

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 of 104	
<i>Offeror to complete blocks 12, 17, 12, 24, & 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
				N00104-12-R-Q476		7/18/2012	
7. FOR SOLICITATION INFORMATION CALL:		A. NAME		B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE	
➔		CHRIS SEIER, CODE 0271.A9		(717) 605-2189		8/16/2012	
9. ISSUED BY			CODE: N00104	10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
NAVSUP WEAPON SYSTEMS SUPPORT - MECHANICSBURG 5450 CARLISLE PIKE, P. O. BOX 2020 MECHANICSBURG, PA 17055 CHRIS SEIER, CODE 0271.A9, BLDG 407 EMAIL: CHRIS.SEIER@NAVY.MIL PHONE 717-605-2189 FAX 717-605-7295 DSN 430				<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SDVOSB		<input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700)	
				SIC: 541519 SIZE STANDARD: \$25M		13b. RATING	14. METHOD OF SOLICITATION
15. DELIVER TO		CODE: N63134	16. ADMINISTERED BY:		CODE: N00104		
NAVAL COMPUTER AND TELECOMMUNICATIONS AREA MASTER STATION ATLANTIC DETACHMENT GUANTANAMO BAY CUBA PSC 1005, BOX 94 FPO AE 09593-1000 PHONE FAX: DSN EMAIL			SEE BLOCK 9				
17. CONTRACTOR/OFFEROR		CODE:	FACILITY:	18. PAYMENT WILL BE MADE BY:		CODE:	
				PHONE	FAX	DSN	
				EMAIL			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
							\$ -
							\$ -
							\$ -
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5, ARE ATTACHED.	ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.	ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER			
<input type="checkbox"/> CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FOR OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCKS), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE BLOCK 19.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT		37. CHECK NUMBER	
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41.c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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B.1.1 This Request for Proposal (RFP), N00104-12-R-Q476, is prepared in accordance with the format in FAR 12 and supplemented with additional information included in this notice. This is a COMPETITIVE 8(a) acquisition in accordance with FAR 19.805. The NAICS associated with this purchase is 517110 (Wired Telecommunication Carriers (Except Satellite)).

B.1.2 NAVSUP Weapon Systems Support (NWSS) intends to procure Technical support for the telephone-switching and outside cable plant networks that are in place, being installed, and / or future installations to promote efficient and effective operations of the voice / data networking at Guantanamo Bay (GTMO). The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of switching equipment and network connections. Further details are described in the attached Performance Work Statement (PWS), Attachment 1. This RFP seeks technical and price submissions for work to be done **ONSITE** at Guantanamo Bay, Cuba; reach-back and / or / remote OEM support may be required. The submissions shall provide resumes, National Agency Check (NAC) information, past performance information and pricing in accordance with the criteria in the Performance Work Statement (PWS) included in this RFP.

B.1.3 While discussions are not anticipated, the Government reserves the right to conduct such. Award will be Firm-Fixed Price (FFP) for the services detailed in the accompanying PWS.

B.1.4 Vendors should pay particular attention to the PWS section entitled “**Adverse Weather Conditions**.” DFAR provision 252.237-7024, Notice of Continuation of Essential Contractor Services and clause 252.237-7023, Continuation of Essential Contractor Services applies.

B.1.5 This requirement is unclassified. All personnel employed in the performance of the contract shall be subject to a favorable National Agency Check (NAC) in accordance with DON Facility Access Determination (FAD) program per SECNAV 5510.30 (series) articles 6-7 and 9-20. Requests for an NAC based upon this provision shall be submitted in a format (approved by the Government) by the contractor security manager for processing through the NCTAMS LANT Security Manager N008. The offeror, including partners / subcontractors and proposed candidates shall meet the required at the time of offer; “in progress / pending” or “will apply” is NOT acceptable.

B.1.6 The Contractor shall furnish the support services identified in the Performance Work Statement (PWS), Attachment 1.

B.2 CONTRACTING AUTHORITY

B.2.1 Contracting Officer (KO)

NAVSUP Weapon Systems Support – Mechanicsburg
Information Management/Information Technology Contracts Department
Daniel McMullan, Code 0271
5450 Carlisle Pike, P.O. Box 2020
Mechanicsburg, PA 17055

B.2.2 Procuring Contracting Officer (PCO)

NAVSUP Weapon Systems Support – Mechanicsburg
Information Management/Information Technology Contracts Department
Chris Seier, Code 0271
5450 Carlisle Pike, P.O. Box 2020
Mechanicsburg, PA 17055-0788

B. 2.3 KO and PCO Responsibilities

The Contracting Office KO/PCO will be responsible for resolving legal issues, determining contract scope, and interpreting contract terms and conditions. The KO/PCO is the sole authority authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the KO/PCO. These changes include, but will not be limited to the following areas: scope of work, contract prices, and contract terms and conditions.

The KO/PCO has the authority to perform any and all post-award functions of the Government in administering and enforcing this contract in accordance with its terms and conditions. In the event the Contractor effects any change at the direction of any person other than the PCO/KO, the change will be considered to have been made without authority and no adjustment will be made in the contract price or delivery dates as a result thereof.

Note: The KO designated above is based on the warrant level required for the total contract dollar value. The PCO above is responsible for all post award issues and will refer issues to the KO when required.

B.2.4 Contracting Officer Representative (COR): TBD

The Contracting Officer's Representative (COR) is the Government official appointed in writing by the Procuring Contracting Officer, and designated in the contract, who provides technical direction/clarification and guidance with respect to the contract specifications or PWS.

The COR is not an administrative Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the PWS in the contract.

B.2.5 Trusted Agent: TBD

B.2.6 Security Manager: TBD

B.3 SCHEDULE OF SUPPLIES/SERVICES AND PRICES

B.3.1 Period of Performance

The period of performance for this contract is TBD from the effective date of the contract shown in Block 3 of the Standard Form 1449. The estimated period of performance is for a 15 day phase in; one year base, three one-year options and a six-month option; 55 months total.

Phase In Period – 15 days

Base Period – One Year Period of Performance

Option Period One - One Year Period of Performance

Option Period Two - One Year Period of Performance

Option Period Three - One Year Period of Performance

Option Period Four - Six Month Option Period of Performance

B.3.2 Pricing Schedule

The following pricing schedule represents the Government's anticipated requirements. The offeror shall insert:

- Firm Fixed Prices for CLINs 0001, 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0002AF, 0003AA, 0003AB, 0003AC, 0003AD, 0003AE, 0003AF, 0004AA, 0004AB, 0004AC, 0004AD, 0004AE, 0004AF, 0005AA, 0005AB, 0005AC, 0005AD, 0005AE, 0005AF, 0006AA, 0006AB, 0006AC, 0006AD, 0006AE, and 0006AF.
- Applicable labor categories/rate/hours applicable to each separate CLIN, for evaluation purposes only.
- Total price proposed.
- Submit other than cost and pricing data; see Section M, pricing evaluation factors.

B.3.3. Schedule Pages:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>U/I</u>	<u>QTY</u>	<u>U / P</u>	<u>Total Price</u>
0001	Phase-in / Transition services for the period 15 September 2012 through 30 September 2012 (FY12)	Lot	1		\$0.00
0002	BASE PERIOD - 01 October 2012 through 30 September 2013 (FY13)				
0002AA	Telecommunications Infrastructure Technical Support*	Mo	12		\$0.00
0002AB	Dispatch/On Call/Recall - Central Office Technician – Short Term Dispatch (est. 4 Hour Blocks) IAW Section 4.1 of the PWS– FFP	Ea	10		\$0.00
0002AC	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Short Term Dispatch (est 4 Hour Blocks)- IAW Section 4.2 of the PWS– FFP	Ea	20		\$0.00
0002AD	Dispatch/On Call/Recall - Central Office Technician – Long Term Dispatch (est. 6 Hour Blocks) IAW Section 4.1 of the PWS– FFP	Ea	10		\$0.00
0002AE	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Long Term Dispatch (est 6 Hour Blocks)- IAW Section 4.2 of the PWS– FFP	Ea	20		\$0.00
0002AF	Remote maintenance support for the Avaya / NORTEL switches - OPTION	Mo	12		\$0.00
0002AG	Technical Data IAW Form 1423	Lot	1	NSP	NSP
	*For technical and Price evaluation purposes submit a table as follows for each CLIN 0002AA/AB,AC/AD/AE and AF:				
	SKILL SET	HOURS	FB RATE		
	Central Office Technician				
	Outside Plant Cable Splicing Technician				
	Outside Plant Cable Splicing Technician				
FY13 Subtotal					\$0.00

			U/I	QTY	U / P	Total Price
0003	OPTION PERIOD I - 01 October 2013 through 30 September 2014 (FY14)					
0003AA	Telecommunications Infrastructure Technical Support*					
0003AB	Dispatch/On Call/Recall - Central Office Technician – Short Term Dispatch (est. 4 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0003AC	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Short Term Dispatch (est 4 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0003AD	Dispatch/On Call/Recall - Central Office Technician – LongTerm Dispatch (est. 6 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0003AE	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Long Term Dispatch (est 6 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0003AF	Remote maintenance support for the Avaya / NORTEL switches - OPTION					
0003AG	Technical Data IAW Form 1423					
	*For technical and Price evaluation purposes submit a table as follows for each CLIN 0003AA/AB,AC/AD/AE and AF:					
	SKILL SET	HOURS	FB RATE			
	Central Office Technician					
	Outside Plant Cable Splicing Technician					
	Outside Plant Cable Splicing Technician					
FY14 Subtotal						\$0.00

			U/I	QTY	U / P	Total Price
0004	OPTION PERIOD II - 01 October 2014 through 30 September 2015 (FY15)					
0004AA	Telecommunications Infrastructure Technical Support*					
0004AB	Dispatch/On Call/Recall - Central Office Technician – Short Term Dispatch (est. 4 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0004AC	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Short Term Dispatch (est 4 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0004AD	Dispatch/On Call/Recall - Central Office Technician – Long Term Dispatch (est. 6 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0004AE	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Long Term Dispatch (est 6 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0004AF	Remote maintenance support for the Avaya / NORTEL switches - OPTION					
0004AG	Technical Data IAW Form 1423					
	*For technical and Price evaluation purposes submit a table as follows for each CLIN 0004AA/AB,AC/AD/AE and AF:					
	SKILL SET	HOURS	FB RATE			
	Central Office Technician					
	Outside Plant Cable Splicing Technician					
	Outside Plant Cable Splicing Technician					
FY15 Subtotal						\$0.00

			U/I	QTY	U / P	Total Price
0005	OPTION PERIOD III - 01 October 2015 through 30 September 2016 (FY16)					
0005AA	Telecommunications Infrastructure Technical Support*					
0005AB	Dispatch/On Call/Recall - Central Office Technician – Short Term Dispatch (est. 4 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0005AC	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Short Term Dispatch (est 4 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0005AD	Dispatch/On Call/Recall - Central Office Technician – Long Term Dispatch (est. 6 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0005AE	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Long Term Dispatch (est 6 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0005AF	Remote maintenance support for the Avaya / NORTEL switches - OPTION					
0005AG	Technical Data IAW Form 1423					
	*For technical and Price evaluation purposes submit a table as follows for each CLIN 0005AA/AB,AC/AD/AE and AF:					
	SKILL SET	HOURS	FB RATE			
	Central Office Technician					
	Outside Plant Cable Splicing Technician					
	Outside Plant Cable Splicing Technician					
FY16 Subtotal						\$0.00

			<u>U/I</u>	<u>QTY</u>	<u>U/P</u>	<u>Total Price</u>
0006	OPTION PERIOD IV - 01 October 2016 through 31 March 2017					
0006AA	Telecommunications Infrastructure Technical Support*					
0006AB	Dispatch/On Call/Recall - Central Office Technician – Short Term Dispatch (est. 4 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0006AC	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Short Term Dispatch (est 4 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0006AD	Dispatch/On Call/Recall - Central Office Technician – Long Term Dispatch (est. 6 Hour Blocks) IAW Section 4.1 of the PWS– FFP					
0006AE	Dispatch/On Call/Recall Outside Plant Cable Splicing Technician - Long Term Dispatch (est 6 Hour Blocks)- IAW Section 4.2 of the PWS– FFP					
0006AF	Remote maintenance support for the Avaya / NORTEL switches - OPTION					
0006AG	Technical Data IAW Form 1423					
	*For technical and Price evaluation purposes submit a table as follows for each CLIN 0006AA/AB,AC/AD/AE and AF:					
	SKILL SET	HOURS	FB RATE			
	Central Office Technician					
	Outside Plant Cable Splicing Technician					
	Outside Plant Cable Splicing Technician					
FY17 Subtotal						\$0.00
Grand Total						\$0.00

B.3.4 DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

SECTION C – DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT

See Attachment 1

SECTION D - PACKAGING AND MARKING

D.1 DOCUMENTATION DELIVERABLES:

- Other Direct Costs (ODC) Materials, purchased by the Contractor for support of services under this requirement, are not anticipated.
- All documentation deliverables under this contract shall use industry standard envelopes or boxes and be sent express tracking mail to the COR cited in the contract.
- Non-rigid physical media (e.g., compact disk) shall be packaged in a rigid package and designated for shipping or mailing. Flexible envelopes may not be used.
- The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hydroscopic or non-neutral material) is prohibited.

D.2 Contract Data Deliverables

Refer to Attachment (5) for DD Form 1423 Contract Data Requirements List (CDRL) and Attachment (6) for DD Form 1664 Data Item Descriptions (DID).

D.2.1 All data deliverables shall prominently show the following statement:

DISTRIBUTION STATEMENT E. Distribution authorized to DoD components only; Requests from others shall be referred to Commanding Officer, Naval Computer and Telecommunications Area Master Station Atlantic, Attn Code N5, 9625 Moffett Ave, Norfolk, VA 23511-2784.

D.2.2 Unauthorized Distribution of Contract Data

The contractor is specifically NOT authorized to distribute technical data to any governmental or commercial agency other than those specified in the PWS.

D.2.3 The NCTAMS LANT DET GTMO BCO mailing address is:

Naval Computer and Telecommunications Area Master Station Atlantic Detachment
 Guantanamo Bay Cuba Base Communications Office (NCTAMS LANT DET GTMO BCO)
 PSC 1005, Box 94
 FPO AE 09593-1000

SECTION E - INSPECTION AND ACCEPTANCE

E.1 – CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following 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. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) clauses:

Clause Number	Clause Title	Date
52.246-4	Inspection of Services-Fixed-Price.....	(Aug 1996)
52.246-20	Warranty of Services.....	(May 2001)

E.2 CONTRACTOR’S QUALITY CONTROL (QC) PLAN

E.2.1 Overview and Responsibilities:

The Contractor shall provide and maintain an inspection quality control program covering the services to be provided herein. The Contractor shall review, with the COR, the Quality Control/Performance Monitoring Plan within 30 days following orientation/phase-in. A copy of the QC Plan shall be kept on site and made available to the Government upon request.

E.2.2 Quality Control Plan Specifics:

The design of the inspection system is left to the Contractor's discretion, so long as it provides the desired quality control. The plan shall provide the Contractor’s detailed management, organization and operational plans for a continuously conducted performance monitoring program for all systems, equipment, and circuits to ensure high quality customer services. The plan shall include as a minimum:

- A description of the inspection system that will be used to monitor and check the services required by the PWS. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
- Offeror’s capability to perform quality control, identify deficiencies and address deficiencies that may occur during performance.
- Offeror’s proposed quality control system.
- Offeror’s methods to identify deficiencies in services.
- Offeror’s proposed procedure to correct deficiencies in services.
- Offeror’s preventative measures to preclude any reoccurrence of a deficiency.

- Offeror's control procedures for any Government provided keys or lock combinations.
- Offeror's description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventive actions taken.
- Compliance with Occupational Safety and Health Administration (OSHA).
- Compliance with Environmental Protection Agency (EPA) regulations.
- Compliance with information, physical and personnel security requirements.
- Standard forms and reports to be used to document quality control/performance testing, including work flow and distribution charts.
- Locations, formats and procedures for Master Station Logs in accordance with NTP-4 and DISAC 310-70-1, Supplement II, Chapter II.

E.2.3 Quality Control Plan Periodic Review:

The Contractor shall update and revise the plan as necessary and submit to the COR for annual review in September of each year. The plan shall become the property of the Government upon contract completion.

E.3 -- INSPECTION AND ACCEPTANCE

The approving and accepting authority for the Government will be the COR. The Government accepting authority may elect to partially accept the supplies and services. The designated Government approving and accepting authority for inspection and acceptance of all items specified in the contract shall notify both the Contractor and the PCO/KO in writing, of the acceptance date for all such items, with the exception of acceptance via the WAWF system. This notification shall be forwarded no later than ten days after the date of acceptance of the material or services.

E.4 GOVERNMENT'S QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.4.1 QUALITY ASSURANCE AND PERFORMANCE REQUIREMENTS SUMMARY

1. The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those created or performed at the Contractor's facilities to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer (KO) by the COR and/or Contracting Officer's Technical Representative (COTR). The COR or COTR will coordinate the overall quality assurance of technical compliance and will conduct an inspection of products and services that is reliant upon Contractor support. All work performed under this contract shall conform to existing NCTAMS LANT documentation standards.

2. This QASP has been developed pursuant to the requirements of the Performance Work Statement (PWS) in the RFP N00104-12-R-Q476. This plan sets forth procedures and guidelines that the Government will use in evaluating the technical performance of the Contractor at the overall task level. The Acceptable Quality Level (AQL) in the QASP Matrix describes the minimum acceptable level of performance for each functional area the Government will assess.

3. Purpose of the QASP:

A. The QASP will accomplish the following:

- Define the roles and responsibilities of participating Government officials;
- Describe the formal evaluation methods the Government will employ to assess the Contractor's performance;
- Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the Contractor's performance;
- Describe the process of performance documentation.
- The Contractor shall have their own Quality Control Plan (QCP), which sets forth procedures and responsibilities for producing high quality service. The Contractor designates his employee, (vendor fill in) to be responsible for ensuring that the Contractor's employees follow the QCP.

B. Roles and Responsibilities of Participating Government Officials:

The following Government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

- (1) The COR and/or the COTR will serve as the Quality Assurance Inspectors (QAI), designated at task order stage. They will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a routine basis. The COR/COTR will have primary responsibility for completing Quality Assurance Monitoring Forms, which he or she will use to document his or her inspection and evaluation of the Contractor's work performance. It is extremely important for the COR/QAI to establish and maintain a congenial line of communication with the Contractor's on-site representative and the staff because of the regularly scheduled contact and random inspections that are necessary in performing monitoring functions. The COR/QAI, Contracting Officer (KO), and on-site representative must work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems. Routine problems should be discussed and resolved at regularly scheduled meetings.

- (2) The COR has overall responsibility for overseeing the Contractor's performance. The COR will be responsible for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, contract administration, cost control and property control; reviewing the COR/QAI assessments of the Contractor's performance; and resolving all differences between the COR/QAI and the Contractor. All planned additions and modifications resulting in alterations of the facility's structure or mechanical services that affect the scope of the Contract must be approved by the KO/PCO prior to commencement.
- (3) The KO/PCO may call upon the expertise of other Government individuals as required. The KO/PCO's procurement authority includes the following:
- Final authority for any decisions that produce an increase or decrease in the scope of the contract;
 - Final authority for any actions subject to the FAR "Changes" clause;
 - Final authority for negotiation and determination of indirect rates to be applied to the contract;
 - Final authority to approve the substitution or replacement of the on-site manager and other key personnel;
 - Final authority to approve the Contractor's invoices for payment, subject to the Limitation of Costs clause and the Limitation of Funds clause;
 - Final authority to approve the Government Furnished Equipment (GFE), Government Furnished Materials (GFM), Government Furnished Facilities inventories turnover to the Contractor;
 - Final authority to monitor and enforce the Department of Navy promulgated labor requirements;
 - Final authority to administer all property-related clauses contained in the contract;
 - Authority to arrange for and supervise QA activities under the contract;
 - Final authority to approve the Contractor's QCP, preventive maintenance program, strike contingency plan, and phase-in/phase-out plan;
 - Signatory authority for the issuance of all modifications to the contract.

