor shall coordinate this effort with the Contracting Officer and the Government facility's security personnel.

(b) The Contractor shall provide the names of all of its personnel working on-site to the Contracting Officer within 5 workdays after issuance of the Notice-To-Proceed by the Government.

(c) The Contractor shall designate an emergency contract official and provide his or her name and emergency after-work-hours telephone number to the Contracting Officer within five (5) workdays after issuance of the Notice-To-Proceed. The BBG/IBB's emergency contact official is Mr. Mathew Thomas. The IBB - Kuwait Transmitting Station's emergency telephone number is 456-2751/2/3.

(d) The Contractor shall be fully responsible for site security of its materials and work from theft, fire, and vandalism.

H.9 EXPLOSIVE ORDNANCE DISPOSAL (EOD)

(a) During the Gulf War, large quantities of explosive ordnance were left in Kuwait, consisting of land mines, artillery shells, cluster bombs, ammunition, submunitions and other devices. The Government of Kuwait and the IBB have been engaged in ordnance clearing and disposal since the end of the war. The whole site has been cleared of ordnance several times. The portion of the site designated for work under this contract has been extensively surveyed and cleared again by an EOD contractor who has certified it to be "ordnance free".

(b) Although the project work area was recently cleared, the Contractor shall train its field staff in identifying and avoiding hazardous contact with ordnance that could be encountered during excavation and/or construction. Should unexploded ordnance or similar items be uncovered during an excavation, the Contractor is to immediately evacuate area and report the findings to the Contracting Officer. The handling of unexploded ordnance or similar items is strictly forbidden.

(c) For safety and security reasons, when entering the IBB Transmitting Station site and driving to the work area, the Contractor is required to strictly follow the authorized routes that will be identified by the Contracting Officer. Accessing unauthorized routes or areas of the station site shall be strictly prohibited without written authorization of the Contracting Officer. Failure to comply with this request may result in Termination for Default.

H.10 EQUIPMENT WARRANTIES

(a) Prior to the date of project completion, the Contractor shall designate a representative, or different representatives for separate specialties of work, to implement the warranties included in this contract required by FAR 52.246-21.

(b) Upon final acceptance of all the work specified herein, the Contractor shall provide, for each commercial item, the following information to the Contracting Officer.

1. A list of all items with make and model numbers.
2. A copy of manufacturer's or vendor's guarantee documents which extend beyond the warranty of the contract work.
3. A complete set of "As-Built" drawings.

H.11 LANGUAGE

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

H.12 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The Contractor shall abide by immigration, labor, employment, workman's compensation and insurance laws; comply with health and immunization certificates; get licenses and/or permits for construction; and comply with all customs and import rules. In addition, the Contractor shall comply with all requirements of the local utility company as applicable.

H.13 CONTRACTOR'S USE OF IBB SITE

(a) The IBB will occupy and conduct normal business operations at the transmitting station site during the entire contract performance period. Any work by the Contractor that could cause a disruption of normal operations must be coordinated with and approved by the Contracting Officer.

(b) The Contractor's use of the IBB-managed premises shall be limited to the immediate areas where the work is being performed and reasonable access routes to these areas. Use of toilet facilities, canteens, etc., at the existing station shall be as approved by the Contracting Officer.

(c) During the contract performance period there may be other projects and contractors working on the site. Interface with such projects and contractors shall be coordinated with the Contracting Officer.

H.14 RADIO FREQUENCY (RF) HAZARDS

The Contractor shall be aware that the work required by this contract will take place at an operational radio transmitting station where the broadcasts create strong electromagnetic fields. The Contractor shall take precautions to prevent RF energy-induced contact burns to its workers, especially when using cranes to move large items. The Contractor shall also be specifically warned that the towers at the site constitute an RF burn hazard if not properly grounded.

(End of Section H)

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

(End of clause)

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.203-3	GRATUITIES.	(APR 1984)
52.204-7	CENTRAL CONTRACTOR REGISTRATION.	(JUL 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	(SEP 2006)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT.	(OCT 1997)
52.225-13	RESTRICTIONS ON CERTAIN FORGEIGN PURCHASES	(FEB 2006)
52.232-5	PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.	(SEP 2002)
52.232-23	ASSIGNMENT OF CLAIMS.	(JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.	(SEP 2005)
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991).	(JUL 2002)
52.233-3	PROTEST AFTER AWARD.	(AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS.	(APR 1984)
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK.	(APR 1984)
52.236-5	MATERIAL 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)

