

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 09-Jun-2023	4. REQUISITION/PURCHASE REQ. NO. N6843830613U50		5. PROJECT NO.(If applicable)	
6. ISSUED BY DLA MARITIME PUGET SOUND ATTN: WILLIAM MORIWAKI 467 W ST BREMERTON WA 98314		CODE SPMYM2	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. SPMYM223Q0907	
				X	9B. DATED (SEE ITEM 11) 14-Mar-2023	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to : Extend due date to 6/13/2023 @ 5:00 pm Updated specification added to original solicitation.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		09-Jun-2023	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 12-May-2023 11:00 AM to 13-Jun-2023 05:00 PM.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from:

FNL VS-1500SC-250CS-011500 Gallon Bulk storage tank for liquid Argon PLEASE SEE
SPECIFICATIONS BRAND NAME OR EQUAL TO- MFR: Chart PN: FNL VS-1500SC-250CS-
01 Manufacturer's Name: _____ Brand:

_____ No:

NOTE: VENDORS QUOTING EQUALS
MUST SUBMIT THEIR BID WITH SPECIFICATIONS FOR EVALUATION. BIDS RECEIVED FOR EQUALS
WITHOUT SPECIFICATIONS WILL BE CONSIDERED AS NON-RESPONSIVE. PLEASE QUOTE BEST
POSSIBLE DELIVERY.

To:

FNL VS-1500SC-250CS-011500 Gallon Bulk storage tank for liquid Argon PLEASE SEE
SPECIFICATIONS BRAND NAME OR EQUAL TO- MFR: Chart PN: FNL VS-1500SC-250CS-
01 Manufacturer's Name: _____ Brand:

_____ No:

NOTE: VENDORS QUOTING EQUALS
MUST SUBMIT THEIR BID WITH SPECIFICATIONS FOR EVALUATION. BIDS RECEIVED FOR EQUALS
WITHOUT SPECIFICATIONS WILL BE CONSIDERED AS NON-RESPONSIVE. PLEASE QUOTE BEST
POSSIBLE DELIVERY. Note: The delivery location should be outside Building 7000 (south end)

The following have been modified:

SPECIFICATIONS

1 SCOPE

This specification reflects those characteristics that are essential to the minimum needs of the government for a 1500 gallon bulk liquid argon tank. It is the government's intent that a single (primary) contractor be awarded this contract and be responsible for the accomplishment of all work detailed by this specification.

2 APPLICABLE DOCUMENTS

The following documents form a part of this specification to the extent specified herein. Unless otherwise indicated, the issue in effect on the date of an invitation for bids or a request for proposals shall apply.

2.1 SAFETY REQUIREMENTS

- Safety Requirements For TRIDENT Refit Facility (TRF), Bangor

A copy of this document is attached to this specification (See Enclosure 1).

2.2 ADDITIONAL SAFETY REQUIREMENTS In addition to the safety requirements specified in Paragraph

2.1, the following is requisite:

2.3 CRANE/WEIGHT HANDLING EQUIPMENT REQUIREMENTS

- Management of Weight Handling Equipment (June 2016) – NAVFAC P-307.

A copy of this document can be provided upon request.

3 GENERAL REQUIREMENTS

3.1 GENERAL DESCRIPTION OF SYSTEM - The following shall meet the minimum government requirements for a Bulk Liquid Argon Tank.

3.4.1 WORK INCLUDED - The Contractor shall be responsible for the following:

- Design, manufacture, test and groom all equipment required to provide a complete system and in accordance with the requirements specified herein.
- All shipping, crating, and rigging costs associated with the transport and delivery of the equipment specified herein.
- Complete documentation and organization of all technical data which applies to the operation, maintenance, repair and testing of the specific equipment.

3.4.2 WORK NOT INCLUDED - The government/receiving activity will provide:

- Air, electrical and other utilities services as required for the proper operation of the equipment unless otherwise stated herein.

3.5 CONDITIONS OF SERVICE AND PERFORMANCE - The following service and operational conditions shall apply to the equipment delivered under this specification.