C. Methods of QA Surveillance:

Quality Assurance File: The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance File. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual CPARS report.

Required Documentation: The Quality Assurance File under this QASP shall include hard copies of:

- All Invoices
- All Monthly progress reports
- Customer feedback reports

- Other tangible written deliverables as necessary
- The CPAR report (CPAR within 90 days of contract expiry).

Customer Feedback: Customer feedback may be obtained from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complain in the Quality Assurance.

Periodic Inspection: The COR will conduct periodic inspections by verifying documentation reference the tasks identified in the PWS. The COR typically performs the periodic inspection on a monthly basis. Exhibit A

Random Monitoring: The COR will conduct random monitoring of the tasks indentified in the PWS.

Identified QA Surveillance Items: In addition to the QAF, the COR/COTR will Observe and document Contractor performance using the technical requirements and the QASP items listed in the PWS.

E.5 GOVERNMENT INSPECTIONS AND TECHNICAL EVALUATIONS

E.5.1 Defense Information Systems Agency (DISA) Performance Evaluations (PEs):

DISA will conduct PEs (usually bi-annually) to evaluate operational readiness of NCTAMS LANT DET GTMO Cuba, to include but not limited to operations, maintenance, logistics, training, power production, documentation, circuit history, grounding, bonding and shielding. The Contractor shall cooperate in these visits and correct any deficiencies discovered during the evaluations as determined by the COR to be within the scope of the PWS. The Contractor shall further submit a monthly status report to the COR for forwarding through the chain of command to DISA, NCTAMS LANT Norfolk, and the KO/PCO, which reflects those deficiencies which have been corrected and an estimated date of completion for resolving all outstanding deficiencies. The Contractor shall submit a plan to the COR to correct these deficiencies within 10 days of receipt of the DISA P/E final report and correct all deficiencies within 120 days of receipt of the final report. The Contractor shall bear all costs for labor hours and repair/adjustments to correct deficiencies cited in the DISA PE report that are in the Contractor's area of responsibility as defined in the PWS.

E.5.2 NCTAMS LANT Command Inspection:

NCTAMS LANT Command Inspections are conducted periodically (approximately every three years) to evaluate the operational readiness of individual stations, detachments or sites. Command Inspection teams are comprised of personnel from NCTAMS LANT Inspector General (IG) Staff and NCTAMS LANT Departments or Field Activities. Notification of inspection visits is normally provided 30 days in advance. The Government will notify the Contractor of all scheduled and unscheduled inspections. The objectives of the inspection are to:

- a. Evaluate facilities and equipment to identify significant deficiencies and problem areas that affect the operational capability of the station, service to the users, or system quality and reliability.
- b. Present significant problems to the appropriate levels of the command to allow implementation of timely corrective actions.
- c. Provide technical assistance as required.
- d. Ensure that deficiencies and problem areas have been properly resolved

E.5.3 Additional Performance Review/Inspections:

Below is a list of Contractor performance areas that are subject to review by the controlling authority. This list is subject to change and may not be all inclusive.

- Physical Security and Loss Prevention Program
- Information Systems Security Program
- Training Program
- Safety/Environmental Program
- Information and Personnel Security

E.5.4 Contractor's Responsibility:

The Contractor shall provide access to spaces, records and equipment in support of inspection teams, and shall follow station Standard Operating Procedures (SOPs) and technical direction from the COR to provide assistance with preparations prior to inspection. NCTAMS LANT DET GTMO Cuba will respond to inspection team findings and provide technical direction for correction of deficiencies. The Contractor shall be responsible for correcting deficiencies that are within the scope of this PWS within the time limits described in preceding sections.

E.5.5 Site Restoration

The contractor shall be responsible for restoring the affected work site area to a condition equal to or better than prior to commencement of work. The contractor shall be responsible for the removal of all equipment and debris from the work sites within 48 hours of completion of requested work.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the KO/PCO will make their full text available. Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clauses:

Clause Number	Clause Title	Clause Date
52.242-15	Stop Work Order	(Aug 1989)
52.242-17	Government Delay of Work	(Apr 1984)

F.2 PERIOD OF PERFORMANCE

F.2.1 The period of performance for this contract is TBD from the effective date of the contract shown in Block 3 of the Standard Form 1449. The estimated period of performance is for a 15 day phase in; one year base, three one-year options and a six-month option; 55 months total.

Phase In Period – 15 days

Base Period – One Year Period of Performance

Option Period One - One Year Period of Performance

Option Period Two - One Year Period of Performance

Option Period Three - One Year Period of Performance

Option Period Four - Six Month Option Period of Performance

The above periods of performance for the options to extend the term of the contract shall apply only if the Government exercises the options as stated in Section I in accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract.

F.3 PLACE OF PERFORMANCE

The requiring activity for this contract is the NCTAMS LANT, Norfolk, VA, acting as administrative Commander for NCTAMS LANT Det NAVSTA Guantanamo Bay, Cuba (also known as Guantanamo Bay U.S. Naval Base)

F.4 HOURS OF OPERATION

The Contractor shall provide an adequate number of personnel to ensure successful operation of the ISP/OSP within the scope of the PWS. The Contractor shall ensure all timelines and contract requirements are continually met without any interruption during the life of the contract. The site shall be manned by sufficient fully qualified personnel to respond to normal and emergent tasking while complying with all safety and security requirements. In order to provide sufficient coordination with Government personnel, the Contractors normal working hours will be structured within the core hours as outlined below:

- A. The ISP/OSP Technicians and Site Manager shall report to work Monday through Friday and work a minimum of eight hours a day, between the core hours of 0730 through 1630. ISP/OSP Technician support shall also be available for emergency recall IAW the PWS and Technical Exhibits.
- B. The Site Manager shall provide procedures in writing, that are acceptable to the COR, to identify steps for activating on-call and emergency contract support 24 hours a day, 7 days a week, 365 days a year (including leap year), as discussed above. The Contractor shall not bill, or be paid by the Government, for any surge requirements that has not been pre-approved by the COR in accordance with these provisions.

F.5 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE

F.5.1 The following is a list of legal American Federal holidays and any other day designated by Federal law, Executive Order, or Presidential Proclamation:

New Year's Day	1 January
Martin Luther King Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 November
Thanksgiving	Last Thursday in November
Christmas	25 December

F.5.2 When a holiday falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be a cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to overtime clauses elsewhere in this contract.

F.5.3 For fixed price contracts, if services are not required or provided because the building is closed by the Government due to unforeseen circumstances (for example: unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons), deductions will be computed as follows:

- The deduction rate in dollars per day will be equal to the per month contract price divided by 30 or 31 days per month, depending upon the number of days in the month. The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the PCO to ensure that the Contractor is compensated for services provided.

- If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any “Excusable Delays clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor’s accounting policy.

F.5.4 Dispatch/on call / recall and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in the PWS or as authorized in writing by the ordering activity. No additional hours of dispatch/on call hours will be worked or reimbursed without prior written authorization by the KO/PCO. Regardless of holidays, or for any other reason, the Contractor shall continue to provide all services as required in the PWS in a continuous and uninterrupted manner. Any failure to perform services as so stated in this paragraph shall subject the Contractor to a deduction in compensation as stated in this section.

F.5.5 Unless the Contractor states otherwise in their proposal, it will be deemed that the Contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

F.6 NOTICE REGARDING LATE DELIVERY/DELAYED PERFORMANCE

If the Contractor encounters difficulty in performance, it shall immediately notify the KO/PCO in writing, providing pertinent details, including the date by which it expects to complete performance or make delivery. This notification is for informational purposes, and receipt of notice by the Government will not be construed as forbearance on the part of the Government, nor as an actual or implied waiver neither of any contract delivery schedule, nor of any rights or remedies provided by law or under this contract.

The Government reserves the right to delay the scheduled delivery or performance start date under a task order at no cost to the Government, provided that written notice is provided by the KO/PCO at least 15 days prior to the originally scheduled delivery date or performance start date. If the revised delivery date exceeds 30 calendar days from the original delivery or performance start date, the parties shall negotiate an equitable adjustment for such delay.

F.7 MISSION ESSENTIAL PERSONNEL

F.7.1 Adverse Weather Conditions

Contractor’s performing duties under this contract are considered “essential personnel” and shall be required to maintain operations at NCTAMS LANT DET Guantanamo Bay and perform all maintenance functions during inclement or adverse weather conditions such as hurricanes, rain storms, drought, etc. In certain conditions or situations the base commander may determine it necessary to evacuate dependents and non-essential personnel.

F.7.2 Continued Performance

The Government has determined that continued performance is necessary pending the resolution of contingencies such as a lapse in current year appropriation coverage, conditions resulting in the furlough of Government employees, or other extenuating national or international crises. During the above contingencies or crises, the Contractor shall proceed diligently with performance of this Contract, pending final resolution of the contingencies or crises.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (KO/PCO) AUTHORITY

(a) Refer to KO/PCO Authority in Section B2.

The Contractor and the Government COR/COTR shall bring all contracting problems to the immediate attention of the KO/PCO. Only the KO/PCO is authorized to formally resolve such problems. In the event the Contractor effects any change at the direction of any person other than the KO/PCO, the change will be considered to have been made without authority and no adjustment will be made in the contract or delivery dates as a result thereof. See Contract Administration Plan for additional information.

(b) Contractor Request for Modification

The Contractor shall submit requests for modification of this contract to the PCO with a copy of the request to the Government COR/COTR.

(c) Contractual Problems
Contractual problems, of any nature that may arise during the life of this contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplements (DFARS)).

G.2 SUP 5252.243-9400, AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of the contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the KO/PCO, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The KO/PCO is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the KO/PCO's. In the event the Contractor effects any change at the direction of any person other than the KO/PCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the KO/PCO is:

Naval Weapons System Support
ATTN: Chris Seier, Code M0271.A9
5450 Carlisle Pike, P. O. Box 2020
Mechanicsburg, PA 17055-0788
Commercial: (717) 605-2189
chris.seier@navy.mil

G.3. SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) SYSTEM

SPOT has been designated as the Joint Enterprise contractor management and accountability system to provide a central source of contingency contractor information. Contractor shall maintain by name accountability within SPOT of all contract personnel assigned to this PWS. The Government will use SPOT for oversight. Information on registration and use of SPOT may be found at spot.outreach@us.army.mil.

G.4 CONTRACT ADMINISTRATION PLAN (CAP)

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The KO/PCO, NAVSUP WSS is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302, applicable to audit services.
3. The PCO office is responsible for matters specified in the FAR 42.302 and DFARS 42.302, applicable to Contract Administration.
4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The COR is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the KO/PCO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the KO/PCO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the KO/PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the KO/PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO/KO to the situation.

(3) The COR will take timely action to alert the PCO/KO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO/KO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO/KO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO/KO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO/KO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO/KO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property: When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g Security: The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO/KO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) The Contractor Performance Assessment Reporting System (CPARS) is applicable to the resulting contract and you are responsible for completing a final CPAR in the CPARS within 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the KO/PCO in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide The COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

G.5 INVOICE AND PAYMENT PROVISIONS

G.5.1 Invoicing-Electronic Submission of Payment Requests:

(a) An invoice is the Contractor's bill or request for payment under the contract for products or services formally accepted by the Government in accordance with Section E of the contract. All invoices rendered under this contract shall be submitted electronically through Wide Area Workflow-Receipt and Acceptance (WAWF). Reference DFARs Clause 252-232-7003 Electronic Submission and Processing of Payment Requests.

WAWF Help Desk 1-866-618-5988.

WAWF Website/vendor guide:

<http://www.dod.mil/dfas/contractorpay/electroniccommerce/ECToolBox/WAWFVendorGuidev1.pdf>.

(b) The Contractor shall bill no more often than monthly, with the exception of 8(a) small disadvantaged businesses who may invoice twice a month. The Contractor shall bill hours worked by Contractor personnel (Normal Business hours: Mon.-Fri., less holidays) (Surge periods: Mon.-Sun.) for a given period to arrive at the total hours to be invoiced once a month.

(c) Invoices shall clearly identify the following and be attached as a document (via the Misc. Info. Tab) in WAWF:

- (1) Name and address of Contractor
- (2) Invoice date
- (3) Contract number
- (4) Contract line item number (CLIN)
- (5) Item Number
- (6) ACRN(s) associated with the item billed
- (7) Description, serial number, quantity, unit of measure, unit price and extended price for services performed
- (8) Total charges and, if applicable, the prompt payment discount
- (9) Travel, materials, and any other direct costs charged during the period.
- (10) Invoices with errors will be returned for re-submission before processing for approval and payment.

(d) Method of Payment:

Treasury regulations require that all payments be made using electronic transfer. In order to accomplish this, the Contractor shall provide to the PCO/ KO within seven (7) days after the award, the information required in Clause 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is included in Section I, Contract Clauses.

(e) Contractors who are already being paid electronically do not need to submit this information unless their information has changed. Invoices are payable when received in accordance with the Prompt Payment Act. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

(f) Contractors who are already being paid electronically do not need to submit this information unless their information has changed. Invoices are payable when received in accordance with the Prompt Payment Act. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

G.6 SUBMITTALS

The following shall be submitted within 14 days after award of contract to the PCO:

(1) Insurance –

- The Contractor shall furnish the PCO a certification of insurance as evidence of the existence of the following insurance coverage in the amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05.
- This insurance must be maintained during the performance period.
- The Certification of Insurance shall provide for at least 30 days written notice to the PCO by the insurance company prior to cancellation for material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
- Minimum Insurance Amounts:
 - (a) Comprehensive General Liability: \$500,000 per occurrence
 - (b) Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - (c) Workmen's Compensation: As required by Federal and State workers compensation and occupational disease statutes
 - (d) Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers. Other states as required by State Law.

(2) Budget -

- The contractor shall submit annual projections on requirements for supply system, capital equipment and Government directed training expenses to be considered in government long-range budgeting. Submission shall be provided not later than 30 April of each year.

G.7 PAYMENT OFFICE INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Pay all funds from the accounting classification reference number (ACRN) AA before disbursing from ACRN AB, all funds from AB before AC, etc. These payment instructions apply when a contract line item is funded under a Contract with multiple accounting classification citations. These instructions may be superseded by alternate payment instructions in a Contract if the site accepting official designates a different sequence or specific ACRN on the acceptance or invoice document.

G.8 MEETINGS WITH THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)/GOVERNMENT'S REPRESENTATIVE:

The Site Manager shall meet with the Government's representative (normally the COR) at least once per month during the first six months of this contract. Thereafter, meetings shall be held as often as deemed necessary by the COR. These meetings may be face-to-face, by phone or conference call as appropriate and as determined by the COR. The Site Manager shall provide written minutes of these meetings within five calendar days of each meeting to the COR unless otherwise waived by the COR.

G.9 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

- (A) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the Contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.csd.disa.mil/cparsmain.htm>.
- (B) After contract award, the Contractor will be given access authorization by the respective PCO or COR to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the Contractor shall provide in writing (or via e-mail) to the PCO, the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any CPAR developed under the contract. If, during the life of this contract these company individual(s) are replaced by the Contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the PCO within 60 days of the replacement.

G.10 ANTI-DEFICIENCY CLAUSE

Per the FAR 32-702 regarding the Government Policy on contract funding and 31 USC 1341 Anti-Deficiency Act: should the Contractor work at risk without an official notification from the Contracting Officer to continue, the Contractor may not be compensated for the value of work performed while funding had been exceeded.

G.11 PERSONAL SERVICE

The award shall not be used to procure personal services as prohibited by the FAR Part 37.104 titled "Personal Services Contracts."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

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 KO will make their full text available. Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clauses:

<u>Clause Number</u>	<u>Clause Title</u>	<u>Date</u>
FAR 52.246-20	Warranty of Services	(APR 1984)

H.2 KEY PERSONNEL

Key personnel are subject to the “Substitution or Addition of Personnel” clause SUP 5252.237-9400 (JAN 1992).

H.3 SUBSTITUTION OF KEY PERSONNEL

The Key Personnel positions are identified single points of failure. Substitution of Key Personnel shall occur only upon sudden illness, death, or if the assigned individual’s employment is terminated voluntarily or otherwise. The Contractor shall promptly notify the COR and PCO/KO in writing when a position is identified for substitution. The Contractor shall provide the reasons for the substitution, and propose a suitable replacement with comparable qualifications, as evidenced by a complete resume and any additional information as may be dictated by the circumstances, in accordance with SUP 5252.237-9400.

H.4 SUBSTITUTION OR ADDITION OF PERSONNEL SUP 5252.237-9400 (JAN 1992)

(a) The Contractor agrees to assign to the contract those persons whose resumes; personnel data forms or personnel qualification statements were submitted as required by the RFP to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that:

during the contract performance period
 during the first ____ days of the contract performance period

No personnel substitutions will be permitted unless such substitutions are necessitated by an individual's reassignment, sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the PCO/KO and provide the information required by paragraph (d) below.

- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 15 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the PCO/KO at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the PCO/KO to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the PCO/KO a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The PCO/KO shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the PCO/KO determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the PCO/KO for default or for the convenience of the Government, as appropriate. Alternatively, at the PCO/KO's discretion, if the PCO/KO finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

H.5 SAFEGUARDING GOVERNMENT INFORMATION

- (a) The Contractor hereby agrees that neither it nor any of its employees, agents or subcontractors shall disclose to any individual, company, or Government Representative* any information relating to current or proposed acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this contract, unless so directed by the KO/PCO. The Contractor agrees that it shall promptly notify the KO of any attempt by an individual (including any Contractor personnel), company or Government Representative* to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative* seeking access to such information.

(b) The conditions set forth in this clause shall be in effect throughout the period of performance of the contract, any extension thereof, and for an additional three (3) years after completion of performance hereunder.

(c) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under the contract and under Federal law. Noncompliance with provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(d) The Contractor shall, within fifteen (15) days after receipt of tasking involving use of such information, provide, in writing, to the KO/PCO a certification that all the Contractor's employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Furthermore, the prime Contractor agrees that requirements of this clause shall continue to "flow-down", such that the restriction on disclosing Government information shall apply to all subcontractors at every tier.

*Government Representative is defined, as any Government employee, either military or civilian, not assigned to an agency for which the effort is being performed under this contract.

H.6 CONTRACTOR EMPLOYEES PERFORMING ON GOVERNMENT INSTALLATIONS

(a) While performing on Government owned or managed sites and facilities, Contractor employees shall maintain a high degree of professionalism, observing proper standards of conduct and demeanor. Actions or statements, which could be construed as offensive due to sexual, racial, religious, or other content will not be tolerated and may result in a request that the Contractor permanently remove the employee from the site. Likewise, any instance of harassment of a Contractor employee by a Government representative should be reported to the KO/PCO or other appropriate Government official so that immediate action may be taken.

(b) The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations and all applicable state and local requirements.

(c) The Contractor shall perform all duties in a professional manner, as part of the team that promotes cooperative working environment. The Contractor shall be responsible for establishing and maintaining a favorable relationship with end users and other customer team members to enhance the customer service reputation and quality within NCTAMS LANT.

H.7 CONTRACTOR IDENTIFICATION

H.7.1 Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

H.7.2 Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

H.7.3 Contractor occupied facilities (on Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H.8 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains the clause entitled “Government Furnished Property”. However, receipt of Government Furnished Property or Contractor acquired property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed modification to the contract that specifically authorizes acquisition of the property by the Contractor. Requests for Contractor acquired property must be made to the cognizant PCO/KO.

Any property acquired by the Contractor without a modification authorizing such acquisition is done so at the Contractor’s own risk.

H.9 PARTICIPATION OF CONTRACTOR EMPLOYEES IN SPECIAL EVENTS

Contractor personnel are authorized to attend special events (e.g. mandatory training, safety, anti-terrorism, etc.) and charge their time as allowable hours under the contract if the activity is determined to be official business by the authorized Government official. Authorized officials are the respective organizational/unit Commanders/Directors.

H.10 OFF DUTY EMPLOYMENT

The Contractor shall not employ any person who is an employee of the United States Government, either civilian or military, without assuring that the employee has complied with DOD 5500.7-R, Joint Ethics Regulation or appropriate Department Regulation pertaining to off-duty employment for Government personnel.