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.236-13	ACCIDENT PREVENTION. ALTERNATE I.	(NOV 1991) (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES.	(APR 1984)
52.236-17	LAYOUT OF WORK.	(APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.	(FEB 1997)
52.243-5	CHANGES AND CHANGED CONDITIONS.	(APR 1984)
52.246-21	WARRANTY OF CONSTRUCTION -- ALTERNATE I.	(MAR 1994) (APR 1984)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I.	(MAY 2004) (SEP 1996)

(End of Section I)

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Transmitting Station Site Plan
- J.2 Topographic Survey Drawings, prepared by INCO-Lab
- J.3 Soil Report, prepared by INCO-Lab
- J.4 Schedule of Deliverables
- J.5 IBB CAD Standards
- J.6 Equipment Shelter Drawings
- J.7 Electrical One-line Diagram
- J.8 Radial Ground System Drawings
- J.9 Transmission Line Support Drawings
- J.10 List of Skills and Equipment for Installation of Transmission Lines

(End of Section J)

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238990 entitled "All other specialty trade contractors".
- (2) The small business size standard is \$12,000,000.
- (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) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (c) applies.
- (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause #</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUNE 1988)

(a) The Specifications cited in this Solicitation may be obtained from:

International Broadcasting Bureau
American Embassy Kuwait
Attn: IBB Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

Telephone: 965-456-2751/2/3
Fax: 965-456-2754

(b) The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

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

The Government contemplates award of a firm-fixed-price construction contract resulting from this Solicitation.

(End of provision)

L.3 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 Contracting Officer, BBG/IBB Kuwait Transmitting Station, Umm Al-Rimam, C/o American Embassy, Kuwait Block 6, Masjed Al Aqsa Street, Bayan, P.O. Box 77, Safat, Kuwait 13001.

(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.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 this/these address(es): <http://www.arnet.gov/far/>.

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.	(APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION.	(JAN 2004)
52.236-28	PREPARATION OF PROPOSALS --CONSTRUCTION.	(OCT 1997)

(End of provision)

L.5 SITE VISIT

(a) The clauses at 52.236-2, entitled “Differing Site Conditions” and 52.236-3, entitled “Site Investigations and Conditions Affecting the Work” will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits, to be conducted only during normal station duty hours, shall be coordinated in advance by contacting:

International Broadcasting Bureau
American Embassy Kuwait
Attn: IBB Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

Telephone: 965-456-2751/2/3
Fax: 965-456-2754

(c) Offerors are advised that any remarks and explanations made during their site visit will not change or qualify in any manner the terms and conditions of this solicitation. Any questions or clarifications desired by an Offeror shall be submitted to the Contracting Officer in writing, allowing sufficient time for a response prior to the due date for submittal of initial proposals. This solicitation and its inclusive Specification will remain unchanged unless the solicitation is formally amended in writing.

L.6 SOLICITATION QUESTIONS

(a) Offerors are advised that any questions or clarifications desired by an Offeror shall be submitted to the Contracting Officer in writing **no later than** two weeks from the "Date Issued" shown in Block 3 of the SF-1442 cover page to this Solicitation. Offerors are advised that any remarks and explanations made during a site-visit to the IBB - Kuwait Transmitting Station will not change or qualify in any manner the terms and conditions of this Solicitation. This solicitation and its inclusive Specification will remain unchanged unless the solicitation is formally amended in writing by the Contracting Officer.

(b) Offerors shall submit written questions to:

International Broadcasting Bureau
American Embassy Kuwait
Attn: IBB Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

L.7 SUBMISSION OF PROPOSALS

(a) Proposals shall be submitted **via hard copy only** in sealed envelopes or sealed packages in accordance with the below Sections L.8 and L.9. Proposals shall be addressed to:

International Broadcasting Bureau
American Embassy Kuwait
Attn: IBB Station Manager
Block 6, Masjed Al Aqsa Street,
Bayan
P.O. Box 77, Safat,
Kuwait - 13001

(b) Pursuant to FAR 52.214-34, the Offeror's proposal (technical and price) shall be submitted entirely in the English Language and be in Kuwaiti Dinars. This also includes any technical data submitted (e.g., catalog cut sheets, specification data) to support equivalency or explain the approach to be used. Any information submitted in a language other than English or using currency other than Kuwaiti Dinars (KD) will not be read or considered by the Government.

L.8 INSTRUCTIONS FOR PREPARING PRICE PROPOSALS

(a) The Offeror shall submit one original (and no copies) of the Price Proposal.