3.5.1 Environmental Conditions - The specified equipment will be operated in an outdoor industrial environment, subject to high winds, driven rain, sleet and snow, and shall be capable of continuous operation over an extended period of time with minimal maintenance and upkeep.

3.5.2 Lifting and Handling - The specified equipment shall be equipped with four “maximum load” (including the weight of loaded fuel, etc.) crane lifting capable padeyes.

3.5.4 Asbestos – No asbestos products/materials shall be used in any components (i.e. gaskets, etc.) of the equipment. The equipment shall be asbestos free.

3.6 GENERAL EQUIPMENT REQUIREMENTS:

3.6.1 Standard, Off The Shelf Components - All materials and parts comprising the system shall be new, of current design and manufacture, and shall not have been in prior service except as required for factory testing. Standard, off the shelf components with proven reliability shall be used wherever possible to increase performance reliability and reduce costs. The system components shall be one of the manufacturer’s current production models which, on the day this solicitation is issued, has been designed, engineered and sold, or is being offered for sale through advertisements or manufacturer’s published catalogs or brochures. System components such as a prototype unit, pre-production model, or experimental unit DO NOT qualify as meeting this requirement. The system shall be complete, so that when connected to the utilities identified herein, it can be used for the function for which it is designed and constructed.

3.6.2 Painting - All surfaces shall be painted in conformance with the manufacturer’s standard practices and good workmanship. Painting shall result in a highly wear-resistant finish, which guarantees continued protection to the surfaces covered against the specified environment under all service conditions. The manufacturer’s standard color shall be provided. **Lead base or chromium base paints are prohibited.**

3.6.3 Caution - Warning Plates - Corrosion resistant “Caution” or “Warning” plates shall be securely attached to system components in visible locations, with any safety precautions to be observed by the operator or maintenance personnel permanently marked on the plates.

3.6.4 Identification Plate - An identification plate shall be furnished with the system. A nameplate shall be affixed to each major component of the system showing the manufacturer’s name, equipment model, year of manufacture, and any other pertinent information for identifying the part as a unique component of the system.

3.6.5 Asbestos – No asbestos products/materials shall be used in any components (i.e. gaskets, etc.) of the equipment. The equipment shall be asbestos free.

3.6.6 New Developments - The contractor shall identify any new developments that would improve the efficiency, accuracy or productivity of the equipment or would decrease its operating costs. The contractor shall notify the Contracting Officer and technical POC in order that the new developments may, at the Government's option, be included in the equipment. Reports of such developments shall be addressed to the Contracting Officer.

3.7 **EQUIPMENT TO BE PROVIDED - One (1) 1500 Gallon Liquid Argon Tank complete with appropriate valves, safety devices, vaporizers, etc. for storing and dispensing liquid argon and low pressure gaseous Argon.**

3.8 **LIFTING AND RIGGER SERVICES** - The contractor shall provide all material handling equipment (including a crane if necessary) required to unload the specified equipment, and shall provide qualified personnel to operate it by the contractor.

3.8.1 **Crane/Weight Handling Equipment (When Used as a Crane) Services** - All weight handling evolutions (necessary to unload the tank) where a load is suspended from any type of weight handling equipment shall conform to the requirements of NAVFAC P-307 (June 2016) Management of Weight Handling Equipment. Applicable sections of P-307 include "Contractor Operated Cranes", "Operator Licensing", "Rigging Gear and Miscellaneous Equipment", and "Appendix P – Contractor Crane (or Alternate Machine Used To Lift Suspended Load) and Rigging Gear Requirements". The contractor shall prepare the "Certificate of Compliance" and the "Contractor Crane or Rigging Operation Checklist" in P-307 Appendix P. Each lift shall require the submission of a Lift Plan, and approved by the receiving activity's weight handling engineering department. The Lift Plan shall meet the requirements listed in the NAVFAC P-307. Additional site specific requirements may be found in the attachments to this document.