H.11 GIDEP PROGRAM

The Contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide. GIDEP is an invaluable tool in the Government’s war against inefficiency and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the Contractor from complying with other provisions of the contract.

The Contractor may insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word “Contractor” shall be changed to “subContractor”.

GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
PO Box 8000
Corona, CA 91718-8000
Phone: (909)273-4677 or DSN 933-4677
FAC: (909) 273-5200
Internet: <http://www.gidep.org>

H.12 RESPONDING TO FREEDOM OF INFORMATION ACT REQUESTS

This contract, any subsequent modification, and task orders will be released in their entirety in accordance with FAR Subparts 5.401 and 5.402 and Part 24 under the provisions of the Freedom of Information Act, 5 U.S.C. Section 552, as amended, when a written request is received from the public.

H.13 MONTHLY STATUS REPORTS

The Contractor shall deliver a Monthly Status Report to the COR and the PCO at no additional cost. The report shall document project status, work in process, identified problems or any other significant information relevant to the overall project. The content, format and schedule of delivery shall either be in accordance with a mutual agreement between the COR and the Contractor.

- Monthly Status reports to include trip performance reports. Monthly Status reports shall be delivered to Contracting Officer's Representative (COR) no later than the 15th of the following month. Each monthly status report will contain:
- Current status and progress to include tasks that were performed, issues and concerns, future work planned;
- Deliverable(s) that were made and those that are planned for next reporting period;
- Overall status of validation and evaluation progress and resource expenditures in a time-line format
- Current quality assurance verification testing results (in brief)
- Problem area identification
- Monthly resource expenditure spreadsheet that includes a breakdown by project. Project breakdown shall be listed by labor categories with number of hours expended per labor category.

H.14 TRAVEL

H.14.1 Official Duty travel: Not applicable: not anticipated for this requirement.

H. 14.2 On-Base Transportation: The BCO shall provide government-owned vehicle / transportation for use during working hours. Only contractor's employees who possess a valid U.S. motor vehicle operator's identification card shall operate the vehicle. Contractor employees must comply with base commander policies and traffic safety program set forth in OPNAV Instruction 5100.12.

- H.14.3** Transportation of Personnel: Air travel to and from the base is limited, with demand often far in excess of supply.
- H.14.4** Ocean Freight: Shipping at contractor expense. Contract shipping service to and from Guantanamo Bay has been awarded to Transatlantic Lines, LLC at Ph 203-625-5514, for 14-day sailing schedule between Jacksonville, Florida and Guantanamo Bay.

H.15 LOGISTICAL SUPPORT

- H.15.1** Subject to the host base Commander's policies and regulations, Contractor Designated Technical Representative personnel and their family members will be authorized Individual Logistics Support (ILS) to include access to shopping at base exchanges and/or commissaries, military postal and banking services, privately-owned vehicle registration, gasoline, tobacco and spirits, dependent schools and other installation morale, welfare, and recreation programs.
- H.15.2** Medical and Dental Services: Medical and dental services available to the contractor's employees are limited in Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DOD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorders from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. Every reasonable attempt shall be made to prevent personnel with chronic disorders, which may require treatment, such as cardiovascular defects, tuberculosis, mental health problems, and alcoholism, from being sent to Guantanamo Bay. The contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will be billed at the then current rates. Present rates are based on actual cost of medical service for outpatient visit and are currently several hundred dollars per day for inpatient status. Emergency dental care and treatment of an urgent nature is available at the Dental Clinic's Hospital Branch based on actual cost of dental service provided per visit. If medical need that requires specialized care not available at GTMO, an urgent/priority medical evacuation will be initiated, with or without contractor express consent. If an urgent/priority medical evacuation is initiated the average cost may be in the thousands of dollars and the cost will be at contractor expense. Contractor understands that all military Medical Treatment Facilities and DOD contracted Air Evacuation Companies located stateside require a guarantee of payment letter prior to acceptance of the patient. Contractor may consider an emergency-transportation membership club or private air ambulance plan at their own expense.
- H.15.3** Post Exchange and Commissary Privilege and Recreation Facilities: Post Exchange and Commissary privileges and recreation facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

H.15.4 Food Facilities: Contractor personnel may eat at the Navy Exchange food outlets, or at other open food service facilities on a cash basis at current prices at their own expense.

H.15.5 Contractor Family/Management Quarters: The Government will allow, on a space available basis, appropriate quarters for contractor personnel. It is a responsibility of the contractor to arrange for quarters. The contractor shall pay the Naval Base Guantanamo Bay Housing Office for actual expenses incurred for the use of quarters.

Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 011-53-99-4172/4174. Should the contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions. Contractors will pay rent under the Fair Market Rental (FMR) Rental rates include trash and maintenance costs. Rental rates are normally adjusted annually based on market appraisal, utilities cost adjustment and/or the annual Consumer Price Index. All family housing units are equipped with electric and water meters. Utilities cost is billed along with monthly rent and is based on established rates and actual consumption. All rent is due in advance. Unaccompanied personnel will be assigned to fair market rental quarters at the occupancy of one person per bedroom. The contractor may request a denser occupancy if desired.

H.16 OTHER DIRECT COSTS (ODCs) – not anticipated

H.17 ACCESSIBILITY OF EIT PRODUCTS TO PEOPLE WITH DISABILITIES (SECTION 508)

This requirement is for telecommunications infrastructure support services. These services will be provided by service personnel conducting maintenance, repair, and / or occasional monitoring of equipment. Section 508 exception, § 1194.3(f) applies.

H.18 GENERAL ADMINISTRATION

H.18.1 Sanitation and Cleanliness The Contractor shall maintain all assigned space(s) in a neat, clean, orderly and sanitary condition. The premises shall be kept free at all times from accumulations of waste material and/or debris resulting from work performed under this contract. These areas will be subject to unscheduled as well as scheduled fire, safety and health inspections by Government personnel. The Contractor shall be responsible for correcting any discrepancies identified. The Contractor shall immediately correct all fire, safety, and health deficiencies not requiring a re-engineering level of effort immediately. The Contractor shall commence warning and abatement actions immediately for those which cannot be corrected without assistance and additional time.

H.18.2 Conservation of Utilities: The Contractor shall observe the Base Energy Conservation Regulation, 4100.2B, U.S. Naval Base, Guantanamo Bay, Energy and Water Conservation Programs. It is mandatory that the Contractor post a copy of the instruction in a conspicuous location for contractor employees to read.

H.18.3 Contractor Debts: The contractor shall be liable for debts to the Government incurred by employees for personal services at Guantanamo Bay, Cuba, including but not limited to private telephone service, medical and dental services, and W. T. Sampson School expenses (i.e., Department of Defense Dependents Schools (DODDS) tuition). If an employee departs the Guantanamo Bay Naval Base without liquidating his debts, sufficient funds to cover this type of obligation will be withheld from contractor payments until the debts are paid.

H.18.4 Drug Abuse by Contract Employees: The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personal possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations issued by the commander of the military installation.

H.19 WARRANTY

The warranties listed under FAR 52.246-19 – Warranty of Systems and Equipment under Performance Specification or Design Criteria (May 2001) and FAR 52.246-20 – Warranty of Services (May 2001), and DFAR 252.246-7001 Warranty of Data (Dec 1991) are the minimum warranties applicable.

H.20 SECURITY

H.20.1 Clearance: All Contractor personnel shall have a National Agency Check with Local Agency Check and Credit Check (NACLIC) per DODINST 5220.22M, before beginning work on-site. Security Office/Visitor Control Personnel are required to fill out and submit an SF-85p (questionnaire for public trust position) prior to acceptance and travel to Guantanamo Bay Naval Base.

H.20.2 Entry Approval: No employee or representative of the contractor will be admitted to the Guantanamo Bay U.S. Naval Base, Cuba without prior entry approval. The background of Contractor personnel will be screened prior to entry to the Guantanamo Bay U.S. Naval Base, Cuba. The Contractor shall submit to the Contracting Officer's Representative the full name, date and place of birth, and Social Security number of such persons. The Contracting Officer's Representative shall receive this information 10 calendar days prior to the scheduled or desired arrival at the Naval Base.

Entry clearance requests must be coordinated through the BCO for periodic management and/or technical visits no later than 20 days before a scheduled site visit. All visiting personnel are required to fill out and submit an SF-85p (questionnaire for public trust position) prior to acceptance and travel to Guantanamo Bay Naval Base. Visitors will be provided transportation during working hours for official site visit business. Rental cars are available at the Navy Exchange. Car rental fee is available: Call 011-53-99-74316 (from the U.S.) for car rental information / reservations. . A lodging reservation number is required as a pre-requisite to entry approval. Contact information for Lodging Reservations at the Navy Lodge: 011-53-99-3103; in the event Navy Lodge is full try the Combined Bachelor's Quarters (CBQ) : 011-53-99-2907 or DSN:660-2907. The lodging confirmation number needs to be entered into STEP 1 of the entry clearance request form. For additional information or assistance contact the BCO POC Mr. Darrell Kegler 011-5399-2610 or DSN 660-2610.

H.20.3 Base Privileges – Contractor Licensing:

Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations required in connection with the performance of the work set forth in this contract. The Government will not be responsible for activities of the Contractor or Contractor employees outside the scope of this contract.

H.20.4 Security Program: The Contractor shall ensure all new employees are provided a security briefing covering site access control procedures, key control, Government property control, the introduction of prohibited items in restricted spaces, action to be taken in the event of emergency situations (bomb threat, fire), and antiterrorism and information systems security awareness.

H.20.5 Common Access Card (CAC):

H.20.5.1 The Contractor employee, fulfilling this contract must obtain a DoD CAC. The CAC is a multi-functional “smart” card. It is the official DoD identification card for military, civil service and Contractor personnel. It is also the DoD Geneva Convention for all military, civil service and Contractors accompanying military personnel in hostile areas. It is used to grant access to DoD installations and some buildings. It is also used to access DoD networks and secure websites. The employee assigned will contact the COR indicated in order who will connect the employee with the Trusted Agent (TA). The employee will submit an application to the TA, who will review the application, verify, reject and/or approve. If rejected, the system notifies the Contractor and records the rejection. If approved, the system will update DEERS* with the Contractor information and direct the Contractor, by e-mail to proceed to a military facility/installation that has a RAPIDS* workstation for CAC issuance.

H.20.5.2 Contractor personnel shall be required to wear a Contractor identification badge and a Government supplied badge and/or CAC at all times while on Government property. The Contractor shall take appropriate precautions to prevent security violations, ensure possible compromises are reported in a timely manner, and promote a high level of security awareness among personnel assigned to the contract.

H.20.6 Badges: The Contractor shall ensure that every employee applies for and receives a NCTAMS LANT Det GTMO Cuba Access Control Badge prior to the start of full contract performance. The Contractor shall also ensure that all passes are returned to the Security Manager as employees are dismissed or terminated, and when the contract expires. The Contractor shall ensure that all employees display their passes above the waist and that they are visible at all times. The Commands Security Manager will periodically conduct random checks to verify that passes match an individual’s personal identification.

H.20.7 Key and Lock Control: The Contractor shall implement a key and lock control program for ensuring that all keys and combinations to cipher locks issued to the Contractor by the Government are controlled and accounted for. Items discovered lost or unaccounted for shall be reported to the Government’s on-site representative within 12 hours or the next scheduled workday, whichever occurs first. All locks for lost keys will be replaced or rekeyed immediately at Contractor’s expense. No keys issued by the government will be duplicated without approval of the Government’s on-site representative. Checkout procedures shall be employed to the maximum extent in lieu of permanent issuance of keys to personnel. The Contractor shall immediately report the occurrence of compromise of cipher lock combinations to the NCTAMS LANT Det GTMO Cuba Security Manager.

The Contractor shall limit access to NCTAMS LANT Det GTMO Cuba spaces to Contractor employees and visitors authorized by the NCTAMS LANT Det GTMO Cuba Security Manger. The Contractor shall not duplicate any key issued by the Government.

H.20.8 Emission (TEMPEST) Security: Contractor employees shall not operate the following personal equipment within NCTAMS LANT DET GTMO Cuba Tech Control Facilities; radios (portable or otherwise), tape recorders, television sets, transmitting equipment, cameras, cellular phones, laptop computers, automated hand-held office assistants (Palm Pilots) and equipment containing electronic oscillators.

H.20.9 Information Systems Security (INFOSEC) and Network Access:

H.20.9.1 The Contractor shall develop and maintain an effective Information Assurance (IA) Program in accordance with DoD, DoN, and local IA established policies and requirements. Commander, U.S. Fleet Cyber Command is the Designated Approval Authority (DAA) for all Navy networks and information systems. Director, NCTAMS LANT Det GTMO Cuba will serve as the local IA Authority; NCTAMS LANT will serve as the compliance inspecting agency.

H.20.9.2 The Contractor shall maintain positive configuration management and control of all information systems/assets under his purview. Further, Contractor shall maintain system configuration logs identifying all components (i.e., hardware, software) of the information system documenting system software changes (i.e. applications, operating system, security patch, hardware upgrades).

H.20.9.3 The Contractor shall develop and maintain an Information Operations Condition (INFOCON) Plan establishing methods to ensure the continued operation and mission of NCTAMS LANT DET GTMO Cuba during heightened cyber threats. The INFOCON Plan shall identify all mission critical information and information systems (including applications and databases), that the Contractor is responsible for, and identify their operational importance. The contractor shall submit a copy of the INFOCON Plan to the COR within 10 days prior to start of full contract performance.

H.20.10 SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance. The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DoN policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor’s Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLIC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

H.21 SAFETY REQUIREMENTS

H.21.1 Safety Plan: The Contractor shall prepare and maintain a written Safety Plan. The Plan shall be submitted to the COR NLT 30 calendar days after Contract start date and within 30 calendar days of any change. The Contractor shall ensure that all safety programs/provisions meet the requirements of Federal laws, rules and regulations. If significant changes are made to applicable regulations, the Contractor shall modify the plan accordingly. The plan shall provide or describe:

- How the Contractor shall provide emergency medical care for Contractor employees.
- How the Contractor shall ensure that all of its employees working under this contract are Cardiopulmonary Resuscitation (CPR) certified.
- A designated and qualified person for ensuring worker safety.
- A log of hazardous materials to be introduced to the site with estimated quantities and all Material Safety Data Sheets (MSDSs)

H.21.2 Reporting of Unsafe/Hazardous Conditions: The on-site supervisor shall verbally inform the COR of any unsafe or hazardous conditions immediately upon becoming aware of the condition, and in writing within one workday. If the condition is within the scope of the Contractor's responsibility, as contained in this PWS, the Contractor shall correct the unsafe condition immediately and notify the COR.

H.21.3 Protective Equipment Requirements: The Contractor shall provide, train, and require its employees to utilize appropriate personal protective equipment, such as gloves, safety shoes, and safety glasses IAW applicable safety regulations.

H.21.4 Fire Preparedness and Fire Prevention: The Contractor shall render assistance as outlined in applicable station SOPs and instructions regarding fire safety and response to fire alarms. The Government will ensure that Contractor employees are familiar with the unique characteristics of the facility's fire alarm and extinguishing systems. All Contractor employees shall observe all requirements and directives for the handling and storage of combustible waste and trash.

H.22 GOVERNMENT FURNISHED PROPERTY AND SERVICES

H.22.1 General

The Government will provide, without cost, all facilities, equipment, initial inventories of materials, and services listed in the following subsections. Government Furnished Property (GFP) encompasses Government Furnished Facilities (GFF), Government Furnished Equipment (GFE), Government Furnished Materials (GFM), and Government Furnished Information (GFI). The terminology GFP, GFF, GFE, GFM, and GFI will be used throughout the PWS. The Contractor shall not make any changes of any type to the site's facilities, hardware, software, or operational configuration without the appropriate controlling authority's (i.e. DISA, NCTAMS LANT Det GTMO) prior approval. The Government will retain decision-making responsibility to reconfigure system equipment installations at NCTAMS LANT DET GITMO Cuba. Any/all additions, improvements, or upgrades of GFF made by the Contractor and authorized by the Government, shall immediately be added to the appropriate inventory and become the property of the Government unless specifically excluded elsewhere in this PWS. A Property Control Plan shall be submitted to the COR by the Contractor NLT 30 calendar days after contract start date and within 30 calendar days of any change.

H.22.2 Government Furnished Facilities (GFF)

Office space will be shared with the BCO Work Group to which technicians are assigned. Use of government telephones and PCs for the performance of contract duties is authorized for official use only. Government vehicles will be provided during normal duty hours to perform assigned tasks.

The BCO TPOC will provide initial guidance and make available relevant standards, functional statements, technical manuals and documentation, computer systems guides, regulations, instructions, and operational procedures.

H.22.2.1 NCTAMS LANT GTMO Cuba Facilities and Buildings: The Government will provide for major repairs and maintenance of real property (buildings, grounds, fences, environmental control systems, etc.) at no cost to the Contractor, provided the repairs do not result from Contractor negligence. The Contractor shall be responsible for all damages caused by the intentional or negligent activity of its employees. Contractor shall return the facilities to the Government in the same condition as received, fair wear and approved modifications excepted. These facilities shall be used for the performance of this contract only. Contractor shall submit report of all damage to government facilities, equipment, materials, spare parts or property. The report of damages shall be submitted to the COR within 2 working days of the occurrence of damage.

H.22.2.2 Removal of Hazardous Materials/Hazardous Waste: All materials deemed hazardous materials by OSHA or hazardous waste by EPA that are encountered during the Contract period shall be identified, handled, containerized, stored IAW United States Environmental, Base, and host government statutes. Contractor shall schedule for pickup of hazardous waste with Commander NSA GTMO Supply and/or Public Works Department

H.22.2.3 Facility Modifications Made by the Government: The Government retains the right to make modifications to GFF. The Government will notify the Contractor via the COR of any modifications, normally 30 days, prior to start of work. The COR will review documentation for the modification for proper authorization or approval.

H.22.3 Government Furnished Equipment and Material: The Government will provide test equipment, materials and tools to accomplish assigned tasks.

H.22.4 Government Furnished Utilities, and Services

H.22.4.1 Utilities: The Government will provide, at no cost to the Contractor, electricity, air conditioning, water, and sewage/trash collection at levels provided to the Government. The Government will provide primary power through commercial sources. The site has an Uninterrupted Power Supply (UPS) that will provide power to critical equipment. On site diesel generators will provide long-term emergency power. The Government will provide maintenance to both the UPS and the long-term emergency power systems. Contractor shall report verbally and in writing, any discovered deficiencies in the power, grounding, heating, ventilation and air conditioning systems, to the COR as soon as feasibly possible.

H.22.4.2 Telephones: The Contractor is authorized to use local phone, and Defense Switching Network (DSN) telephone services for official business in support of this Contract. The Contractor shall reimburse the Government for long distance charges incurred on Government provided telephones.

H.22.4.3 Custodial Services: The Government will provide grounds maintenance services, but the Contractor shall provide all custodial services in its assigned spaces.

H.22.4.4 Refuse Collection: The Government will provide outside receptacle refuse collection at no cost to the Contractor.

H.22.4.5 Insect and Rodent Control: The Government will provide insect and rodent control at no cost to the Contractor.

H.22.4.6 Security Police and Fire Protection: The Government will provide security police and fire protection services 24 hours per day, seven days per week at no cost to the Contractor.

H.22.4.7 Emergency Medical Care: The Government will provide emergency medical care for injuries and/or illnesses incurred on site during duty hours. The Contractor shall reimburse the Government for emergency medical facilities and care used.

H.22.5 Government Furnished Information

Contractor personnel will be given access to cable records and as-built documents to complete tasks as assigned by the BCO.

Contractor personnel will be given access to local written SOPS, instructions, and processes regarding work tasks, safety, and information assurance.

H.22.5.1 Technical Publications/Libraries: The Government will provide the Contractor its current library of technical manuals, publications, standard operating procedures (SOPs), circuit history folders, instructions, and other materials listed in the applicable Technical Exhibit at the start of the Contract's first period of performance. Thereafter, the Government shall provide the Contractor with all pertinent publications as they become available as well as those manuals and materials related to any equipment and/or facilities provided to the Contractor by the Government within the period of performance. The Contractor shall be responsible for maintaining these manuals, publications, and other materials as represented in the applicable Technical Exhibit. Upon termination of the contract, the Contractor shall turn over the libraries to the Government.