(b) The Offer shall include a cost breakdown of his total price to allow costs for the major, individual elements of work (including design activities, construction of shelters, installation of transmission lines, installation of radial ground system, cable trenching and routing, and any other significant cost items) to be evaluated.

(c) For each item of experience cited in below Paragraph L.9 (b) (2), the Offeror shall provide the name and location of the project; major elements of work performed by the Offeror; contract award-date, and the name, organization, title, and telephone number of a customer point-of-contact who can serve as a reference for cited example. Contacts must be reachable and reply within 72 hours or their information may not be used.

(d) The Offeror shall identify the name and role of any proposed subcontractor.

(e) The Offeror shall submit a completed Section K (Representations, Certifications and Other Statements of Offerors) from Section K.1 of the RFP.

L.9 INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS

(a) The Offeror shall submit one original (and two copies) of the Technical Proposal to the IBB Station Manager in Kuwait at the address shown in above Section L.7. Each Technical Proposal will be evaluated strictly on the Technical Evaluation Criteria stated in Section M of this RFP. Offerors should carefully review Section M to determine the relative importance of the individual criteria. In order to ensure 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.

(b) The Offeror's technical proposal shall address:

(1) Technical Approach: Offerors shall describe their proposed technical approach to perform the work specified herein. The Offeror shall describe how the work will be performed, considering the location and other site constraints of the project. The Offeror shall submit a preliminary project schedule as part of their technical approach.

(2) Past Experience: Offerors shall provide examples of recent (within the past 5 years) experience in projects of similar scope as specified herein. Offerors shall describe similar design and construction projects in terms of: (a) locations and values in Dinars and (b) names of Customers and their contact telephone numbers [i.e., the point of contact who can verify performance].

(3) Management Approach: Offerors shall describe their proposed approach to manage the work specified herein. Specifically, the Offeror shall describe their plans for: (a) design coordination; (b) safety and personal injury prevention; (c) project management; and (d) quality control. In addition, the Offeror shall describe its management approach to deal with constraints of the project (e.g., location, logistics, site conditions, performing work around the station's operating schedule, etc.).

(c) Offerors shall also include a statement that the Offeror will fully comply with all requirements of this Solicitation, including all Attachments.

L.10 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS

Pursuant to FAR Subpart 36.204, Offerors are hereby notified that the estimated price for the work prescribed herein is between \$250,000 and \$500,000.

(End of Section L)

SECTION M -EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION

(a) Pursuant to FAR Subpart 15.304 (e), Offerors are hereby notified that the basis for award will include: (1) technical evaluation factors (i.e., technical approach, experience, and management approach); (2) price evaluation; and (3) past performance - with all non-price evaluation factors (technical and past performance), when combined, being equal to cost or price.

(b) the TEP will evaluate each Offeror's Technical Proposal using:
(1) qualifiers/modifiers (strengths, weaknesses, deficiencies);
(2) risk ratings (Low/Medium/High); and
(3) adjectival ratings (excellent, highly satisfactory, satisfactory, marginal, unacceptable).

(c) Offerors are hereby notified that the subcontracting evaluation required by FAR 15.305 (a) (5) will not be performed.

(d) The Offeror's past performance related to: (1) compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see Subpart 19.7); (2) monetary targets for SDB participation (see 19.1202); or (3) notifications submitted under 19.1202-4(b) are irrelevant since these requirements pertain to bundled contracts, and as such, are not applicable to this procurement.

M.1.1 PRICE AND QUALITY OF PAST PERFORMANCE EVALUATION

(a) The Offeror's "Total Proposed Price", will be compared to the Independent Government cost estimate and each Offeror's price will be ranked by price; with the lowest price being ranked the highest.

(b) The Government will evaluate the degree to which the Offeror successfully performed the work cited in response to above Section L.9 (b) (2). The success of the Offeror on previous contracts of similar size and scope will be used as one indicator of an Offeror's ability to perform the contract successfully. Past performance will be subject to a risk assessment and will be limited to the relevant experience of the Offeror. In assessing the risk, an adjectival risk assessment shall be assigned using the following adjectives:

Very Low Risk - Based on the Offeror's performance record, essentially no doubt exists that the Offeror shall successfully perform the required effort.

Low Risk - Based on the Offeror's performance record, little doubt exists that the Offeror shall successfully perform the required effort.

Moderate Risk - Based on the Offeror's performance record, some doubt exists that

the Offeror shall successfully perform the required effort.