3.9 **INSTALLATION SUPPORT SERVICES PROVIDED BY THE GOVERNMENT** - The activity will provide the following in support of the installation:

3.9.1 **Receiving Activity Point Of Contact** - Upon contract award, the receiving activity (TRIDENT Refit Facility, Bangor Site) shall designate a Receiving Activity Point of Contact who shall be responsible for appropriate surveillance and coordination of all services to be performed under this contract. The Receiving Activity Point of Contact shall serve as the contractor's primary contact for all interaction with government activities.

3.12 **TECHNICAL DATA TO BE PROVIDED**

3.12.1 **Operator / Maintenance / Repair Manuals** - The equipment shall be furnished with two (2) hard copies of the manufacturer's standard Operation, Maintenance, and Repair Manual(s), bound in durable three ring binder(s). The manuals shall include all mechanical and electrical schematics showing discrete components/block diagrams/wiring diagrams with inputs and outputs identified/system electrical interface documents and drawings for the specific model of all machine equipment/drives/controls supplied. The information contained in the manual(s) shall reflect the unit and its components in the "as built" configuration. The information contained in the manual(s) shall be adequate to permit trouble shooting and repair of the equipment by journeymen level personnel. The information contained in the manual(s) shall be in the English language. The information contained in the manual(s) shall be in imperial units of measure. The vendor shall provide a "no asbestos used" statement, certifying that all products/materials (i.e. gaskets, etc.) used in the components of the equipment does not contain asbestos. The contractor shall provide a list of recommended consumable spare parts and possible sources for procurement.

3.12.2 **Contractor Provided Design** - The designated equipment shall be designed by a qualified engineer. It shall be designed to withstand an industrial environment. The design drawings and calculations shall have sufficient details for proper evaluation by the government. Allow for 14 calendar days for review by the government of the submittal. No fabrication or manufacturing shall commence until the design is approved and comments addressed.

3.13 **WARRANTY** - Supplies and services furnished shall be covered by warranty from defects in design, materials and workmanship. The warranty shall be the manufacturer's standard commercial warranty, which shall conform to all the requirements of the contract. Acceptance of the manufacturer's standard commercial warranty shall not minimize the rights of the government under clauses in the contract, and in any conflict that arises between the terms and conditions of the contract and manufacturer's warranty, the terms and conditions of the contract shall take precedence. The warranty period shall commence from the date of acceptance. All warranty work shall be provided by a factory authorized distributor.

4 **QUALITY ASSURANCE PROVISIONS**

4.1 **RESPONSIBILITY FOR INSPECTION** - The Contractor shall be responsible for the performance of all inspection requirements (examinations and tests) as specified herein. The government reserves the right to perform any of the inspections set forth in this specification, where such inspections are deemed necessary to assure supplies and services conform to the prescribed requirements.

4.2 **RESPONSIBILITY FOR COMPLIANCE** - All items shall meet all requirements of this specification. The inspection(s) set forth in this specification shall become part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of assuring that all products or supplies submitted to the government for acceptance comply with all requirements of the contract. Sampling inspections, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements; however, this does not authorize submission of known defective material, either indicated or actual, nor does it commit the government to accept defective material.

4.3 INSPECTION/TESTING AT ORIGIN - Basic performance tests (prior to shipment) shall be conducted by the manufacturer on the primary equipment and all associated equipment to the extent practicable, to demonstrate functionality, to ensure contract requirements are being met. The tests may be performed by the contractor, either by personnel of their service organization directly, or by an independent testing agency. The contractor shall contact the government a minimum of two (2) weeks (NOTE: Longer on complex projects) before the completion of the manufacturing of the specified equipment. This shall allow the government the option of sending their technical representative(s) to witness the tests, and to ensure contract requirements are being met, prior to shipment of the unit to the government.

4.4 INSPECTION/TESTING AT DESTINATION

4.4.1 Initial Test And Grooming - The equipment delivered with the system shall be inspected by the government for mechanical and electrical integrity as follows: All welds shall be inspected for integrity and appearance. Surfaces shall be examined for sharp edges and burrs. Fasteners shall be checked for tightness and if fixed to prevent loosening due to vibration. Paint will be checked for flaking and blistering. Electrical requirements shall be examined for compliance to the National Electrical Code, (NFPA 70/79). The fit of parts shall be observed, with particular reference to the interchangeability of those that are likely to require replacement. Faults will be duly recorded and presented to the contractor for rectification.