H.23 CONTRACTOR FURNISHED ITEMS AND SUPPORT

H.23.1 Contractor Furnished Safety and Personnel Protective Equipment: The Contractor shall provide safety and related personnel protective equipment to include, but not limited to, rubber gloves, safety glasses, safety shoes, and eyewash equipment.

H.23.2 Property Damage: The Contractor shall be responsible for all damages caused by the negligence of its employees.

SECTION I- CONTRACT CLAUSES

I.1 FAR CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

The following clauses apply as indicated.

All of the FAR clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

- FAR 52.202-1 Definitions (JUL 2004)
- FAR 52.203-3 Gratuities (APR 1984)
- FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
- FAR 52.203-6 Restrictions on Subcontractor Sales to the Govt. (SEP 2006)
- FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)
- FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 1990)
- FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- FAR 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- FAR 52.204-2 Security Requirements (AUG 1996)
- FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- FAR 52.204-7 Central Contractor Registration (APR 08)
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- FAR 52.204-10 Reporting Executive Compensation and First-tier Subcontract Awards Jul 2010
- FAR 52.209-6 Protecting the Gvts Interest/Subcont.With Debarred, Suspended or Proposed Debar. (SEP 2006)
- FAR 52.212-1 Instructions to Offerors - Commercial Items (Feb 2012)
- FAR 52.212-4 Contract Terms and Conditions – Commercial Items (JUN 2010)
- FAR 52.217-8 Option to Extend Services (NOV 1999)
- FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC. 2007)
- FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)
- FAR 52.222-19 Child Labor---Cooperation with Authorities and Remedies (MAR 2012)
- FAR 52.222-20 Walsh Healy Public Contracts Act (DEC 1996)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- FAR 52.222-26 Equal Opportunity (MAR 2007)
- FAR 52.222-29 Notification of Visa Denial (JUNE 2003)
- FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.222-37 Employment Reports on Veterans (SEP 2010)
- FAR 52.222-50 Combating Trafficking in Persons Alt. 1 (AUG 2007)
- FAR 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- FAR 52.223-6 Drug-Free Workplace (MAY 2001)
- FAR 52.223-10 Waste Reduction Program (MAY 2010)
- FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
- FAR 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)

- FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- FAR 52.224-1 Privacy Act Notification (APR 1984)
- FAR 52.224-2 Privacy Act (APR 1984)
- FAR 52.225-1 Buy American Act – Balance of Payments Program – Supplies (FEB 2009)
- FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- FAR 52.221-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- FAR 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)
- FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (NOV 2011)
- FAR 52.227-1 Authorization and Consent (DEC 2007)
- FAR 52.227-14 Rights in Data – General (DEC 2007)
- FAR 52.228-3 Workers’ Compensation Insurance (Defense Base Act) (APR 1984)
- FAR 52.228-5 Insurance – Work on A Government Installation (JAN 1997)
- FAR 52.228-7 Insurance-Liability to Third Persons (MAR 96)
- FAR 52.228-8 Liability and Insurance- Leased Motor Vehicles (MAY 99)
- FAR 52.229-3 Federal, State and Local Taxes (APR 2003)
- FAR 52.229-6 Taxes -- Foreign Fixed-Price Contracts (JUNE 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-8 Discounts for Prompt Payment (FEB 2002)
- FAR 52.232-9 Limitation on Withholding of Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (OCT 2008)
- FAR 52.231-18 Availability of Funds (APR 1984)
- FAR 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)
- FAR 52.232-23 Assignment of Claims (JAN 1986)
- FAR 52.232-25 Prompt Payment (OCT 2008)
- FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- FAR 52.233-1 Disputes (JUL 2002)
- FAR 52.233-2 Service of Protest (SEP 2006)
- FAR 52.233-3 Protest After Award (SEP 2006)
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- FAR 52.237-2 Protection of Government Building, Equipment, Vegetation (APR 1984)
- FAR 52.237-3 Continuity of Services (JAN 1991)
- FAR 52.237-8 Restriction on Severance Payments to Foreign Nationals (JUN 1998)
- FAR 52.239-1 Privacy and Security Safeguards (AUG 2006)
- FAR 52.242-13 Bankruptcy (JUL 1995)
- FAR 52.242-15 Stop Work Order (AUG 1989)
- FAR 52.242-17 Govt. Delay of Work (APR 1984)
- FAR 52.243-1 Changes – Fixed Price (AUG 1987) (Alt III)
- FAR 52.243-7 Notification of Changes (APR 1984)
- FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (JUN 2010)
- FAR 52.245-1 Government Property (AUG 2010)
- FAR 52.245-9 Use and Charges (AUG 2010)
- FAR 52.246-1 Contractor Inspection Requirements (APR 1984)

- FAR 52.246-4 Inspection of Services-Fixed-Price (AUG 1996)
- FAR 52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria.(MAY 2001)
- FAR 52.246-20 Warranty of Services (MAY 2001)
- FAR 52.246-23 Limitation of Liability. (FEB 1997)
- FAR 52.246-24 Limitation of Liability—HighValue Items. (FEB 1997)
- FAR 52.246-25 Limitation of Liability – Services (FEB 1997)
- FAR 52.247-14 Contractor Responsibility for Receipt of Shipment (APR 84)
- FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
- FAR 52.247-25 Government-Furnished Equipment With or Without Operators. .(APR 1984)
- FAR 52.249-2 Termination for Convenience of the Government (Fixed Price) (MAY 2004)
- FAR 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- FAR 52.249-14 Excusable Delays. .(APR 1984)
- FAR 52.251-1 Government Supply Sources (AUG 2010)
- FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
- FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
- FAR 52.253-1 Computer Generated Forms (JAN 1991)

I.2 DFAR CLAUSES INCORPORATED – DFAR 252.2--TEXT OF PROVISIONS AND CLAUSES

DFAR CLAUSES: The following DFAR clauses apply: The full text of the following DFAR Clauses may be accessed electronically at <http://www.arnet.gov/dfar/>.

- 252.201-7000 Contracting Officer’s Representative (DEC 1991)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
- 252.203-7002 Requirement to Inform Employees of Whistleblower (JAN 2009)
- 252.203-7003 Agency Office of The Inspector General (DEC 2011)
- 252.203-7004 Display of Fraud Hotline Poster(s) (SEP 2011)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.204-7000 Disclosure of Information (DEC 1991)
- 252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (AUG 1999)
- 252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.204-7004 Alternate A. Central Contractor Registration (SEP 2007)
- 252.204-7006 Billing Instructions (OCT 2005)
- 252.204-7008 Export-Controlled Items (APR 2010)
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- 252.209-7999 Representations by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (DEVIATION 2012-O0004) (JAN 2012)
- 252.211-7000 Acquisition streamlining (AUG 2010)
- 252.211-7003 Item Identification and Valuation (JUN 2011)

- 252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
- 252.212-7002 Pilot Program for Acquisition of Military-Purpose Nondevelopmental Items (JUN 2011)
- 252.217-7015 Safety and Health (DEC 1991)
- 252.217-7028 Over and Above work (DEC 1991)
- 252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.223-7004 Drug-Free Work Force (SEP 1988)
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
- 252.225-7000 Buy American Act--Balance of Payments Program Certificate (DEC 2009)
- 252.225-7001 Buy American Act and Balance of Payments Program (OCT 2011)
- 252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003)
- 252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)
- 252.225-7012 Preference for Certain Domestic Commodities (JUN 2010)
- 252.225-7031 Secondary Arab Boycott of Israel (JUN 2005)
- 252.225-7041 Correspondence in English (JUN 1997)
- 252.225-7042 Authorization to Perform (APR 2003)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
- 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2012)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2012)
- 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovation Research (SBIR) Program (MAR 2011)
- 252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2011)
- 252.227-7020 Rights in Special Works (JUN 1995)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- 252.227-7030 Technical Data--Withholding of Payment (MAR 2000)
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign) (JUN 1975)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2011)
- 252.232-7007 Limitation of Government's Obligation (MAY 2006)
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7008 Assignment of Claims (Overseas) (JUN 1997)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.232-7011 Payments in Support of Emergencies and Contingency Operations (JUL 2010)
- 252.233-7001 Choice of Law (Overseas) (JUN 1997)
- 252.236-7000 Modification Proposals Price Breakdown (DEC 1991)
- 252.237-7023 Continuation of Essential Contractor Services (OCT 2010)
- 252.237-7007 Termination for Default (DEC 1991)
- 252.237-7024 Notice of Continuation of Essential Contractor Services (OCT 2010)

- 252.239-7002 Access (DEC 1991)
- 252.239-7004 Orders for Facilities and Services (NOV 2005)
- 252.239-7005 Rates, Charges, and Services (NOV 2005)
- 252.239-7006 Tariff Information (JUL 1997)
- 252.239-7007 Cancellation or Termination of Orders (NOV 2005)
- 252.239-7008 Reuse Arrangements (DEC 1991)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991)
- 252.243-7001 Pricing of Contract Modifications (DEC 1991)
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)
- 252.245-7002 Reporting Loss of Government Property (FEB 2011)
- 252.245-7003 Contractor Property Management System Administration (FEB 2012)
- 252.245-7004 Reporting, Reutilization, and Disposal (AUG 2011)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2008)
- 252.246-7001 Warranty of Data (DEC 1991)
- 252.246-7003 Notification of Potential Safety Issues (JAN 2007)
- 252.247-7006 Removal of Contactor's Employees (DEC 1991)
- 252.247-7007 Liability and insurance (DEC 1991)
- 252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002)
- 252.251-7000 Ordering from Government Supply Sources (NOV 2002)
- 252.227-7015 Technical Data-commercial Items NOV 1995

I. 3 CLAUSES INCORPORATED IN FULL TEXT

I.3.1 FAR 52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

13.2 FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X__ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X__ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

X__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X__ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X__ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X__ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X__ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X__ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.3.3 FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

The Government may extend the term of this contract by written notice to the Contractor by the first day (i.e. 1 OCT) of the option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause shall not exceed 1,658 days.

**I.3.4 (HA06LN)
NAVSUPWSSHA06
NAVY USE OF ABILITYONE SUPPORT CONTRACTOR/RELEASE OF OFFEROR
INFORMATION (MAY 2012)**

**NOTE: THIS CLAUSE DOES NOT APPLY TO ANY CONTRACTUAL DOCUMENTS
ISSUED BY THE DLA ACTIVITIES IDENTIFIED BY DODAAC SPRMM1 OR SPRPA1**

NAVSUP Weapon Systems Support (NAVSUP WSS) may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (see contact information below). The support contractor must provide copies of the executed agreements to the Contracting Officer (PCO) and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the PCO for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP WSS contract.

Company: AbilityOne Program
Name: Karen Burns
Telephone Number: 1-703-310-0462
E-Mail Address: kburns@nib.org

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
1	PWS –Telecommunications Infrastructure Technical Support
2	Personnel Qualifications
3	Sub Tasks
4	Performance Standards and Assessment Methods
5	Contract Data Requirements List
6	Data Item Description
7	Past Performance Form
8	Past Performance Evaluation Questionnaire
9	Contractor Confidentiality and Non Disclosure

SECTION K – OFFERS REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Provision No	Title
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Jan 1990)
FAR 52.223-4	Recovered Material Certification (Oct 1997)
DFAR 252.247-7022	Representation of Extent of Transportation by Sea (Aug 1992)

K.2 SOLICITATION PROVISIONS INCORPORATED IN FULL TEXT

K.2.1 FAR 52.209-7 Information Regarding Responsibility Matters (Jan 2011)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

K.2.2 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Apr 2012) and Alternate I (Apr 2011).

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
 - (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on ORCA.]*
- (c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*

_____.]

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph

(g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph

(g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(End of Provision)

K.2.3 252.209-7999 - Representations by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (DEVIATION 2012-O0004) (JAN 2012)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 - (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.2.4 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that --

- (a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.2.5 DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

K.3 REQUIREMENT FOR TECHNICAL DATA CERTIFICATION

The offeror shall certify below as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer: if so, he shall identify one such contract or subcontract under which such technical data was delivered or will delivered, and the place of such delivery.

Contract Number	Subcontract Number	Government Agency
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K.4 OFFEROR DATA

- (a) The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals. Contractor is to list herein names, titles, telephone numbers of the authorized negotiators;

- (b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.00.
 - (1) Contractor Identification Data.
 - DUNS Number _____
 - Cage Code _____
 - (2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc., in the cost proposal.
 - (i) Accounting System (all contracts other than Firm Fixed Price)
 - Date Submitted _____ Date approved _____ By _____
 - Limitations _____
 - (ii) Cost Accounting Standards Disclosure Statement (Large Business Only)

Date Submitted_____Date Approved_____By_____

Lastest Revision of CASB

Date Submitted_____Date Approved_____By_____

Potential Non-Compliances (As notified by ACO)_____

(iii) Purchasing System (See FAR 44.302)

Date Submitted_____Date approved_____by_____

(iv) Forward Pricing Rate Agreement (If applicable)

Date Submitted_____Date approved_____by_____

(v) Facilities Clearance (Security)

Date submitted_____date approved_____by_____

3. Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices

DCM Office _____

ACO Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K.5 REPRESENTATION REGARDING EMPLOYMENT OF DEPARTMENT OF DEFENSE (OCT 1992)

The contractor represents that he does (), does not (), now employ or intend to employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) for work or consultation under this contract. Affirmative representations must be fully explained in writing and attached hereto [include the names of such persons and the DoD activity employs them].

K.6 DISCLOSURE STATEMENT REGARDING CONFLICTS OF INTEREST

It is the policy of the Department of the Navy to avoid contract awards which could create potential conflict of interest. Such a situation could occur in this instance when the Contractor or any subcontractors have business, financial, real property, mineral rights, or other interest that create conflicting roles which could potentially bias a Contractor's judgment and thus impede the Government's objective of obtaining impartial, technically sound, and objective performance of the contract.

- (a) The Offeror and each proposed subcontractor or consultant will provide a statement which, to its best knowledge and belief, describes in a concise manner the relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) is or its responsible participating personnel may have that may bias or conflict with performance of the work described in this RFP.
- (b) If the Offeror, or proposed subcontractor or consultant has been awarded a contract or subcontract which contains a provision restricting it from performing the proposed work, the disclosure statement shall include a brief description of each such contract or subcontract and include a copy of the restrictive provisions.

(c) Moreover, if the Offeror, or proposed subcontractor or consultant: (1) is an individual currently or previously employed by the U.S. Government, (2) is an organization substantially owned or controlled by current or previous employees of the U.S. Government, or (3) expects to utilize in performance of a contract resulting from this solicitation a current or previous employee of the U.S. Government; then the Offeror, proposed subcontractor, or consultant should be aware of the provisions of Title 18 U.S. Code, Chapter 11 regarding conflicts of interest in the above circumstances. A statement of all facts resulting in a potential conflict in this instance because of the above must be included in the response to this solicitation.

(d) In the absence of any interest referred to above, the Offeror and each proposed subcontractor or consultant shall submit a statement certifying that to its best knowledge and belief no conflicting interest exists.

(e) The Department of the Navy will review the statement submitted and may require additional information. The statement and any additional information submitted or otherwise known to Navy will be used to determine whether an award to the Offeror may create a real or apparent conflict of interest. If such conflict is found to exist, the Navy may:

- (1) disqualify the offeror;
- (2) impose appropriate conditions which satisfactorily mitigate or avoid such conflict, or;
- (3) determine that it is otherwise in the best interests of the Government not to disqualify the offeror

(f) Failure to provide the statement and any additional information required, or the nondisclosure or misrepresentation of any relevant interests shall result in disqualification under this solicitation or, if discovered after award, may result in termination for default, disqualification under other Government contracts, and such other remedial action as may be permitted by law or the resulting contract.

(g) Any request for waiver from the terms of this contract provision shall be directed in writing to the KO and shall include a full description and justification of the required waiver.

(h) OCI provisions will be incorporated at the TO stage per FAR 9.506(b).

K.7 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (JAN 2009)

(a) Definitions. As used in this provision—

- (1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) “Terrorist country” means a country determined by the Secretary of State, under section (j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
- (3) “Significant interest” means—

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

K.8 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002)(JUN 2005)

(a) Definitions. As used in this provision—

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

- Offeror's Point of Contact for Questions about Disclosure:
- (Name and Phone Number with Country Code, City Code and Area Code, as applicable)
- Name and Address of Offeror:
- Name and Address of Entity Controlled by Description of Interest, Ownership Percent,
- Government Identification of Foreign Government

K.9 AUTHORIZED NEGOTIATORS (APR 2000)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal. Contractor is to list herein names, titles, and telephone numbers of the authorized negotiators;

_____	_____
_____	_____
_____	_____

SECTION L - INSTRUCTION, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The below listed solicitation provisions from the Federal Acquisition Regulation (FAR) which have been checked by the Government are made a part of this solicitation with the same force and effect as if set forth in full text.

<u>Provision</u>	<u>Title</u>	<u>Date</u>
FAR 52.212-1	Instructions to Offerors- Commercial Items.	Feb 2012
FAR 52.207-1	Notice of Standard Competition	May 2006
FAR 52.237-1	Site Visit	Apr 1984

L.2 SOLICITATION PROVISIONS IN FULL TEXT:

The following provisions prescribed by the FAR and the Department of the Navy Acquisition Regulation are required to be set forth in this solicitation in full text.

L.2.1 - FAR 52.216-1 Type of Contract (Apr 1984)

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

L.2.2 - FAR 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 NAVSUP WSS, Attn: Code 0271.A9 Chris Seier, 5450 Carlisle Pike, Mechanicsburg, PA, 17055

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

L.2.3 - FAR 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this requirement. The Government's obligation under this requirement/contract if any, is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this requirement and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

L.3 SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-1449 RFP):

This document, which may be used as part of the contract award document shall be fully executed and returned as a separate document from the technical and cost proposal. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K, and ensure that an authorized person signs the offer in Block 30a of the SF1449.

L.4 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DFARS 252.204-7001)

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for name and address. Enter CAGE before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will -
 - (1) Ask the Contractor to complete Section B of the DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete Section A and the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

L.5 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Offeror shall submit a brief price and technical quote in three separate volumes as follows:

L.5.1 Introduction:

The Government intends to use the following process to acquire Technical support required for the telephone-switching and outside cable plant networks that are in place, being installed, and / or future installations to promote efficient and effective operations of the voice / data networking at GTMO Cuba in support of the Naval Computer and Telecommunications Area Master Station Atlantic (NCTAMS LANT) Detachment (DET) GTMO Cuba as identified in Section C.

Interested parties shall email the Contract Specialist/Chris.Seier@navy.mil and Contracting Officer / Valerie Hawthorne to request access to the Ariba collaboration tool; <http://navyauctions.sourcing.ariba.com/> if access has not already been granted. The Contract Specialist / Contracting Officer will initiate vendor/respondent access to the Ariba collaboration tool for this particular RFP.

All communications reference this requirement, between the Contract Specialist / Contracting Officer and vendor, as well as uploading technical and price information will occur through this tool. Phone calls and Email communications will ONLY be accepted if related to registration and technical problems with the Ariba collaboration tool.

L.5.2 Acquisition Timeline:

18 July 2012 - RFP Release

19 July 2012-Vendor registration for site visit required.

2 August 2012/0900 - Site Visit scheduled – GTMO Cuba

On or before COB, 1800 EST: 6 August 2012 – Vendor Questions Due
(uploaded as an amendment to the solicitation via the Ariba communication tool)

On or before COB 1800 EST: 9 August 2012 - Government Responses Due
(as an amendment to the RFP posted to FedBizOps and uploaded as an amendment to the solicitation via the Ariba communication tool)

On or before COB, 0900 EST: 20 August 2012 - Volumes I, II and III Due (Business Volume, Technical and Price Proposal)
(uploaded as three separate documents to the solicitation via the Ariba communication tool)

Estimated Award Date – on or before 10 September 2012

Transition in P/P start date: 15 September 2012

Base P/P start date: 01 October 2012

Note: Vendor submissions for Volumes I, II and III must be uploaded to the Ariba tool, however, if and only if there is technical difficulties with the Ariba communication tool that are prohibiting upload of Volumes I, II and III, please call Chris.Seier, 717-605-2189, or Valerie Hawthorne, 717-605-3946, for assistance or submit the Volumes I, II and III directly to Chris.Seier@navy.mil and Valerie.Hawthorne.navy.mil.