High Risk - Based on the Offeror's performance record, substantial doubt exists that the Offeror shall successfully perform the required effort.

Neutral Treatment - No performance record identifiable.

(c) Pursuant to FAR 15.305 (a) (2) (iv), in the case of an Offeror with-out a record of relevant past performance or for whom information on past performance is not available, the Offeror will be evaluated neutrally on past performance.

M.1.2 TECHNICAL FACTORS EVALUATION

The Technical Factors listed below will be used to determine the merits of each Offeror's technical proposal. Per FAR 15.305 (a), Offerors will be evaluated on the narrative description of their:

(1) Technical Approach [40 % of the technical proposal evaluation]: The Offeror's written Technical Proposal will be evaluated on how well it responds to the technical requirements of the RFP. The TEP will assess the feasibility of the Offeror's technical approach and the Offeror's preliminary project schedule in order to determine if the Offeror has the ability to successfully perform the work specified in the SOW. This assessment will be based on evaluation of the Offeror's description of how the work will be planned and performed as prescribed in Sections L & M of the RFP.

(2) Past Experience [40 % of the technical proposal evaluation]: The Offeror's written Technical Proposal will be evaluated on the extent to which the Offeror's cited past experience is relevant to the work required by the RFP. The Government will determine the relevancy of the Offeror's past experience as one indicator of an Offeror's ability to perform the contract successfully. The Offeror's description of past or current contracts, particularly those demonstrating experience with design and construction projects of similar size and scope required herein, will be evaluated as prescribed in Sections L & M of the RFP.

(3) Management Approach [20 % of the technical proposal evaluation]: The Offeror's written Technical Proposal will be evaluated to determine the Offeror's ability to manage the work specified in the RFP, as demonstrated by the Offeror's proposed plans [equally weighted] for: (a) design coordination; (b) safety and personal injury prevention; (c) project management; and (d) quality control. In addition, the Government will evaluate the Offeror's management approach on dealing with constraints of the project (e.g., management of consultants and subcontractors, management of local labor, remote location, logistics, site conditions, performing work around the station's operating schedule as prescribed in Sections L & M of the RFP).

M.3 NEGOTIATION

The Government intends to evaluate offers and award a contract without discussions with Offerors. However, if discussions are necessary, the Contracting Officer will enter into such discussions (concerning both price and technical issues, if any) with those Offerors whose responses to this Solicitation fall within the competitive range. Determination of the competitive range, if necessary, will be established by the Contracting Officer after evaluation of technical and price proposals. The Contracting Officer will determine which proposals are in the competitive range in accordance with the procedures set forth at FAR Subpart 15.306 (c).

M.4 COMPETITIVE RANGE

If discussions are necessary, the Contracting Officer may establish the competitive range after evaluation of all technical and price proposals. All Offerors in the competitive range will have the opportunity to respond to TEP questions via the submission of revisions, changes, or additions to its Technical Proposal, known as Final Proposal Revisions (FPRs). All Offerors in the competitive range will be informed simultaneously of the closing of negotiations and establishment of a common date and time for receipt of FPRs, which will be the final date and time that revisions, changes, or additions to initial proposals will be accepted by the Government. The TEP will then evaluate the FPRs and submit a Final TEP report to the Contracting Officer.

M.5 SOURCE SELECTION

As prescribed in FAR 15.302, the objective of source selection is to select the proposal that represents the "Best Value" to the Government; i.e., the greatest overall benefit in response to the requirement. The Source Selection Authority (SSA), i.e., the Contracting Officer, will determine the "Best Value" after conferring with the Source Selection Board (SSB). The Contracting Officer will consider the factors stated herein to determine best value.

M.6 BASIS FOR AWARD

(a) The contract award shall be made to that responsible Offeror whose offer represents the best value to the Government. The Government shall determine the best value based on the Technical, Past Performance, and Cost/Price Factors and any corresponding subfactors, if applicable, described in this document and the decisional rules set forth below.

(b) The Government intends to award the contract on the basis of offers received as a result of the Solicitation (RFP), without any further discussions. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in the competitive range, if needed, and to permit such Offerors to revise their proposals. Per FAR 15.306(c)(2), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient

competition among the most highly rated proposals.

(c) The Government reserves the right to make an award to other than the lowest priced offer or to make an award to other than the offer with the highest technical rating/best risk assessment if the Contracting Officer determines that to do so would result in the best value to the Government. In the event that Offerors are considered essentially equal in the non-price factors, cost/price may become the deciding factor.

[End of Section M]

[End of Solicitation]