4.4.2 Operational Tests - Upon satisfactory completion of the tests above, the equipment shall be set up for an operational test and evaluation. The government shall demonstrate the ability of the equipment to perform as required in this specification. All equipment functions shall be exercised to the extent necessary to prove proper operation in accordance with specification requirements. The system shall function, without failure, for the duration of this test period. If a failure occurs during the test period, repairs shall be immediately affected by the Contractor, and the tests shall be restarted from the first test. Three failures without completion of the test period shall be considered cause for rejection of the system. For the purpose of this test, a "failure" is defined as any equipment malfunction, which requires remedial action to restore the system to full operation in accordance with contract specifications.

4.5 PROVISIONS FOR REPAIR AND RETEST - In the event of a test failure, the contractor, at their discretion, may elect to correct the failed condition and request a retest of the system (vs. shipping the equipment back to the manufacturer for repairs).

4.6 FINAL ACCEPTANCE - Final acceptance shall be upon satisfactory completion of installation, inspection and testing of the system (as outlined in this specification).

5 DELIVERY

5.1 It is required that all equipment, goods and services (including final acceptance outlined in paragraph 4.6) identified in this specification, shall be completed prior to 270 days post contract award.

5.2 The Receiving Activity Officer shall be notified no less than one week prior to the arrival at the site of the specified equipment and/or contractor personnel.

5.3 Material transportation from the manufacturer's facility to the work site shall be the responsibility of the contractor. Limited secured storage areas at the facility will not permit the government to store material for extended periods of time. Early shipment of materials, without the permission of the receiving activity shall be refused.

5.4 Packing Material - The use of shredded paper, whether newspaper, office scrap, computer sheets, or wax paper, in packing material for shipment to Navy activities, is prohibited.

5.5 It is the government's intent that the Contractor delivers a fully operational and functional system meeting the requirements stated herein prior to acceptance by the receiving activity and final payment by the government. Delivery of this system shall occur when all deliverable items of this contract have been received, installed and made operational and the contractor has demonstrated and the receiving activity has confirmed that the system meets or exceeds the requirements set forth in this specification and is ready for government use.

6 GENERAL NOTES

6.1 RESPONSE TO REQUEST - As a part of the response to this request, descriptive literature shall be furnished in sufficient detail to show that the proposed design will meet these specifications. Vendor submittals shall include brochures of the model being submitted, assembly sketches with critical dimensions, sketches (with dimensions) of all tooling provided, statements of compliance with specification, and performance statements with special attention to the key performance criteria stated herein.

6.2 ADMITTANCE TO THE WORK SITE:

6.2.1 Upon contract award, employees or representatives of the Contractor who require access to the Receiving Activity's facility at Naval Base Kitsap, Bangor (NBK, Bangor) shall be admitted to the work site only after they

have been issued an appropriate Naval Region NW visitor security badge which is obtained at NBK, Bangor Pass & ID Office (located outside the NBK, Bangor Trident/ Main Gate).

6.2.2 Navy Region NW badge is required to gain access through the Operational Area Gate, or Waterfront Restricted Area, and is obtained through the on-line Base Authorization and Visit Request (BAVR) computer system. The prime contractor will need to submit all badge requests for their personal and for sub-contractor personnel. To request a Navy Region NW badge, Go on line to "<https://www.bavr.cnmc.navy.mil>, and submit a request for a badge, a minimum of five (5) business days prior to arrival. All requested information highlighted in red is mandatory. Type N/A for "Driver's License Information". The "Command you are visiting" is: "Trident Refit Facility (TRF)" (or "NBK Bangor"). The "Company Name or Command" and "Work Phone" is your company/command information. The "Originating Command Security Officer Information" is Bruce Girkin, bruce.girkin@navy.mil. The "Sponsor E-Mail" for an on-line badge should be: dana.s.spangler@navy.mil (Dana Spangler, 360-689-8791). In the "Purpose of Visit" box, please explain in detail the purpose of your visit, and include the Contract Number, the Receiving Activity Point of Contact (name and telephone number) and ALL the buildings/areas/piers you are visiting. The "Start Date" is the day you expect to pick up your badge (you cannot pick it up early, even if approvals are completed). The "End Date" is the last date of your visit. Also send a copy of the contract (or contract modification if the delivery date has been changed) to Aaron Peal at the e-mail address listed above. You will be notified at the e-mail address you provided, when all approvals have been completed. If the BAVR computer system doesn't work, try different search engines ("Firefox" search engine seems to work the best). If BAVR still doesn't work contact the Receiving Activity Point of Contact or our security manager, Dana Spangler, 360-689-8791 to schedule a visit(s), and shall provide the following information:

- * Full Legal Name

- * US Citizen Status

- * All Company Contact Information

- * Contract Number

6.2.3 Visitors must show proof of US Citizenship (at the NBK Bangor Pass & ID Office, located outside Bangor's Main Gate (Trident Boulevard), by having an original active US Passport, an "Enhanced Driver's License", or an unlammented official birth certificate.

6.2.4 Truck delivery personnel only need to show their Bill of Lading and show proof of US Citizenship (at the NBK Bangor Pass & ID Office) by having an original active US Passport, Enhanced Driver's License, or an unlammented official birth certificate. All deliveries must pass through the base Truck Inspection Station. All delivery vehicles are subject to inspection. Drivers should expect delays due to heightened security.

6.2.5 Notice: Persons who are currently on probation or parole from a felony conviction cannot qualify for security clearances, and will be denied access to the activity.

6.2.6 It shall be the Contractor's responsibility to collect, account for all identification passes issued to their personnel at the expiration of the contract or when access is no longer required. All NBK Bangor Pass & ID Office issued badges and identification passes must be returned back to the NBK Bangor Pass & ID Office no later than the expiration date.

6.2.7 Foreign Nationals or Affiliations - Foreign Nationals (non-U.S. Citizens) or persons affiliated with, or employed by, a foreign, or foreign owned company will not be granted access without proper NBK Bangor Commanding Officer's written approval. Please note that All NBK Bangor Command Foreign Nationals or Affiliations visit request must be submitted sixty (60) days prior to a requested visit date.

6.2.8 Identification. All Contractors shall clearly identify themselves as contactor personnel.

6.3 RESTRICTIONS:

6.3.1 Parking - Vehicles and equipment required by the Contractor to complete this contract must be registered with Security. Forms for obtaining vehicle passes and permits may be obtained from the Receiving Activity Point of Contact. Parking is available at or near the work site or at other authorized areas on the station. Contractor vehicles must be marked on the outside with the company name or logo or both. Failure to comply will result in ticketing and/or loss of vehicle privileges.

6.3.2 Regular Working Hours - All work is to be performed during TRF, Bangor's regular work hours from 6:30 a.m. to 3:00 p.m., Monday through Friday except for Federal Holidays. If the Contractor desires to work on Saturdays, Sundays, holidays, or outside the regular or specified hours/days, the Contractor shall submit a request to the Receiving Activity Point of Contact, for approval a minimum of two (2) working days prior to the anticipated work date. In no event shall a Contractor carry on work outside the hours and days specified in the contract without prior approval.

6.3.3 Restricted Colors - TRF, Bangor uses the colors magenta and yellow to identify specially controlled materials. The Contractor is specifically prohibited from using magenta and yellow colored plastic wrapping materials or bags, tape, or other covering materials.

6.3.4 Radio Restrictions - Operation of privately owned citizens band or amateur radio equipment (receive and transmit) within the geographic limits of the activity is prohibited. All radio equipment installed in privately owned motor vehicles must be turned off upon entering the premises.