L.5.3 SITE VISIT

L.5.3.1 A site visit in reference to subject solicitation will be conducted at the following site, time and date. Requests for visits outside of these dates will be denied.

<u>SITE</u>	<u>DATE</u>	<u>TIME</u>
Arrival of flights in to GTMO Cuba	1 August 2012	4:15 PM
Naval Computer and Telecommunications Area Master Station Detachment GTMO, Cuba	2 August 2012	9:00 AM
Departure of flights to Miami, FL	3 August 2012	11:30 AM

Registration required by COB 19 July 2012

L.5.3.2 All questions relative to the site visit, PWS, and solicitation shall be submitted to the Contracting Officer as part of the Vendor Question period.

L.5.3.3 A site visit is required by all offerors prior to receipt of Volume I, II and III requirement. Vendors requesting to take part in the site visit will contact the Contract Specialists at Chris.Seier@navy.mil and Valerie.Hawthorne@navy.mil

L.5.3.4 **Names of attending personnel (limit 1 per Vendor) must be provided to the Point of Contact above “and” to the Contract Specialists Chris.Seier@navy.mil and Valerie.hawthorne@navy.mil, not later than Thursday, COB, 19 July 2012.**

L.5.3.5 If a representative from your organization plans to attend, begin preparations immediately.

L.5.3.6 All vendor questions following the site visit, and of a non-proprietary nature, should be submitted to the NAVSUP WSS contract office as directed in the above timeline.

L.5.3.7 **Required information for registration**

- 1. Arrange for lodging and complete Entry Request Form (STEP 1) (See attached document). Vendors must include a lodging confirmation number on the request form and fill out all of STEP 1: VISITOR INFORMATION, FLIGHT INFORMATION AND BASE PROVIDED QUARTERS. Vendors shall ensure that lodging and flight reservations are confirmed before sending the *form to the BCO POC.**
- 2. Due on or before COB on Thursday, 19 July 2012**

*Scan and Email it back to the Government POCs at:

darrell.kegler@usnbgmtmo.navy.mil and thomas.brewer@usnbgmtmo.navy.mil
OR - fax it to 011-53-99-2700 or DSN:660-2700.

- 3. The Government reviews and validates the form, completes the sponsor sections and sends to the base for approval (10 days required for review). Once approved the Government will fax or scan & email the form back to the visitor. Visitor is now ready for entry into GTMO.**
- 4. Contractors must have valid U.S. Passport**

L.5.3.8 **FLIGHT/LODGING/TRANSPORTATION ARRANGEMENTS:**

- 1. DET GTMO will sponsor these visitors. Point of Contacts (POC) are as follows:**

BCO POC Primary: Darrell Kegler FAX 011-5399-2700, e-mail:
Darrell.kegler@usnbgmtmo.navy.mil, TEL: 011-5399-2610

BCO POC Secondary: Tom Brewer FAX 011-5399-5104, e-mail: thomas.brewer@usnbgmto.navy.mil, TEL: 011-5399-4874

2. Darrell will meet the visitors once they clear GTMO Airport security and will escort directly to the site visit. After the site visit Darrell will escort site visitors to the lodging facilities.
3. Visitor arranges their own air transportation, lodging and rental cars if required. Visitors will need to get the lodging confirmation number.
4. The only Airline that can meet this schedule would be IBC Travel out of Miami, FL.
5. Vendors will not be allowed to board the aircraft in Miami without a copy of the approved entry form and a valid U.S. Passport.
6. Vendors are required to make their own lodging arrangements and rental vehicles (if required).
7. Lodging Reservations:
 - Navy Lodge: 011-53-99-3103
 - If the Navy Gateway Inns & Suites, full, then call the Combined Bachelor's Quarters (CBQ) by dialing: 011-53-99-2400 or 2907 or DSN:660-2907/2400
 - Get a confirmation number, which needs to be entered into STEP 1 of the entry clearance request form.
8. Car reservations- The Navy Exchange's (NEX) Rental Car Office, 011-53-99-74316

Notes:

1. Transportation – The Government POC will meet the vendors at the airport upon arrival and provide transportation either to lodging or rental car location as well as provide transportation back to the airport for departure. Vendors who have arranged for rental cars will be taken to the rental car location to pick-up a vehicle. There is base bus transportation. The galley, restaurants, and the gym are within walking distance of lodging. The Government POC will accommodate transporting up to 10 vendors in available government vehicles for a tour of sites that work would normally be performed at under the Tech Services contract.
2. The Navy will not assume liability for costs incurred by an attendee or for travel expenses or marketing efforts; therefore, attendee cost in response to this notice is not considered an allowable direct charge to the Government.

L.5.4 Note to Offerors:

L.5.4.1 Notice of unacceptability and/or competitive range determination of technical proposals will be forwarded upon completion of the technical proposal evaluation.

L.5.4.2 Each price proposal in VOLUME III must be based on the offeror's own technical proposal.

L.5.4.3 Offeror Information in one volume will not be considered for the purposes evaluation of another volume, (i.e. information included in Volume III will not be considered as responses to evaluation of information required in Volume II).

L.5.5 Instructions for Submission of Questions:

Questions: Offerors may submit questions concerning or request clarification of, any aspect of this RFP per the acquisition timeline above. All questions shall be submitted to the Contract Specialist via Ariba tool. Multiple questions from one vendor shall be consolidated and uploaded through the Ariba tool as one Word document titled“(company name), Questions”. Comments and questions must reference RFP N00104-12-R-Q476. Documents and communications submitted by vendors through the Ariba tool are only viewable / accessible to Government personnel involved in the acquisition.

Proprietary data submitted in response to this solicitation will be protected when so designated on the submitted material. Acknowledgement of receipt of the questions will not be made. Responses to all the questions will be provided via the Ariba tool and/or amendments to the solicitation per the acquisition timeline above.

L.5.6 Instructions for Submission of Proposals:

Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

The vendor's proposal shall include SF-1449, and Volume I, II and Volume III as three separate documents, submitted at the same time, and uploaded to the Government Ariba collaboration tool at <http://navyauctions.sourcing.ariba.com/> under RFQ: N00104-12-R-Q476.

A complete Volume I Business Volume, Volume II Technical Proposal and Volume III, Price Proposal shall be submitted by the closing date specified in this solicitation. If any one proposal volume is received past the stated closing date specified in this solicitation, the entire proposal will be considered late. No further consideration will be given to any offeror who submits any of these volumes late IAW FAR 15.208(b).

Each page of the vendor's Volume I, II and III shall be marked with the following:

SOURCE SELECTION SENSITIVE, SEE FAR PART 2.101 AND 3.104

Volume I – Business Volume

Volume II – Corporate Experience, Technical Capability, and Past Performance

Volume III – Price Proposal

L.5.6.1 VOLUME I – (BUSINESS VOLUME) SUBMISSION INSTRUCTIONS

L.5.6.1.1 Format/Page Specifications:

- The Business volume submission shall be uploaded into the Ariba collaboration tool as a separate document, labeled “Volume 1 (Company Name)”, at the same time as the Technical and Price Proposal.
- The business volume shall contain the following items:
 - Proprietary disclosure statement/Letter of Submission (**one page**), which includes a Statement of Intention to comply with the Performance Work Statement, all terms and conditions of the contract.
 - A signed SF-1449
 - A fully completed RFP, including submission of Representations and Certifications in Section K
 - Proposal validity through 31 October 2012
 - No page limit.

L.5.6.2 VOLUME II (TECHNICAL PROPOSAL) SUBMISSION INSTRUCTIONS

L.5.6.2.1 Format/Page Specifications:

- Technical submission shall be uploaded into the Ariba collaboration tool, as a separate document, labeled “Volume II (Company Name)”, at the same time as Volume I and Volume III.
 - 14 page limit
 - The page limit does not include a one-page cover sheet, a one page table of contents, resumes (no longer than 3 pages each), contingency letters, NAC documents, acronym lists and blank divider pages.
 - All pages in the technical proposal, to include resumes shall be:

- ◇ Font size 12, Times New Roman, Sheet size 8 ½ x 11, one-inch margins, single spaced, black ink (all pages);
- ◇ Font sizes for tables and graphics may be other than size 12, however they must be legible.
- ◇ MS Word or Excel format; (.PDF is also acceptable but only “in conjunction” with copies in MS Word or Excel);
- ◇ Page consecutively numbered to include all elements of the Technical Proposal (Volume II).
- Resumes:

Each resume is limited to 3 pages, not to include a cover sheet;

 - ◇ Header of each page shall have the following information;
 - ◇ Company’s name
 - ◇ Name and category of the person
 - ◇ Volume II/12RQ476
 - ◇ Page_of_
- Headers;

Each header of the Technical Proposal (Volume II) shall have the following information:

 - ◇ Company’s Name;
 - ◇ Volume II/12RQ476
 - ◇ Page_of_;
 - ◇ Headers and Footers shall not include imbedded logos or references to websites.
- Volume II Proposal shall not include web site references.
- Attachment #7 (Past Performance Form/with one continuation sheet) shall be utilized for the submission (limit 3 submissions).
- Offeror’s shall send a Past Performance Evaluation Questionnaire (attachment 8 to RFP, to the point of contact for each past performance reference provided under Attachment #7). These forms shall be completed by the POC and returned directly to the contract specialist, chris.seier@navy.mil by the proposal due date.

L.5.6.2.2 Technical Proposal Contents:

- Cover Page: The cover page shall include:
 - Company Name
 - Cage Code, Duns #, TIN #
 - Address
 - Company Point of Contact (PCO)
 - Telephone number, fax number, email address
 - Date of submission, the Solicitation title and number

- Names, telephone numbers and email addresses of persons authorized to conduct negotiations
- Proposal validity through 10/30/12
- The Technical Proposal shall NOT contain any reference to cost; however, non-cost information concerning labor allocation and categories, travel, materials, equipment and any non-cost information of interest to technical reviewers shall be contained in the Technical Proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated.
- The Technical Proposal shall follow the outline of the PWS in Section C of the RFP by referencing back to specific paragraph/subparagraph numbers of the PWS where applicable.
- The offeror shall submit a Technical Proposal that clearly identifies and delineates the division of performance between the prime contractor and the subcontractor(s), if applicable.
- The offeror's Technical Proposal shall address the evaluation factors in Section M, follow the outline of the PWS in Section C of the RFP.
- Offeror's shall send a Past Performance Evaluation Questionnaire (Attachment 8 to RFP) to the point of contact for each past performance reference provided under Attachment #7. These forms shall be completed by the POC and returned directly to the contract specialist, Chris.Seier@navy.mil by the proposal due date.
- Past Performance Evaluation Questionnaire: "Message to the assessor: Your assistance is requested by NCTAMS LANT Det GTMO Cuba and NAVSUP WSS, Mechanicsburg PA, to assist with establishing the performance history for the offeror named below. In efforts to expedite receipt of the requested information, NAVSUP WSS respectfully requests that you do not mail hard copies. Instead, please e-mail the completed questionnaire(s) to: Chris.Seier@navy.mil and Valerie.Hawthorne@navy.mil or fax to (717) 605-1951; please use a cover page.
- Instructions:
 - ◇ PLEASE VERIFY SECTIONS II, AND COMPLETE SECTIONS III THROUGH VII AND RETURN TO THIS CONTRACTING OFFICE VIA EMAIL BY COB THURSDAY, 16 AUGUST 2012.
 - ◇ IF ANY INFORMATION IS INCORRECT IN SECTION II, PLEASE ANNOTATE AND PROVIDE THE CORRECT INFORMATION ACCORDINGLY.

L.5.6.2.3 Technical Proposal Page Limitations:

The Technical Proposal for Section M – Evaluation Factors, shall be limited to 14 pages, and include the following categories (with page limits where indicated):

- Factor #1: Technical Capability (*limited to six pages*)
 - Sub-Factor #1.1: Technical Approach (*limited to three page*)
 - Sub-Factor #1.2: Staffing Plan –(*limited to two pages*)
 - Sub-Factor #1.3: Resumes (*limited to three pages each-pages not included in overall technical capability page limit*)
 - Sub-Factor #1.4: Risk (*limited to one page*)
 - Sub-Factor #1.5: Management Plan (*limited to two pages*)
- Factor #2: Past Performance (*limited to six pages, two pages each submission*)

L.5.6.3 VOLUME III – PRICE PROPOSAL SUBMISSION INSTRUCTIONS

The Price Proposal shall be a separate volume from the written portion of the technical proposal and will be used to determine price and cost reasonableness as well as your understanding of the work and potential for successfully performing the tasks. Proposals are requested for the work and services contained in the PWS in Section C of the RFP.

L.6.1 Format/Page Specifications:

- Price Proposal shall be submitted via the Ariba tool to the Contract Specialist as a separate document, labeled “Volume III (Company’s name)”, at the same time as the Technical Proposal;
- All pages in the Price Proposal shall be formatted as follows;
 - No Page Limitation;
 - MS Word or Excel format (.PDF is also acceptable, but in “conjunction with” copies of MS Word or Excel);
- Volume III proposals shall NOT contain web site references;
- The Header of each page shall read as follows;
 - Company’s Name;
 - Volume III/12RQ476;
 - Page_of_.

L.6.2 Price Proposal Contents:

- Offerors shall propose a monthly FFP for services for the phase-in period, base period and each option period. The FFP shall include COLA, Housing, repatriation costs and other costs required to perform the tasks specified in the PWS.

- Offerors shall provide a cost breakdown as other than cost and pricing data of the costs within the FFP amounts.
- Offerors shall provide details and costs of lodging arrangements.
- Offerors shall list the labor categories of key and non key personnel, hourly rates and estimated hours for each candidate proposed for the FFP monthly amounts.
- Offerors shall propose FFP surge CLINS, for emergency dispatch as indicated in dispatches of 4 and 6 hours.
- Offerors shall list the labor categories of the key and non key personnel, hourly rates for each of the candidates proposed for the surge/dispatch CLINS.
- Identify any escalation rates utilized in the preparation of the cost proposal and provide historical information pertaining to the actual escalation rate experienced over the past three year period for same or similar type services.
- Attach the Mission Essential Personnel Response Plan IAW DFAR 252.237-7024, which will be reviewed for completeness only.

L.6 LABOR CATEGORY IDENTIFICATION (add to staffing plan)

The offeror shall submit the following information:

For each category of labor specified by the Government in Section B, the offeror shall identify the corresponding company labor category/categories. For each company labor category identified, the offeror shall define and specify below the minimum qualifications/experience elements that will be used by the contractor as a basis for assignment personnel for work under the contract.

Company	Labor Categories	Minimum qualifications
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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The below listed solicitation provisions from the Federal Acquisition Regulation (FAR), which have been checked by the Government, are made part of this solicitation with the same force and effect as if set forth in full text.

<u>Provision</u>	<u>Provision Title</u>	<u>Provision Date</u>
FAR 52.217-5	Evaluation of Options	JUL 1990
FAR 52.232-15	Progress Payments Not Included	APR 1984

M.2 GENERAL INFORMATION

Award of the contract resulting from this solicitation will be made to the offeror whose proposal conforms to the solicitation and is determined to be the Technically Acceptable Lowest Priced offer to the Government, considering the evaluation criteria listed. A Technically Acceptable/Lowest Price evaluation process will be utilized. Evaluation ratings of acceptable and unacceptable will be used.

Technical evaluation factors are Corporate Experience, Technical Capability (and its sub-factors: Technical Approach, Staffing Plan, Resumes, Risk), and Past Performance. Awards may be made on the basis of initial offers without discussions. Offerors are therefore cautioned that their initial offer should contain the offeror's best terms.

Offerors are not encouraged to take exceptions to this solicitation. Any exceptions taken to specifications, terms and conditions, or other aspects of this solicitation shall be explained in detail and set forth in a cover letter, as well as, in a related section of the Technical Proposal. Offerors are to detail the particular section, clause, paragraph and page to which they are taking exception.

The Technical Proposal should be written so that management and technically oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. The Government will not assume that the offeror possesses any capability or knowledge unless it is specified in the Technical component.

Statements such as "the offeror understands", "will comply with the performance work statement", "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the PWS are considered inadequate. The technical proposal must provide details concerning what the offeror will do and how it will be done. This includes a full explanation of the proposed techniques, disciplines, and procedures to be followed.

Proposals will be rated and ranked on the evaluation factors listed below. Offerors lacking sufficient relevant Past Performance will be rated Neutral for this factor. For evaluation purposes a Neutral rating under Past Performance will be given a technically acceptable rating. If, during the technical evaluation, an Offerors' Corporate Experience or Technical Capability is determined to be unacceptable the Offeror will receive an overall Technically Unacceptable rating for Volume II.

M.3 EVALUATION FACTORS

Each offeror will be evaluated based on the following evaluation factors/sub- factors:

- Factor #1.0 - Technical Capability
 - Sub-Factor #1.1 – Technical Approach
 - Sub-Factor #1.2 – Staffing Plan
 - Sub-Factor #1.3 – Resumes
 - Sub-Factor #1.4 – Risk
 - Sub-Factor #1.5 – Management Plan
- Factor #2.0 - Past Performance
- Factor #3.0 – Cost/Price

Offerors lacking sufficient relevant Past Performance will be rated Neutral for this factor. For evaluation purposes a Neutral rating under Past Performance will be given a technically acceptable rating. If, during the technical evaluation, an Offerors' Corporate Experience or Technical Capability is determined to be unacceptable the Offeror will receive an overall Technically Unacceptable rating for Volume II.

M.3.1 Technical Capability - Factor #1

When reviewing the proposals, the evaluation team will evaluate Technical Capability using its five sub-factors. An offeror must demonstrate an acceptable Technical Capability for "all" of the five sub-factors, listed below, in order to be considered for an acceptable rating for the Technical Capability factor.

M 3.1.1 Sub-Factor #1.1 – Technical Approach

M 3.1.1.1 The offeror shall provide in detail, a technical approach that will successfully accomplish the requirements of the RFP, including the PWS and attachments.

M 3.1.1.2 The technical approach must show competence in identifying relevant technical problems and how the offeror would provide effective solutions in an efficient and timely manner.

M 3.1.1.3 The offeror's Technical Approach shall address the following aspects of the PWS, the offeror's understanding of the requirement, capabilities to accomplish the tasks and specify how the offeror intends to provide the following as outlined in the PWS, section C. An offeror must demonstrate an acceptable Technical Approach for "all" of the five sub-factors, listed below, in order to be considered for an acceptable rating for the Technical Approach factor.

M 3.1.1.3.1 Central Office Technician functions

M.3.1.1.3.1.1 Technical support for the telephone-switching network that is in place, being installed, and/or that can be obtained and installed to promote efficient and effective operations of the voice/data networking. The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of switching equipment and network connections. The contractor technician shall familiarize his or herself with the Defense Switch Network (DSN) Security Technical Implementation Guide (STIG). The STIG and associated checklist is available at: <http://iase.disa.mil/stigs/a-z.html>. The BCO's lead Central Office Technician will identify tasks and specify times for completion of tasks. The contractor's technician shall accomplish tasks on their own as BCO work group members. The contractor's Central Office Technician will be responsible for the following tasks which are a representative, but not all-inclusive list.

M.3.1.1.3.1.2 Maintain and document NORTEL telephone switch system configurations in accordance with policy and requirements specified in the DSN STIG and direction from the designated DSN Information Assurance Officer (IAO).

M.3.1.1.3.1.3 Install, test, troubleshoot, program, maintain, and repair digital switching equipment consisting of Nortel Meridian 1 81C (4 each), Meridian 61C (1 each) with fiber remotes (8 each).

M.3.1.1.3.1.4 Analyze system failures and other unusual system occurrences to isolate the source of the problem and determine whether software, hardware or other factors cause system failure. IAW DSN STIG immediately report information assurance anomalies to the IAO.

M.3.1.1.3.1.5 Perform scheduled preventive maintenance on the switching system components, sub-components, peripherals and associated equipment.

M.3.1.1.3.1.6 Perform recurring system tests and checks. Attachment (3) provides sub-tasks.

M.3.1.1.3.1.7 Make cable pair assignments, make proper connects on the main distribution frame using wire wrap and punch down tools.

M.3.1.1.3.1.8 Maintain up to date central office cable layout drawings and cable records.

M.3.1.1.3.1.9 Ensure all pertinent information relating to switch configuration, changes, maintenance, outages etc. is logged in the DSN log IAW DSN STIG.

M.3.1.1.3.1.10 Maintain emergency power equipment such as rectifiers, battery banks, inverters and grounding systems. Attachment (3) provides sub-tasks. Initiate remedial action as necessary and maintain documentation of test results for review or inspection by higher authority.

M.3.1.1.3.1.11 Perform administrative functions on four 81C and one 61C switches and fiber remotes associated with installing, disconnecting and relocating services to include changing class of service, adding call groups and provisioning CallPilot voice mail systems on analog and digital phones.

M.3.1.1.3.1.12 Logging of trouble tickets and work orders using the current cable management database ensuring they are routed to the appropriate section for completion. Troubleshoot all trouble tickets on the main distribution frame prior to turning them over to the appropriate section for repair and assist these sections with trouble shooting when in the field.

M.3.1.1.3.1.13 Use test equipment to include oscilloscopes, digital multimeters, transmission-test sets (T-bird/Firebird), optical time domain reflectometers (OTDR) and optical power meters to perform tests on incoming and outgoing trunks, circuits and data links.

M.3.1.1.3.1.14 Compliance with DoD annual IA training requirements

M.3.1.1.3.1.15 Compliance with DoD and OSHA safety requirements

M.3.1.1.3.1.16 Remote maintenance support for the Avaya / NORTEL switches

M.3.1.1.3.1.16.1 Escalate to OEM remote maintenance support, in a timely manner, technical NORTEL switch issues that are not resolved through local trouble shooting efforts.

M.3.1.1.3.1.16.2 Remote maintenance support for the Avaya/NORTEL switches specified in this PWS and the Call Pilot voice mail system is an optional requirement. Remote maintenance shall be available 24x7 to provide expert level support to find solutions for problems that level I and II personnel were unable to resolve. An Avaya/NORTEL OEM partnership for NORTEL switches and voice mail system or documentation for the most recent 24 month period of remote maintenance support is required. Documentation shall include technical qualifications and experience providing 24x7 remote maintenance on NORTEL products identified in this PWS

M 3.1.1.3.2 Outside Plant Cable Splicing Technician functions

M.3.1.1.3.2.1 Technical support for the telecommunication outside cable plant network that is in place, being installed, and/or that can be obtained and installed to promote efficient and effective operations of the voice/data networking at GTMO. The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of both copper and fiber telecommunication cabling. The BCO's Cable Plant Section leader will prioritize tasks and specify required milestones for completion of each job. The contractor's technicians shall accomplish tasks with little or no direct supervision and perform tasks as BCO work group members. The Outside Plant Cable Splicing Technicians will be responsible for the following tasks which are a representative, but not all-inclusive list.

M.3.1.1.3.2.2 Install, test, troubleshoot, maintain, and repair telecommunication infrastructure cabling consisting of aerial, underground and buried plastic sheathed copper cable ranging from 25 to 2400 pair and outside plant single/multi mode fiber optic cables ranging from 12 to 288 strands.

M.3.1.1.3.2.3 Splice copper cable using 710, MS2, AMP and scotch lock splicing techniques for cables ranging from 25 to 2400 pair plastic sheathed telephone cable.

M.3.1.1.3.2.4 Utilize the different types of splice closures available to seal spliced copper cable ranging from 0.25 to 3.5-inch cable diameters and cable counts from 25 to 2400 pair plastic sheathed cable.

M.3.1.1.3.2.5 Terminate copper cable ranging from 25 to 2400 pair using terminal types to include 110, 66M and Central Office distribution frames.

M.3.1.1.3.2.6 Work with both single-mode and multi-mode fiber optic cable.

M.3.1.1.3.2.7 Terminate fiber optic cable using industry standard types of terminating procedures.

M.3.1.1.3.2.8 Splice fiber optic cable using fusion-splicing techniques

M.3.1.1.3.2.9 Test fiber optic cable using power meters and time domain reflectometers.

M.3.1.1.3.2.10 Use schematic diagrams and test equipment to include oscilloscopes, digital multimeters, tone generators, optical time domain reflectometers (OTDR) and optical power meters.

M.3.1.1.3.2.11 Apply appropriate electronic formulas involved in tasks to include testing, troubleshooting, calibrating, aligning, maintaining and repairing copper/fiber telecommunications cable.

M.3.1.2 Sub-Factor #1.2 – Staffing Plan

M.3.1.2.1 The technical proposal must provide a staffing plan adequate to accomplish the requirements in the PWS.

M.3.1.2.2 Offeror shall provide a proposed schedule of services indicating the associated labor category, staffing level, and proposed hours.

M.3.1.2.3 Partner / subcontractor information and division of work Offeror shall provide details regarding partners and subcontractors. Offeror shall state the proposed percentage of work being accomplished by the prime contractor and each subcontractor.

M.3.1.2.4 Response to L.6 Labor Category Identification

M.3.1.3 Sub-Factor #1.3 – Resumes

Offeror shall provide technically acceptable resumes for Key Personnel, as listed below that demonstrates offeror has fully qualified personnel available to staff these positions to meet the requirements of the PWS.

M.3.1.3.1 Each resume shall provide the below information.

- name/job title/labor category
- skills/qualifications
- National Agency Check status
- shall clearly identify if individual is a current employee
- if not a current employee of the prime, the prime shall provide a statement signed by the candidate proposed that indicates they have agreed to be employed by the offeror for the indicated position.(Letter of contingency)

M.3.1.3.2 Resumes are required as listed below.

Labor Category	Required Resumes
Central Office Technician	1 (one)
Outside Plant (OSP) Technician	2 (one)

Notes:

1. Vendors are free to propose a mix of personnel that meet the estimated FTE in each category; i.e., two candidates working at half-time would equal one FTE. Resumes should be submitted for each candidate being proposed.
2. Resume shall CLEARLY indicate which labor category the candidate is being **proposed for; use ONLY the Government provided labor categories: Central Office Technician and Outside Plant Cable Splicing Technician.** Vendors are free to provide a cross reference from the Government's labor category to the vendor's labor category.

3.KEY PERSONNEL

SUBSTITUTION OF KEY PERSONNEL: The Key Personnel positions are identified single points of failure. Substitution of Key Personnel shall occur only upon sudden illness, death, or if the assigned individual's employment is terminated voluntarily or otherwise. The Contractor shall promptly notify the COR and Contracting Officer in writing when a position is identified for substitution. The Contractor shall provide the reasons for the substitution, and propose a suitable replacement with comparable qualifications, as evidenced by a complete resume and any additional information as may be dictated by the circumstances, in accordance with SUP 5252.237-9400.

4. ALL personnel proposed are considered key personnel for purposes of clause SUP 5252.237-9400 - Substitution or Addition of Personnel (JAN 1992). The candidates proposed SHALL be the candidates performing the work. ALL substitutions shall be reviewed by the Contracting Officer's Representative (COR) and approved by the Contracting Officer; approval is required BEFORE substitution.
5. All personnel will be required to sign a Non-Disclosure Agreement (NDA) before commencement of work; submission not required with proposal.
6. Candidates proposed must be willing to commit to at least the base period of performance.

M.3.1.4 Sub-Factor #1.4 – Risk

Offeror shall describe any risks associated with the RFP, including the PWS, and any risks associated with implementation of the offeror's technical capabilities; describe any techniques and actions to mitigate such risks; explain whether the techniques and actions identified for risk mitigation have been successfully used by the offeror. Offeror shall provide any other information the offeror considers relevant to the solicitation.

M.3.1.5 Sub-Factor #1.5 – Management Plan

An offeror must provide a technically acceptable phase-in / phase out plan that meets requirements of PWS Sections 10.2.

M.3.2 FACTOR #2 – PAST PERFORMANCE

M.3.2.1 Past Performance will be evaluated based on similar scope, magnitude and complexity over the last five years as an indicator of potential ability to satisfactorily achieve the requirements of the PWS. Emphasis will be placed on recent, relevant experience as it relates to all requirements.

M.3.2.2 The quality of past performance will be evaluated in terms of: technical and schedule performance; ability to provide quality personnel and adequate non-labor resources for the life of the contract; execution of sound management practices; consistent utilization of effective cost control; effective internal and external lines of communication, command and control; ability to satisfy customer requirements; and, general responsiveness to contract.

M.3.2.3 Offeror's lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. However, the quote of a offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous quote to the Government and thus, may be an unsuccessful quote when compared to the quotes of other firms.

M.3.2.4 The vendor should provide the requested information regarding its past performance and the past performance of its subcontractors found in and utilizing the past performance form included in this RFP or affirmatively state that it does not possess relevant or similar past performance.

Note: The Government will use this information to evaluate past performance in fulfilling contracts. The Government may also use past performance information obtained from sources other than those identified by the Offeror. The information obtained may also be used by the Government with regard to any responsibility determination performed on the offeror. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated. See attachment #7 for past performance submission. Submission is limited to Past Performance form and one continuation sheet. (6 pages total)

M.3.3 FACTOR #3 – COST/PRICE

M.3.3.1 Cost reasonableness will be performed as part of the proposal evaluation process for FFP CLINS. The purpose of the evaluation shall be (a) to verify the offeror understanding of the requirements; (b) to assess the degree of which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies for services for the offered prices/costs; and (c) assess the degree to which the cost reflected in the cost/price proposal accurately represents the work efforts included in the technical proposal.

M.3.3.2 The Government will evaluate option years, in accordance with FAR 52.217-5, for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Note: Price evaluation is INCLUSIVE of dispatch / on call / recall, phase in and all options. The Government will evaluate option years, in accordance with FAR 52.217-5, for award purposes by adding the total price for all options to the total price for the transition period and basic requirement. Evaluation of dispatch / on call / recall and options will not obligate the Government to exercise the dispatch / on call / recall requirements and / or option(s).

Cautionary Note:

Offerors are advised that a proposal containing unrealistically low costs will be deemed indicative of a lack of technical understanding or a failure to comprehend the complexity and risks of the contract requirements and consequently may make the proposal unacceptable.

M.4 BASIS OF AWARD

Award will be made to the offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractor on a lowest priced, technically acceptable basis to the offeror whose proposal will be most advantageous to the Government. The Government reserves the right to determine which proposal demonstrates the required competence for performing the requirements described herein.

The Government intends to make award on the basis of initial proposals without conducting discussions, but reserves the right to conduct discussions if determined necessary (See FAR 52.215-1 ALT I). Discussions may be in person, by telephone, or in writing at the discretion of the Contracting Officer. Therefore, each initial offer should contain the offeror's best terms from a cost and technical standpoint. Offerors are advised that the Government will not evaluate any information not contained within the body of the proposal. Letters of transmittal and/or cover letters that forward the proposal to the Government are not considered part of the body of the proposal.

In accordance with FAR 15.306(c), "Competitive Range", the Government will evaluate all proposals and, if discussions are to be conducted, the Government will establish a competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer will establish a competitive range comprised of all the most highly rated proposals. The Contracting Officer may further reduce the competitive range for purposes of efficiency.

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1.0 INTRODUCTION

1.1 NCTAMS LANT Mission

The Naval Computer and Telecommunications Area Master Station Atlantic (NCTAMS LANT) mission is to provide secure and reliable, classified and unclassified, voice, messaging, video and data telecommunications to surface, subsurface, air and ground forces in support of Command, Control, Computer, Communications and Intelligence (C4I) for real-world operations and exercises to U.S. Naval, Joint and Coalition operating forces worldwide.

1.2 NCTAMS LANT DET Guantanamo Bay, Cuba Mission

NCTAMS LANT Detachment (DET) Base Communications Office (BCO) at Guantanamo Bay (GTMO) is tasked to provide telecommunications services, including the transport of voice, video and data information to Navy and DoD activities at the Naval Station (NAVSTA) Guantanamo Bay. NAVSTA GTMO is an Atlantic Fleet base providing operational support to Navy, DoD and other government agencies including the U.S. Southern Command Joint Task Force, the Federal Aviation Agency (FAA) and various drug interdiction and intelligence agencies in the Caribbean area. The BCO is also responsible for the daily operations and maintenance of base telecommunications services, devices, systems and facilities. Services are provided to approximately 5,800 users using five Nortel Meridian 1 telephone switches and eight fiber remotes over integrated copper/fiber cable networks. Facilities are networked for interface with the global Defense Information Systems Network (DISN) and the U.S. Public Switched Telephone Network (PSTN) via contractor provided connectivity from GTMO to the continental United States.

1.2.1 Background and Objective

The NCTAMS LANT BCO responsibility for telecommunications support has steadily increased in order to satisfy increased customer demands, implement technical upgrades to improve services, and fulfill DoD mission requirements in support of Operation Enduring Freedom at Guantanamo Bay, Cuba. New telecommunications infrastructure and equipment to support voice and data networks has been installed including extensive upgrades to the copper and fiber optic Outside Cable Plant (OSP) for the naval base. New installations and planned projects consist of switching networks supporting analog/digital voice and ISDN services to include video teleconference capabilities. In order to accomplish these tasks and ensure infrastructure and systems are maintained in an efficient and economical manner, NCTAMS LANT BCO requires specialized knowledge of the Nortel telephone switching systems and technical expertise to support daily operations as well as planned upgrades of inside and outside cable plant. During FY 10 through FY 12, NCTAMS LANT DET GTMO BCO support has been staffed with one (1) contractor Full Time Equivalent (FTE) Central Office Technician and two (2) contractor FTE Cable Splicing Technicians.

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2.0 PERSONNEL REQUIREMENTS

All employees who perform work under this Contract shall be U.S. Citizens, employees of the Contractor and not employees of the U.S. Government. The Contractor shall provide personnel who meet, or exceed, the skill, education, and experience necessary to perform tasks under this Performance Work Statement (PWS). Personal qualifications are defined in Attachment (1). All Contractor employees shall be able to read, write and speak English sufficiently to perform assigned duties.

2.1 Personnel Security Requirements.

All personnel employed in the performance of the contract shall be subject to a favorable National Agency Check (NAC) in accordance with DON Facility Access Determination (FAD) program per SECNAV 5510.30 (series) articles 6-7 and 9-20. Requests for an NAC based upon this provision shall be submitted in a format (approved by the Government) by the contractor security manager for processing through the NCTAMS LANT Security Manager N008. Personnel not receiving a favorable determination based upon NAC results under this program may be denied site access by the Commanding Officer, NCTAMS LANT, and lose the ability to perform job assignment on the contract.

2.2 Required Minimum Staffing during the Life of the Contract

All labor categories/personnel, proposed by the Contractor in its offer, shall constitute the required minimum staffing during the life of the Contract. If the Contractor fails to provide the required minimum staffing/labor categories, with the required clearances, as specified in its offer, the Government may reduce the Contract price.

2.3 Maintenance of Contractor's List of Personnel

During the life of the Contract, the Contractor shall continually update the list of on-site Contractor personnel when substitutions are made and when employees are terminated, furloughed, suspended, or on extended leave of absence due to illness, death in family, or any other cause. The Contractor within five working days of the actual substitution or termination of the employee shall effect changes to the list of on-site Contractor employees. Substitution of Contractor personnel shall be made in accordance with the Attachment (2), Substitution of Personnel.

2.4 Standards of Behavior

Contractor personnel shall present a neat, clean and professional appearance as generally observed in a professional setting and shall adhere to the U.S. Navy's no smoking policy. Smoking is allowed only in designated areas where it does not compromise the rights of non-smokers.

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2.5 Personnel Removal

Government rules, regulations, laws, directives, and requirements which are issued during the contract term relating to law and order, installation administration, and security on the installation shall be applicable to all contractor employees or representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements may result in the command removing personnel from the base. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract.

2.5.1 Removal by Installation Commander

The Installation Commander may bar an individual from the installation for conduct determined to be contrary to good order, discipline, or installation security.

2.5.2 Removal by Contracting Officer

The Contracting Officer may require the contractor to remove any employee, working under this contract, for reason of misconduct or security. Contractor employees shall be subject to removal from the premises upon determination by the Contracting Officer that such action is necessary in the interests of the government.

2.5.3 Removal by Commander, Naval Network Warfare Command or Commanding Officer, NCTAMS LANT

The Commander and/or Commanding Officer may require the contractor remove any employee working under this contract from the installation for conduct determined to be contrary to good order, discipline, or installation security. Removal of employees under these circumstances does not relieve the contractor from the obligation to perform under this PWS.

3.0 APPLICABLE DOCUMENTS

3.1 Military Specifications

None

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3.2 Standards and regulations

Contractors shall conform to, and be compliant with established International Telecommunications Union– Telecommunications Standardization Sector (ITU-T), Federal Communications Commission (FCC) rules and regulations, American National Standards Institute (ANSI) standards, National Fire Protection Association (NFPA) codes and standards, National Electrical Code (NEC), National Electrical Safety Code (ANSI C2), NECA 301-2004 Standards for Installing and Testing Fiber Optic cables, and the Defense Information Service Agency (DISA) Defense Switched Network (DSN) Security Technical Implementation Guide (STIG) to include associated checklists and other documents referenced in the DSN STIG; ref: <http://iase.disa.mil/stigs/index.html>. The Contractor shall stay in conformity with changing or evolving standards.

3.3 Safety: The contractor shall comply with all applicable safety laws and regulations. The safety aspects shall include consideration for the safety of personnel during system/subsystem operation and maintenance and all other aspects of this PWS. The safety of the equipment shall not be compromised, nor shall hazardous conditions be created during equipment malfunction or failure. Adequate grounding, shielding, guards, safety interlocks and warnings for the protection of operator/maintenance personnel from electrical and mechanical hazards shall be used in operating and maintaining the equipment. Contractor personnel must be knowledgeable and experienced regarding hazards associated with work in confined spaces such as manholes. All work in a confined space must be compliant with OSHA procedures.

4.0 Scope and Technical Requirements

This PWS defines the contractor efforts required to provide on-site central office and cable splicing technical services at the NAVSTA GTMO. Personal qualifications for the on-site central office technician are defined in Attachment (2).

4.1 Task Description for Central Office Technician

The purpose of this task is to provide technical support for the telephone-switching network that is in place, being installed, and/or that can be obtained and installed to promote efficient and effective operations of the voice/data networking at GTMO. The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of switching equipment and network connections. The contractor technician shall familiarize his or herself with the Defense Switch Network (DSN) Security Technical Implementation Guide (STIG). The STIG and associated checklist is available at: <http://iase.disa.mil/stigs/stig/index.html>. The BCO's lead Central Office Technician will identify tasks and specify times for completion of tasks. The contractor's technician shall accomplish tasks on their own as BCO work group members. The contractor's Central Office Technician will be responsible for the following tasks which are a representative, but not all-inclusive list.

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- Maintain and document NORTEL telephone switch system configurations in accordance with policy and requirements specified in the DSN STIG and direction from the designated DSN Information Assurance Officer (IAO).
- Install, test, troubleshoot, program, maintain, and repair digital switching equipment consisting of Nortel Meridian 1 81C (4 each), Meridian 61C (1 each) with fiber remotes (8 each).
- Analyze system failures and other unusual system occurrences to isolate the source of the problem and determine whether software, hardware or other factors cause system failure. IAW DSN STIG immediately report information assurance anomalies to the IAO.
- Perform scheduled preventive maintenance on the switching system components, sub-components, peripherals and associated equipment.
- Perform recurring system tests and checks. Attachment (3) provides sub-tasks.
- Make cable pair assignments, make proper connects on the main distribution frame using wire wrap and punch down tools.
- Maintain up to date central office cable layout drawings and cable records.
- Ensure all pertinent information relating to switch configuration, changes, maintenance, outages etc. is logged in the DSN log IAW DSN STIG.
- Maintain emergency power equipment such as rectifiers, battery banks, inverters and grounding systems. Attachment (3) provides sub-tasks. Initiate remedial action as necessary and maintain documentation of test results for review or inspection by higher authority.
- Perform administrative functions on four 81C and one 61C switches and fiber remotes associated with installing, disconnecting and relocating services to include changing class of service, adding call groups and provisioning CallPilot voice mail systems on analog and digital phones.
- Log in all trouble tickets and work orders using the current cable management database ensuring they are routed to the appropriate section for completion. Troubleshoot all trouble tickets on the main distribution frame prior to turning them over to the appropriate section for repair and assist these sections with trouble shooting when in the field.
- Use test equipment to include oscilloscopes, digital multimeters, transmission-test sets (T-bird/Firebird), optical time domain reflectometers (OTDR) and optical power meters to perform tests on incoming and outgoing trunks, circuits and data links.
- Comply with NCTAMS LANT annual IA training requirements.
- Comply with U.S. Navy and OSHA safety requirements in the performance of contractual duties.