6.3.5 Contractor Electronic Devices – Use of such devices, including cell phones, and computers shall not be capable of photography or digital recording by contractor personnel at TRF, Bangor is restricted. This includes personally owned Portable Electronic Devices (PEDs) that are used for storing data, including but not limited to removable storage devices (e.g. memory sticks rewriteable CDs and DVDs, Zip and floppy disks). Contractors requiring such devices in the performance of this contract shall have the equipment inspected and approved by the PSNS & IMF Information Assurance office, located in Bremerton, WA. If this equipment is needed, it must comply with the photography regulations. Please contact Receiving Activity Point of Contact to make a request. Please allow at least 5 business days for required electronic devices to be approved.

6.3.6 Photography/Recording - Contractor personnel are prohibited from having personal reproduction equipment of any kind, including but not limited to photocopying, copying, and/or recording devices. This includes photographic equipment, tape recorders, or other recording devices in their possession while inside the Operations Area (OA). Contractors requiring the use of photographic equipment in TRF, Bangor spaces must request authorization through the TRF, Bangor security office. Please contact the Receiving Activity Point of Contact to make a request.

6.3.7 Prohibited Items - The items listed below are prohibited (and includes any other item, which the possession of is prohibited by Federal, State or municipal law, Department of Defense or Department of Navy instruction directive or policy).

6.3.7.1 Weapons or other dangerous materials of any kind, including but not limited to firearms, ammunition, knives (blades longer than 3-inches), explosives, incendiaries, personal defense aerosols/sprays.

6.3.7.2 Alcoholic Beverages of any kind and illegal to include marijuana.

7 PERSONAL HEALTH AND SAFETY

7.1 The Contractor shall provide their employees with all necessary safety equipment during the performance of work on this contract, and ensure their employees follow safe work practices. All contractor personnel shall have in their possession and shall properly wear OSHA approved personnel protective safety equipment (PPE) (i.e. hard-hats, safety shoes, safety glasses with permanently attached side shields, face protection and hearing protection; In addition, any special PPE required for the task or process, including the required training for the particular PPE). The Contractor shall provide all appropriate safety barricades, signs, and signal lights required to properly isolate the area of work.

7.2 All Contractors shall clearly identify themselves as contractor personnel.

7.3 Medical Treatment. Government emergency vehicles and medical personnel shall only be used in emergency situations affecting contractor personnel whose life may be in danger or who are seriously injured. Government facilities may be used in these instances as the first point of treatment. Transfer to a non-government medical treatment facility shall be made as soon as possible and as determined by attending medical authorities.

8 WORK SITE INFORMATION

8.1 Regular Working Hours/Shifts. Regular working hours is normally 8 hours (6:30 am to 3:00 pm), with a 30-minute lunch break, Monday through Friday. Working hour variations may be requested by contractor personnel, and approved by the Receiving Activity Point of Contact.

8.2 Holidays and Shutdown Periods. All shutdown periods, when directed by the Commanding Officer, are normally associated with holidays or inclement weather. Naval Base Kitsap policy is to continue operations during adverse weather. Severe weather may cause an electrical power outage, or snow, ice, or wind conditions may cause the base to remain closed. Other shutdown periods may be declared by Executive Order. Contact the Surveillance Officer regarding severe weather or Executive Order shutdown information. The contractor shall not be required to work during designated shutdown periods. Holidays observed by the contractor shall include all legal holidays observed by the government. These holidays are:

New Year's Day

Labor Day

Martin Luther King Day
 President's Day
 Memorial Day
 Juneteenth
 Christmas Day

Columbus Day
 Veterans' Day
 Thanksgiving Day
 Independence Day

8.3 Overtime is not authorized (unless approved in advance). Overtime is defined as hours worked in excess of the employee's normal workweek. The normal workweek is defined as forty (40) hours.

8.4 Nothing contained in the specifications shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations, including the obtaining of licenses and permits that may be required for the Contractor or Subcontractor(s) to perform a particular function, such as hazardous waste handling or disposal, for example.

ENCLOSURE 1

SAFETY REQUIREMENTS FOR THE TRIDENT REFIT FACILITY (TRF), BANGOR SITE

SCOPE

These specifications provide safety information and procedures required for any work performed at TRIDENT Refit Facility (TRF), Bangor Site. This does not include additional safety requirements from Naval Base Kitsap at Bangor which is the host activity at Bangor.

APPLICABLE DOCUMENTS

The following documents form a part of this specification. Unless otherwise indicated, the issue in effect on the date of a request for proposals or request for quotes shall apply.

National Fire Protection Association (NFPA)

NFPA 54 National Fuel Gas Code

NFPA 70 National Electric Code

NFPA 79 Electrical Standards for Industrial Equipment

Code Of Federal Regulations

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

29 CFR 1926 Safety and Health Regulations for Construction

(Application for copies should be addressed to Superintendent of Documents, Government Printing Office, Washington, DC 20402)

Washington State Administration Code (WAC)

WAC 173-60 Maximum Environmental Noise Levels

I. GENERAL REQUIREMENTS

a. All documentation/correspondence and/or communication specified in these specifications shall be submitted to the Contracting Officer or their designated Government Representative.

b. Mutual Understanding Meeting. Prior to commencing work: The Contractor shall meet in conference with the Contracting Officer, and other necessary government personnel to discuss and develop mutual understandings regarding administration of the Safety Program, methods and schedules, security, and any other subject necessary for a smooth and successful operation.

c. Environmental & Safety Compliance, General Awareness Training, and Regulatory Interface

1. Contractors working at the TRF, Bangor are required to perform their work in compliance with all Federal, State, and local regulations pertaining to the environment at all times.

2. The contractor is responsible for complying with the safety regulatory notices or orders, including payment of any fines attributable to the contractor's conduct, regardless of whether or not the contractor is the name recipient of the notice, order, or fine.

3. The contractor is responsible to perform all duties and responsibilities for environmental and safety compliance set forth in this contract. The Contracting Officer can use failure to comply with the responsibilities for environmental and safety requirements as a basis for termination for default.

4. Failure to comply with or repeated violations of local, state, or Federal regulations can result in the violator(s) losing their access to TRF, Bangor or the operation being suspended until the Contractor can provide properly trained personnel. Certification of training shall be presented upon request by the Contracting Officer. The contractors (including its employees) loss of access to TRF, Bangor will not be considered by the Contracting Officer as a basis for an adjustment to the contract for additional costs incurred by the contractor.

5. The contractor shall be responsible for conducting routine inspections of the work and storage areas to maintain compliance with the cleanliness and safety requirements associated with this contract.

d. Definitions – Technical:

1. Contractor. The term Contractor refers to both the prime Contractor and subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract

II. HEALTH AND SAFETY

a. Personal Health And Safety

Contractor work performed at TRF, Bangor is typically in an industrialized area and is subject to OSHA Standards. The contractor shall conduct all work in a safe manner and shall provide all necessary safety equipment.

The contractor shall make the maximum use of low-noise emission equipment as certified by the Environmental Protection Agency. Applicable regulatory requirements for maximum environmental noise levels are published in the Washington Administrative Code, WAC 173-60. The contractor shall provide hazardous noise signs and label equipment wherever work procedures and equipment produce sound-pressure levels greater than 84 dB(A) steady state and/or 140 dB peak sound pressure level for impact or impulse noise, regardless of the duration of the exposure.

b. Compliance With OSHA

Contractor's personnel shall perform all work in accordance with the most current OSHA rules and regulations issued by the Department of Labor, as applicable.

For all electrical equipment installation, the equipment and its component parts shall be in compliance with the applicable OSHA regulations in accordance with CFR Title 29, Chapter XVII, Part 1910 and installed in accordance with NEC/NFPA requirements. Approval shall be as specified under the "Approval" and "Acceptance" criteria in the OSHA regulations Subpart "O", Machinery and Machine Guarding paragraph 1910.212 and Subpart "S" Electrical, paragraph 1910.303 and paragraph 1910.399.