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- OPTION - Remote maintenance support for the Avaya / NORTEL switches
 - Escalate to OEM remote maintenance support, in a timely manner, technical NORTEL switch issues that are not resolved through local trouble shooting efforts.
 - Remote maintenance support for the Avaya/NORTEL switches specified in this PWS and the Call Pilot voice mail system is an optional requirement. Remote maintenance shall be available 24x7 to provide expert level support to find solutions for problems that level I and II personnel were unable to resolve. An Avaya/NORTEL OEM partnership for NORTEL switches and voice mail system or documentation for the most recent 24 month period of remote maintenance support is required. Documentation shall include technical qualifications and experience providing 24X7 remote maintenance on NORTEL products identified in this PWS.

4.2 Task Description for Outside Plant Cable Splicing Technicians

The purpose of this task is to provide technical support for the telecommunication outside cable plant network that is in place, being installed, and/or that can be obtained and installed to promote efficient and effective operations of the voice/data networking at GTMO. The contractor shall provide customer or end-user support for system problems, database entries, and troubleshooting and repair of both copper and fiber telecommunication cabling. The BCO's Cable Plant Section leader will prioritize tasks and specify required milestones for completion of each job. The contractor's technicians shall accomplish tasks with little or no direct supervision and perform tasks as BCO work group members. The Outside Plant Cable Splicing Technicians will be responsible for the following tasks which are a representative, but not all-inclusive list.

- Install, test, troubleshoot, maintain, and repair telecommunication infrastructure cabling consisting of aerial, underground and buried plastic sheathed copper cable ranging from 25 to 2400 pair and outside plant single/multi mode fiber optic cables ranging from 12 to 288 strands.
- Splice copper cable using 710, MS2, AMP and scotch lock splicing techniques for cables ranging from 25 to 2400 pair plastic sheathed telephone cable.
- Utilize the different types of splice closures available to seal spliced copper cable ranging from 0.25 to 3.5-inch cable diameters and cable counts from 25 to 2400 pair plastic sheathed cable.
- Terminate copper cable ranging from 25 to 2400 pair using terminal types to include 110, 66M and Central Office distribution frames.
- Work with both single-mode and multi-mode fiber optic cable.
- Terminate fiber optic cable using industry standard types of terminating procedures.
- Splice fiber optic cable using fusion-splicing techniques
- Test fiber optic cable using power meters and time domain reflectometers.

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- Use schematic diagrams and test equipment to include oscilloscopes, digital multimeters, tone generators, optical time domain reflectometers (OTDR) and optical power meters.
- Apply appropriate electronic formulas involved in tasks to include testing, troubleshooting, calibrating, aligning, maintaining and repairing copper/fiber telecommunications cable.

5.0 Performance

The Contractor shall provide services at or above the specific levels of performance shown in Attachment (4), Performance Standards and Assessment Methods.

5.1 Contract Data Deliverables

Refer to Attachment (5) for DD Form 1423 Contract Data Requirements List (CDRL) and Attachment (6) for DD Form 1664 Data item Descriptions (DID).

5.1.1 All data deliverables shall prominently show the following statement:

DISTRIBUTION STATEMENT E. Distribution authorized to DoD components only; Requests from others shall be referred to Commanding Officer, Naval Computer and Telecommunications Area Master Station Atlantic, Attn Code N5, 9625 Moffett Ave, Norfolk, VA 23511-2784.

5.1.2 Unauthorized Distribution of Contract Data

The contractor is specifically NOT authorized to distribute technical data to any governmental or commercial agency other than those specified in this PWS.

6.4 The NCTAMS LANT DET GTMO BCO mailing address is:

Naval Computer and Telecommunications Area Master Station Atlantic
Detachment Guantanamo Bay Cuba Base Communications Office (NCTAMS
LANT DET GTMO BCO)
PSC 1005, Box 94
FPO AE 09593-1000

6.5 Security Office/Visitor Control

Personnel are required to fill out and submit an SF-85p (questionnaire for public trust position) prior to acceptance and travel to Guantanamo Bay Naval Base.

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7.0 INFORMATION, MATERIAL, EQUIPMENT, AND FACILITIES

7.1 Government Furnished Information

Contractor personnel will be given access to cable records and as-built documents to complete tasks as assigned by the BCO.

Contractor personnel will be given access to local written SOPS, instructions, regulations and processes regarding work tasks, safety, and information assurance.

7.2 Contractor Furnished Material (CFM)

None

7.3 Government Furnished Equipment (GFE) and Material (GFM)

The Government will provide test equipment, materials and tools to accomplish assigned tasks.

7.4 Government Furnished Facilities

7.4.1 Office space will be shared with the BCO Work Group to which technicians are assigned. Use of government telephones and PCs for the performance of contract duties is authorized for official use only. Government vehicles will be provided during normal duty hours to perform assigned tasks.

7.4.2 The BCO will provide initial guidance and make available relevant standards, functional statements, technical manuals and documentation, computer systems guides, regulations, instructions, and operational procedures.

7.5 Government Responsibilities.

Subject to the host base Commander's policies and regulations, Contractor Designated Technical Representative personnel and their family members will be authorized Individual Logistics Support (ILS) to include access to shopping at base exchanges and/or commissaries, military postal and banking services, privately-owned vehicle registration, gasoline, tobacco and spirits, dependent schools and other installation morale, welfare, and recreation programs. The base homepage intranet website includes base instructions; this page can only be access from the base. The base Admin Department will also have more information on base policy. POC number: DSN 660-4511, commercial 011-53-99-4511.

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8.0 INSPECTION, ACCEPTANCE AND INVOICING

8.1 Inspection and Acceptance of Services

Pursuant to DFARS 252.246-7000, inspection and acceptance of services, hardware, and data deliverables will be accomplished by the BCO TPOC via Material Inspection and Receiving Reports (DD Form 250s) to document monthly invoicing detail.

8.2 Monthly Invoicing (“2-in-1” Invoicing for Services)

Each invoice shall have attached a scanned copy of the DD 250’s and as signed by the COR or COTR and delineate all charges. Contractor shall invoice in arrears for the previous month. The invoicing period shall be from the first day of the month to the last day of the month. The invoices are to be available in WAWF due NLT the 15th calendar day after end of previous monthly invoicing period.

8.3 Electronic Submission of Invoices for Payment

Pursuant to DFARS 252.232-7003, Electronic Submission of Payment Requests (JAN 2004), contractor shall submit payment requests using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>. The COR will act as WAWF Acceptor and Local Processing Office (LPO).

9.0 SPECIAL REQUIREMENTS FOR BASE ACCESS

9.1 Entry Approval

No employee or representative of the contractor will be admitted to the Guantanamo Bay U.S. Naval Base, Cuba without prior entry approval. The background of Contractor personnel will be screened prior to entry to the Guantanamo Bay U.S. Naval Base, Cuba. The Contractor shall submit to the Contracting Officer’s Representative the full name, date and place of birth, and Social Security number of such persons. The Contracting Officer’s Representative shall receive this information 10 calendar days prior to the scheduled or desired arrival at the Naval Base.

9.2 Base Privileges – Contractor Licensing

Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes, and regulations required in connection with the performance of the work set forth in this contract. The Government will not be responsible for activities of the Contractor or Contractor employees outside the scope of this contract.

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10.0 General Provisions

10.1 Business Day Definition and Dispatch / On Call / Recall

Services shall normally be provided during business hours (7:30 AM – 4:30 PM) Monday through Friday except for Government holidays (New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day). Dispatch/on call and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in the PWS or as authorized in writing by the ordering activity. No additional hours of dispatch/on call hours will be worked or reimbursed without prior written authorization by the KO/PCO. Regardless of holidays, or for any other reason, the Contractor shall continue to provide all services as required in the PWS in a continuous and uninterrupted manner. Any failure to perform services as so stated in this paragraph shall subject the Contractor to a deduction in compensation as stated in this section.

10.1.1 Man-Hours per Man-Year (Straight Time) and Dispatch/On Call/Recall

Based upon a man-year (MY) containing 2,080 man-hours (MH) and deducting 80 MH for Government holidays, the maximum number of MH per MY contractor shall be required to provide is 2,000 (straight time). The minimum number of MH per MY the contractor is required to provide is 1,800 MH, thus allowing up to 200 MH for annual, sick, or other leave. Note that leave hours shall not be chargeable to the contract or delivery order to which this PWS is attached. Estimated 100 hours for the Central Office technician and 200 hours for the Outside Plant Cable Splicing Technician of Recall/On call hours (Not-To-Exceed) (NTE) per annum are also required for each personnel. For pricing purposes, 2,000 MH per MY (straight time) and Dispatch / Recall/On call hours should be priced.

Telephone switch technicians historically process between 900-1200 trouble calls per month in addition to normal telephone switch administrative actions and OEM recommended preventative maintenance. OSP personnel process an average of 40 trouble calls per month in addition to accomplishing project tasks to over 700 monthly work orders. Tasks have included installation of over 500K feet of category V (CAT V) facility cable distribution, 46K feet of outside plant copper cable, 160 copper cable splices, 60 plus pedestal installations, 19K feet of fiber optic cable installation, 35 fiber optic terminals and processed approximately 300 dig permits.

Hours of Operation: The Contractor shall provide an adequate number of personnel to ensure successful operation of the cable splicer and central office requirements are within the scope of the PWS. The Contractor shall ensure all timelines and contract requirements are continually met without any interruption during the life of the contract. The site shall be manned by sufficient fully qualified personnel to respond to normal and emergent tasking while complying with all safety and security requirements. In order to provide sufficient coordination with Government personnel, the Contractors normal working hours will be structured within the core hours as outlined below:

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A. The ISP/OSP Technicians and Site Manager shall report to work Monday through Friday and work a minimum of eight hours a day, between the core hours of 0730 through 1630. Technician support shall also be available for emergency recall IAW the PWS.

B. The Site Manager shall provide procedures in writing, that are acceptable to the COR, to identify steps for activating on-call and emergency contract support 24 hours a day, 7 days a week, 365 days a year (including leap year), as discussed above. The Contractor shall not bill, or be paid by the Government, for any Dispatch / On Call / Recall that has not been pre-approved by the COR in accordance with these provisions.

10.1.2 Place of performance

NAVSTA Guantanamo Bay, Cuba (also known as Guantanamo Bay U.S. Naval Base)

10.1.3 Periods of Performance – See Schedule

10.1.4 Cancellation of Contract/Delivery Order/Non-Exercise of Option Period(s)

This contract/delivery order may be terminated in whole or in part with a 30-day written notice from the Contracting Officer. In the event of such cancellation or if the Government should decide not to exercise an option period, under no circumstances shall the Government/NCTAMS LANT be liable for proposal costs, administrative costs, severance, G&A, overhead, profit, or any other cost; the Government/NCTAMS LANT will be liable only for payment for services received before the effective date of the whole/partial cancellation or non-exercise of option period.

10.2 Phase-in/Phase-Out Period

10.2.1 Incoming Contractor personnel

The orientation / phase-in / turnover period shall commence 15 days prior to the Contractor assuming operational / maintenance responsibilities. During the orientation / phase-in / turnover period, the incoming contractor is responsible for making all necessary preparations for full performance, including obtaining entry clearances, housing arrangements, personal telephone, cellular, cable, and internet services, background checks, security and/or IA briefings. All necessary credentials for employees to enter the facilities will be coordinated with the Technical Director, BCO Manager, and the Command Security Manager for the issuance of Official identification cards. Personal items including valid passports and drivers licenses will be maintained at the responsibility of the Incoming Contractor.

The phase-in period allows Contractor personnel to familiarize themselves with site equipment configuration, receive on-the-job familiarization training in standard procedures for performing tasks described in the PWS and conduct required inventories and inspections of Government

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Attachment (1) - PWS - Telecommunications Infrastructure Technical Support
Furnished Equipment (GFE), Government Furnished Materials (GFM), Government Furnished Information (GFI), and Government Furnished Facilities (GFF).

All orientation / phase-in / turnover period activity will be conducted in such a manner as to not interfere with, disrupt, or hinder the incumbent personnel in the performance of their assigned functions. Orientation / phase-in / turnover period shall include, but not be limited to the following:

Incoming contractor personnel shall shadow, observe, and assist the operation and maintenance activities of the incumbent contractor to gain experience and familiarization with tasks to be performed to discharge their assigned responsibilities.

Establish a management climate by formulating and implementing appropriate internal policies or procedures designed to assign schedules and tasks appropriate to the designated positions; determine logistics procedures and emergency conditions, establish records; integrate personnel; familiarize with operating and reporting procedures.

Establish company operations and interaction / communication with Government personnel.

Familiarize with maintenance manuals, reports, maintenance histories, logs, multiplex and related OSP/Telephone switch ancillary equipments, circuitry, cable records and maintenance procedures.

At the end of the phase-in period, the operations of the OSP Cable Plant and Telephone Switch functions identified in the PWS will be turned over to the Contractor and the Contractor shall provide a work force that is fully qualified and capable of performing all work required under this contract.

10.2.2 Outgoing Contractor personnel

An orderly transition of duties and responsibilities from the outgoing contractor to the incoming Contractor shall consist of a turnover inspection of GFE/GFM, site orientation to include maintenance history reviews, Navy job related process orientation and other related documentation, and job site familiarization and documentation.

Turnover of all housing units and property of Naval Station Housing will be performed to the satisfaction of Base Housing to include cleanliness of the interior and exterior of housing units. All property belonging to Housing (e.g. appliances, fixtures, etc) will be turned over at the time of the final housing inspection. Contractor is responsible for any and all damages or discrepancies to housing units and property prior to departure.

Outgoing Contractor personnel shall allow the Incoming Contractor to shadow, observe, and assist the operation and maintenance activities of the incumbent contractor to gain experience and familiarization with tasks to be performed to discharge their assigned responsibilities.

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Proper checkout and clearing of any account obligations through the Naval Exchange, SCSI Phone/Internet, and Base Library will be performed prior to the Outgoing Contractor personnel departing the island.

If applicable, all Naval Station Guantanamo Bay ID cards, and/or JTF Badges will be turned over to the TD or BCO Manager prior to personnel departure.

10.2.3 Turnover Activities

Turnover activities shall include, but not be limited to: identification of equipment and Government-furnished repair parts; observation and demonstration of equipment/plant property performance and site survey familiarization with the Local Out-side Cable Plant, Central Office Facilities, and Trouble Call System procedures.

Government Furnished Equipment (GFE) is defined as, but not limited to, Government Owned Vehicles, test equipment, tools, applicable cable records and software that are located at the Base Communications Office, Building N609 and various Government Furnished Facilities as identified herein.

Government Furnished Materials (GFM) will be issued and maintained on an as needed basis during the course of duty under the PWS.

Government Furnished Facilities (GFF) is defined as, but not limited to;

- Exchange 9, Building N609
- Exchange 8, Building AT-28
- Exchange 7, Building H-1
- Exchange 6, Building 583
- Exchange 4, Building 68

10.2.3 Cooperation with Other Contractors: Contractor shall cooperate and coordinate with the Government or other Contractors when requested to the maximum extent practicable.

10.3 Adverse Weather Conditions

Contractor's performing duties under this contract are considered "essential personnel" and shall be required to maintain operations at NCTAMS LANT DET Guantanamo Bay and perform all maintenance functions during inclement or adverse weather conditions such as hurricanes, rain storms, drought, etc. In certain conditions or situations the base commander may determine it necessary to evacuate dependents and non-essential personnel.

10.4 Continued Performance

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Attachment (1) - PWS - Telecommunications Infrastructure Technical Support

The Government has determined that continued performance is necessary pending the resolution of contingencies such as a lapse in current year appropriation coverage, conditions resulting in the furlough of Government employees, or other extenuating national or international crises. During the above contingencies or crises, the Contractor shall proceed diligently with performance of this Contract, pending final resolution of the contingencies or crises.

10.5 Site Restoration

The contractor shall be responsible for restoring the affected work site area to a condition equal to or better than prior to commencement of work. The contractor shall be responsible for the removal of all equipment and debris from the work sites within 48 hours of completion of requested work.

11.0 GENERAL/MISCELLANEOUS INFORMATION

The following general and miscellaneous information provided for planning and performance of work. Costs for charges and fares are provided for planning and estimating; all/any are subject to change.

(a) Identification of Employees: The Contractor shall be responsible for furnishing identification cards to its employees as may be approved and directed by the Contracting Officer's Representative. The Contractor shall require its employees to display this identification at all times. Upon release of any employee, the Contractor shall immediately deliver to the Contracting Officer's Representative prescribed Government identification cards issued.

(b) On-Base Transportation: The BCO shall provide government-owned vehicle/transportation for use during working hours. Only contractor's employees who possess a valid U.S. motor vehicle operator's identification card shall operate the vehicle. Contractor employees must comply with base commander policies and traffic safety program set forth in OPNAV Instruction 5100.12.

(c) Transportation of Personnel: Air travel to and from the base is limited, with demand often far in excess of supply.

(d) Ocean Freight: Shipping at contractor expense. Contract shipping service to and from Guantanamo Bay has been awarded to Transatlantic Lines, LLC at Ph 203-625-5514, for 14-day sailing schedule between Jacksonville, Florida and Guantanamo Bay.

(e) Medical and Dental Services: Medical and dental services available to the contractor's employees are limited in Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DOD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorders from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. Every reasonable attempt shall be made to prevent

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Attachment (1) - PWS - Telecommunications Infrastructure Technical Support personnel with chronic disorders, which may require treatment, such as cardiovascular defects, tuberculosis, mental health problems, and alcoholism, from being sent to Guantanamo Bay. The contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will be billed at the then current rates. Present rates are based on actual cost of medical service for outpatient visit and are currently several hundred dollars per day for inpatient status. POC number for Inpatient/Outpatient is the Hospital Comptroller: DSN 660-2998 ext 72680 or 72074, commercial 011-53-99-2998. Emergency dental care and treatment of an urgent nature is available at the Dental Clinic's Hospital Branch based on actual cost of dental service provided per visit. If medical need that requires specialized care not available at GTMO, an urgent/priority medical evacuation will be initiated, with or without contractor express consent. If an urgent/priority medical evacuation is initiated the average cost may be in the thousands of dollars and the cost will be at contractor expense. Contractor understands that all military Medical Treatment Facilities and DOD contracted Air Evacuation Companies located stateside require a guarantee of payment letter prior to acceptance of the patient. Contractor may consider an emergency-transportation membership club or private air ambulance plan at their own expense.

(f) Post Exchange and Commissary Privilege and Recreation Facilities: Post Exchange and Commissary privileges and recreation facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

(g) Food Facilities: Contractor personnel may eat at the Navy Exchange food outlets, or at other open food service facilities on a cash basis at current prices at their own expense.

(h) Contractor Debts: The contractor shall be liable for debts to the Government incurred by his employees for personal services at Guantanamo Bay, Cuba, including but not limited to private telephone service, medical and dental services, and W. T. Sampson School expenses (i.e., Department of Defense Dependents Schools (DODDS) tuition). If an employee departs the Guantanamo Bay Naval Base without liquidating his debts, sufficient funds to cover this type of obligation will be withheld from contractor payments until the debts are paid.

(i) Energy Conservation: The Contractor shall observe the Base Energy Conservation Regulation, 4100.2B, U.S. Naval Base, Guantanamo Bay, Energy and Water Conservation Programs. It is mandatory that the Contractor post a copy of the instruction in a conspicuous location for contractor employees to read.