The contractor shall ensure all hazardous material (e.g. hydraulic oil, lubricants, grease, ink, paint, etc.) that is delivered with the equipment, is properly labeled and a Material Safety Data Sheet (MSDS) for each hazardous material is provided, as outlined in OSHA paragraph 1910.1200. MSDS(s) shall be delivered to the Receiving Activity Point of Contract/Surveillance Officer (who will deliver the MSDS(s) to the appropriate Hazardous Material Coordinator for addition of the material to the shop Authorized Use List, and possibly have the material labeled (by the government) with a Hazardous Material barcode).

c. PCB Certification

Provide written certification from the manufacturer that any new equipment provided by this contract contains no detectable PCBs (less than two (2) parts per million (ppm)). The certification shall be on the manufacturer's letterhead and signed by a company official who is empowered to provide same. PCB Label Plate – A label plate containing the PCB Certification information shall be permanently affixed to the equipment in the vicinity of the manufacturer's identification plate. The certification label shall be engraved or etched on wear and corrosion resistant material.

d. Safety Equipment

During the performance of work under this contract, all contractor personnel shall have in their possession and shall properly wear OSHA approved personnel protective equipment (i.e. hard-hats, safety shoes, safety glasses and hearing protection and other PPE as necessary).

The Contractor shall provide all appropriate safety barricades, signs, and signal lights.

e. Safety Inspections

The contractor's workspace may be inspected periodically for compliance with OSHA Standards.

Abatement of violations will be the responsibility of the contractor and/or the government as determined by the Contracting Officer.

The Contractor shall provide assistance to the Safety Office escort and the federal OSHA inspector if a complaint is filed. Fines levied on the Contractor by federal OSHA offices due to safety/health violations shall be paid promptly by the Contractor.

f. Energy Control

Prior to commencement of ashore work, the contractor shall provide their 29 CFR 1915.89 compliant program/procedures to the Government's Representative. The contractor is required to meet with the Government's Representative and all affected Lockout-Tags-Plus Coordinators to discuss and coordinate lockout/tags-plus interfacing and work requirements.

The contractor shall notify all employees working in the area that Hazardous Energy Control work will be performed.

Contractor personnel shall ensure Hazardous Energy Control training is current and complies with 29 CFR 1915.89. Equipment provided by the contractor shall provide energy isolating devices (e.g. safety switches valves, etc.) to protect personnel from Hazardous energy. These energy isolating devices shall be designed and manufactured such that they can be locked to prevent inadvertent operation or unauthorized change. The contractor shall ensure all energy isolating devices installed or modified are capable of being locked. To include, but is not limited to, manual, mechanical and electrical devices.

Contractor personnel are required to know and understand all energy sources associated with their work, the means to control these sources of energy and to render the system inoperative before work can begin.

Government organizations representatives shall ensure adherence to the "Organizations that issues contracts" section located in OSHE Control Manual Chapter 250 Hazardous Energy Control.

Government representatives shall also make certain all contractors understand "Contractors and other Non-Shipyard Government Organizations Shall" section of the OSHE Control Manual Chapter 250 Hazardous Energy Control.

Contractor personnel are also required to know the Hazardous Energy Control policy that TRF, Bangor employees are working to.

g. Audible Noise Levels

The peak audible noise emitted by the equipment being installed by the contractor shall not exceed 84 decibels at the operator's work position, nor at any other point at a distance of three feet from the equipment, as measured on the "A" weighed scale of a standard sound level meter under all operating and service conditions.

h. Accident Reporting

The contractor shall submit to the Contracting Officer, using the cognizant regulatory agencies prescribed forms, exposure data and all accidents resulting in death, trauma, or occupational disease. Accident reports shall be submitted within 24 hours of their occurrence.

The contractor shall submit to the Contracting Officer a full report of damage to government property or equipment by Contractor employees. Damage reports shall be submitted within 24 hours of the occurrence.

i. Emergency Medical Care

Only emergency medical care is available in government facilities to contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. Reimbursement shall be made by the contractor to the Naval Regional Medical Center Collection Agent upon receipt of statement.

j. Fire Protection

The contractor and his employees shall know where the fire alarms are located and how to turn them on. The contractor shall handle and store all combustible supplies, materials, waste, and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire.

(End of Summary of Changes)