(j) Drug Abuse by Contract Employees: The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military

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Attachment (1) - PWS - Telecommunications Infrastructure Technical Support installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personal possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations issued by the commander of the military installation.

(k) Contractor Family/Management Quarters: The Government will allow, on a space available basis, appropriate quarters for contractor personnel. It is a responsibility of the contractor to arrange for quarters. The contractor shall pay the Naval Base Guantanamo Bay Housing Office for actual expenses incurred for the use of quarters. Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 011-53-99-4172/4174. Housing will be assigned as follows:

- Accompanied personnel: family composition with maximum family size of three (3) dependents;
- Unaccompanied personnel: assignment will be made based on a minimum of one person per bedroom.

If house sharing, accompaniment by dependents will not be allowed.

Contractor personnel: will be required to provide all household furnishings.

The government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer.

Housing may provide temporary loaner furniture for up to 90 days, depending on availability. No extensions will be granted.

All furnishings other than the listed appliances will be provided by the contractor following the initial 90-day loaner period.

Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 011-53-99-4172/4174.

Personnel shall abide by all Family Housing instructions, which are not part of this contract but available upon request.

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Attachment (1) - PWS - Telecommunications Infrastructure Technical Support

Contractors will pay rent under the Fair Market Rental (FMR) Program and these rates are available upon request.

Rental rates DO NOT include utility costs.

All family housing units are equipped with electric and water meters.

Contractors will be billed for actual utility usage.

Rental rates are normally adjusted annually based on market appraisal and/or the annual Consumer Price Index. All rent is due in advance.

No personal checks accepted.

Should the contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions Housing POC: Ms Betty Gray DSN – 660-4084, commercial 011-53-99-4084.

(1) Entry clearance requests must be coordinated through the BCO for periodic management and/or technical visits no later than 20 days before a scheduled site visit. All visiting personnel are required to fill out and submit an SF-85p (questionnaire for public trust position) prior to acceptance and travel to Guantanamo Bay Naval Base. Visitors will be provided transportation during working hours for official site visit business. Rental cars are available at the Navy Exchange. Car rental fee is available: Call 011-53-99-74316 (from the U.S.) for car rental information / reservations. COMNAVBASE GTMO requires the sponsoring activity to make accommodation reservations. Accordingly, reservations for overnight stays will be made by the BCO POC during the entry clearance process. Phone number for the BCO is 011-5399-2610.

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Attachment (2) - Personal Qualifications

I. Telephone Central Office Technician

a. The individual shall possess current NORTEL Meridian-1 Maintenance and Administration Certification. Nortel certification, or prerequisite training, shall encompass the Option 81C/61C and CallPilot voice mail systems.

b. In addition to a current NORTEL Meridian-1 Maintenance and Administration Certificate, the proposed technician shall have experience, training and / or certifications in two or more of the areas below:

- Enhanced Network (ENET) Maintenance and Administration
- CALL PILOT Voice Mail
- Translations
- Operational Measurements
- Optivity Telephony Manager (OTM)
- Internet Protocol (VoIP)
- Information Assurance
- One other voice / network associated area

c. The proposed technician must be capable of maintaining and performing administrative functions for the Nortel Meridian-1, Option 81C, Option 61C, and ancillary equipments. This is including, but not limited to, fault isolation, circuit pack replacement, line testing, routing and trunk translations, transmission testing, network troubleshooting, ACD, Call Pilot voicemail administration. Perform preventative maintenance IAW OEM recommendations.

d. The individual shall have a minimum of three (3) years of recent* experience in the installation, testing, troubleshooting, programming, maintenance and repair of Nortel Meridian 1 equipment, systems and networks. Experience shall encompass the Nortel Option 81C and Option 61C telephone switch and its adjunct devices and subsystems to include CallPilot voice mail, attendant console, rectifiers, inverters, uninterruptible power supply (UPS), fiber remote and telephone instruments. Experience shall further encompass the networking of multiple Nortel Meridian 1 switches and remotes.

Telephone Central Office experience associated with computer data circuits and related apparatus is essential.

*Recent experience, as used herein, means the individual is current within the past year, performing Meridian 1, central office technician duties.

e. The individual's experience shall demonstrate that advanced knowledge is used to analyze complex failures and unusual system occurrences of Meridian 1 switching systems operating in a central office environment. Experience shall demonstrate the ability to isolate the source of problems, determine failure causes and take corrective action for the Nortel Option 81C and Option 61C telephone switching systems.

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Attachment (2) - Personal Qualifications

f. Experience shall demonstrate theoretical and practical knowledge of Nortel Meridian 1 telephone switching networks and CallPilot voice mail sub-systems and network/sub-system characteristics, functions and capabilities associated with the telephone devices and types of telecommunications transport/interface equipment used in a Nortel telecommunications network.

g. The individual shall demonstrate proficiency in the use of test equipment such as: oscilloscopes, digital multimeters, transmission test sets (T-bird/Firebird), optical time domain reflectometers (OTDR) and optical power meters to perform tests on incoming and outgoing trunks, circuits and data links.

h. Candidates must be able to obtain a Secret Clearance. A clearance is not a prerequisite requirement for hiring.

II. Outside Plant (OSP) Cable Splicing Technician

a. Individual shall possess (a) current Certified Fiber Optic Specialist (CFOS), Certified Fiber Optics Installer (CFOI), or Fiber Optics Technician (FOT) Certification from the Fiber optic Association (FOA) or the Electronics Technician Association International (ETA-I), or an equivalent diploma/training document from an accredited technical/trade/service school certifying Fiber Optic training and qualifications in accordance with NECA 301-2004 Installation and Testing of Fiber Optic cable standards. (b) Five years of substantiated on the job experience maintaining fiber optic cable systems may be accepted in lieu of a diploma or professional certification. (c) Working knowledge of OSHA and EPA directives applicable to outside communications cable plant work and work in confined spaces is essential.

b. The individual's work experience shall demonstrate duties are performed on outside cable plant in "permit-required" confined spaces such as manholes, and aerial structures. Documented work experience that includes lifting heavy objects of 50 pounds or more, and ability to operate hoists, cable trailers, bucket trucks, winches and other bulk cable handling equipment is essential.

c. The individual shall have a minimum of three (3) years of recent experience in the installation, testing, troubleshooting, maintenance, and repair of telecommunication outside plant infrastructure cabling. Experience shall encompass the use of both copper and fiber optic cable for aerial, underground and buried applications. Experience with outside plant, plastic sheathed, copper telephone cable ranging from 25 to 2,400 pairs and outside plant, multi/single mode, fiber optic cable ranging from 12 to 288 strands is essential. The individual must have color vision to read color-codes and be able to trace color-coded pairs/strands. Recent experience is defined that the individual is currently, within the past year, performing outside plant cable splicing technician duties.

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Attachment (2) - Personal Qualifications

d. The individual shall have experience that demonstrates proficiency in splicing outside plant, plastic sheathed, copper telephone cable using 710, MS2, AMP and scotch lock splicing techniques. Individual's experience must demonstrate the use of different types of splice closures to seal spliced copper cable. Individual's experience must demonstrate capability to terminate copper cable using terminal types to include 110, 66M and Central Office distribution frame. Copper cable experience shall demonstrate that the individual has worked with outside plant cables having pair counts ranging from 25 to 2,400 pairs.

e. The individual shall have experience that demonstrates proficiency with single mode and multi-mode fiber optic cable. Experienced in the termination of fiber optic cable using termination methods such as 3M Hot Melt and Unicam splices is required. Experience with fiber optic cable fusion-splicing techniques is essential. Experience testing fiber optic cable to include the use of power meters and time domain reflectometers is imperative.

f. The individual's work experience shall substantiate use of test equipment such as oscilloscopes, digital multimeters, gas meters, tone generators, optical power meters and optical time domain reflectometers (OTDR) in the process of resolving cable problems.

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Attachment (3) – Sub Tasks

Reference 1.3.1 Task Description for Central Office Technician; perform recurring system tests and checks to include:

- Meridian 1 DAILY QOS checks
- Meridian 1 performance monitoring
- Meridian 1 System Security Checks
- Meridian 1 Cooling Unit Inspection & cleaning
- Meridian 1 office image backup
- Meridian 1 power converter checks
- MDF maintenance & inspection requirements
- Voice Mail full purpose backup MM tape drive maintenance
- Voice Mail system time change procedures
- Voice Mail password change procedures

Reference 1.3.1 Task Description for Central Office Technician; maintain emergency power equipment to include:

- Grounding grids: Inspect and test as required by MIL-STD-188-124B (paragraph 5), MIL-HDBK-419A VOL 1 CH-2, and National Electrical Code.
- Battery Banks: Perform preventative maintenance and cyclic testing for batteries. The contractor is required to perform battery maintenance and voltage tests in accordance with industry standards and manufacturer recommendations. The contractor will ensure that maintenance records are maintained and made available to the government upon request.
- Rectifier Maintenance: The contractor shall perform maintenance to the rectifier equipment. This includes output adjustments, cleaning, meter readings, and fuse replacement. As a minimum a quarterly load and balance test will be conducted by the contractor and provided to COR.
- Inverters Maintenance: The contractor shall perform maintenance to the inverter equipment. This includes output adjustments, cleaning, meter readings, and fuse replacement. The contractor will ensure that only equipment authorized by the designated technical representative or COR will be supported by the switch system inverters. A quarterly load test will be conducted by the contractor. The contractor will provide an itemized list of all equipment supported by the inverters and test results to the technical representative.

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Attachment (4) – Performance Standards and Assessment Methods

Performance Standards and Assessment Methods

Task	Acceptable Quality Level (AQL)	Frequency	Surveillance Method	Performance Below AQL
Install, test, troubleshoot, program, maintain, and repair digital switching equipment consisting of Nortel Meridian 1 81C, Meridian 61C with fiber remotes	Installation, testing, troubleshooting, programming, and repairing successfully completed 100% of the time	As required for each TR, job, task or scheduled	Spot checks, customer feedback, review of contractor metrics, trouble call records and logs	2 or more customer complaints in any 180 day periodicity
Analyze system failures and other unusual system occurrences to isolate the source of the problem and determine whether software, hardware or other factors cause system failure	Failures are analyzed, source identified, failure cause determined; 99% of the time	As required for each TR, job, task	Spot checks, review of contractor metrics, trouble call records and logs	2 or more failures to identify or isolate routine problems in reasonable time in any 180 day periodicity
Perform scheduled preventive maintenance on the switching system components, sub-components, peripherals and associated equipment	Maintenance is completed in a timely manner according to applicable standards and OEM recommendations 100% of the time	As scheduled or specified in OEM manuals	spot checks, review of contractor metrics, logs, records and OEM manual preventative maintenance recommendations	2 or more failures to complete preventative maintenance requirements in any 180 day periodicity
Make cable pair assignments; make proper connects on the main distribution frame (MDF) and document changes in logs and records	Cable pair assignments and terminations on distribution frames completed in a timely manner 100% of the time	As required for each TR, job, task	spot checks of logs and records, customer feed-back	1 or more errors resulting in extended service disruption; 1 or more failures to properly document cable pair assignments in any 180 day period.
Maintain emergency power equipment such as rectifiers, battery banks, inverters and grounding systems	Maintenance is completed in a timely manner according to applicable standards and OEM recommendations; 100% of the time	As required for each TR, job, task or scheduled	spot checks, logs and records	2 or more failures to perform preventative maintenance or take corrective action in any 180 day periodicity.

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Attachment (4) – Performance Standards and Assessment Methods

Perform administrative functions on switches for installing, disconnecting and relocating services such as changing class of service, adding call groups & provisioning CallPilot voice mail systems for analog and digital phones.	Switch administration functions completed in a timely manner; 100% of the time	As required for each TR, job, task, or scheduled	Customer feedback, review of logs & records	2 or more errors resulting in customer service delays in any 180 day periodicity
Log trouble tickets and work orders using the current cable management database & ensure routing to the appropriate section for restoral action	Trouble tickets logged and incorporated into database in a timely manner 100% of the time	As required for each TR, job, task	spot checks	1 or more failures to log trouble tickets and/or route problems for corrective action in any 180 day periodicity
Troubleshoot trouble tickets on the MDF prior to routing to the appropriate section for repair and assist field technicians with trouble shooting as required	Troubleshooting and turnover to appropriate section completed in a timely manner' 100% of the time	As required for each TR, job, task	Contractor metrics, spot checks, review logs and records, customer feedback	1 or more failures to perform internal trouble shooting procedures prior to routing a trouble call to other work sections in any 180 day period
Perform tests on incoming and outgoing trunks, circuits and data links	Trunks, circuits, and data links are tested in a timely manner; 100% of the time	As required for each TR, job, task, or scheduled	Contractor metrics, spot checks	1 or more failures to properly perform scheduled/emergent tests on degraded paths in any 180 day periodicity
Splice copper cable for cables ranging from 25 to 2400 pair plastic sheathed telephone cable	Splices completed in a timely manner 100% of the time	As required for each TR, job, task	Contractor metrics, spot checks	1 or more errors requiring rework in any 180 day periodicity
Terminate fiber optic cable.	100% of Terminations completed timely	As required	Contractor metrics, review cable records	1 or more errors in any 180 day period
Install, repair, troubleshoot, test, telecommunication cabling consisting of aerial and direct buried plastic sheathed copper cable from 25 to 2400 pair and SM & MM FO cable from 12 to 288 strands	Installation, testing, troubleshooting, and repair successfully completed 100% of the time	As required for each TR, job, task	Contractor metrics, logs, and records	1 or more unjustified delays in completing troubleshooting, install, or testing in any 180 day period

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Attachment (4) – Performance Standards and Assessment Methods

Seal spliced copper cable ranging from 0.25 to 3.5-inch cable diameters and cable counts from 25 to 2400 pair plastic sheathed cable	Splice seals completed in a timely manner; 100% of the time	As required for each TR, job, task	Contractor metrics, spot checks, logs and records	1 or more failures to properly seal spliced copper cables in a timely manner within any 180 day periodicity
Terminate copper cable ranging from 25 to 2400 pair	Cable terminations completed in a timely manner 100% of the time	As required for each TR, job, task	Contractor metrics, spot checks, logs and records	1 or more unjustified failures to complete cable terminations within prescribed time in any 180 day period
Splice fiber optic cable	Fiber optic cable splices completed in a timely manner 100% of the time	As required for each TR, job, task	Spot checks, Contractor metrics, log and records	1 or more unjustified failures to properly complete FO splices in prescribed time in any 180 day periodicity
Test fiber optic cable	Fiber optic cable testing completed in a timely manner 100% of the time	As required or scheduled	Contractor metrics, spot checks, customer feedback, logs and records	1 or more unjustified delays to complete FO cable testing in a timely manner within any 180 day period
Test, troubleshoot, calibrate, and repair copper/fiber telecommunications cable	Test, troubleshoot, calibrate, align and repair cables in a timely manner; 100% of the time	As required for each TR, job, task or scheduled	Contractor metrics, spot checks, customer feedback, logs and records	1 or more failures or unjustified delays to complete cable restoral actions within any 180 day period

ATTACHMENT (5)

CONTRACT DATA REQUIREMENTS LIST							Form Approved CMB No. 0704-0188			
<i>Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-2302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract. PR No. listed in Block E.</i>										
A. Contract Line Item No.			B. Exhibit		C. Category					
D. System/Item					E. Contract/PR NO.		F. Contractor			
1. Data Item No. A001		2. Title of Data Item: MONTHLY REPORTS					3. Subtitle:			
4. Authority (Data Acquisition Document No.)					5. Contract Reference ATTACHMENT (2), PARAGRAPH 1		6. Requiring Office NCTAMSLANT DET GTMO			
7. DD 250 Req	9. Dist Statement Required		10. Frequency MONTHLY	12. Date of First Submission 30 DAYS AFTER AWARD		14. Distribution				
8. APP Code			11. As of Date	13. Date of Subsequent Submission NLT TENTH WORKING DAY OF EACH MONTH		a. Addressee		b. Copies 1		
16. REMARKS THE REPORT IS DUE UPON SATISFACTORY COMPLETION OF A CONTINUOUS 30 DAY PERIOD. DATA TO BE PROVIDED VIA HARD COPY AND ELECTRONIC FORMAT COMPATIBLE WITH NCTAMS LANT MICROSOFT OFFICE APPLICATIONS.										
						COTR			1	
15. TOTAL							1			
1. Data Item No. A002		2. Title of Data Item: LEFT BLANK INTENTIONALLY					3. Subtitle:			
4. Authority (Data Acquisition Document No.)					5. Contract Reference		6. Requiring Office			
7. DD 250 Req	9. Dist Statement Required		10. Frequency Monthly	12. Date of First Submission		14. Distribution				
8. APP Code			11. As of Date	13. Date of Subsequent Submission		a. Addressee		b. Copies		
16. REMARKS										
15. TOTAL										
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE			

ATTACHMENT (6)

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>			
1. TITLE MONTHLY REPORTS		2. IDENTIFICATION NUMBER A001	
3. DESCRIPTION/PURPOSE The report details jobs completed, identified man hours and materials expended by the Contractor on systems and equipment.			
4. APPROVAL DATE (YYYYMMDD) N/A	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/A	6a. DTIC APPLICABLE N/A	6b. GIDEP APPLICABLE N/A
7. APPLICATION/INTERRELATIONSHIP INFORMATION REQUIRED FOR MONTHLY REPORT a. Cable system and associated electronic system operating conditions b. Cable or telephone system capacity c. Test equipment status, requirements and deficiencies d. Recommendations for cable/telephone system changes and upgrades e. Total man hours performed on telephone switch equipment and cable systems. f. Customer concerns and demands of telephone switch and cable system efficiency CONTENT AND FORMAT ARE SUBJECT TO CHANGE AS DIRECTED BY THE COTR.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9a. AMSC NUMBER
10. PREPARATION INSTRUCTIONS DATA TO BE PROVIDED VIA HARD COPY AND ELECTRONIC FORMAT COMPATIBLE WITH NCTAMS LANT MICROSOFT OFFICE APPLICATIONS.			
11. DISTRIBUTION STATEMENT			

Source Selection Information
See FAR 3.104

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ATTACHMENT 7 – Past Performance Form

1. Complete Name of Government agency, Commercial Firm, or other organization													
2. Complete Address													
3. Contract number or other reference	4. Date of Contract												
5. Date work began	6. Date work was completed												
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date												
9a. Technical point of contact (name, title, address, telephone no., and email address)	9b. Contracting or purchasing point of contact (name, title, address, telephone no., and email address)												
10. Location of work (country, state or province, county, city)													
11. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)													
12. Current status of contract (choose one): <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;"><input type="checkbox"/> Work continuing, on schedule</td><td style="width: 50%; vertical-align: top;"><input type="checkbox"/> Terminated for convenience</td></tr><tr><td style="vertical-align: top;"><input type="checkbox"/> Work continuing, behind schedule</td><td style="vertical-align: top;"><input type="checkbox"/> Terminated for default</td></tr><tr><td style="vertical-align: top;"><input type="checkbox"/> Work completed, no further action pending or underway</td><td style="vertical-align: top;"><input type="checkbox"/> Other (explain)</td></tr><tr><td style="vertical-align: top;"><input type="checkbox"/> Work completed, routine administrative action pending or underway</td><td></td></tr><tr><td style="vertical-align: top;"><input type="checkbox"/> Work completed, claims negotiations pending or underway</td><td></td></tr><tr><td style="vertical-align: top;"><input type="checkbox"/> Work completed, litigation pending or underway</td><td></td></tr></table>		<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience	<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default	<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Work completed, routine administrative action pending or underway		<input type="checkbox"/> Work completed, claims negotiations pending or underway		<input type="checkbox"/> Work completed, litigation pending or underway	
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Terminated for convenience												
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for default												
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Other (explain)												
<input type="checkbox"/> Work completed, routine administrative action pending or underway													
<input type="checkbox"/> Work completed, claims negotiations pending or underway													
<input type="checkbox"/> Work completed, litigation pending or underway													

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Message to the assessor: Your assistance is requested by NCTAMS LANT, Norfolk, VA and NAVSUP WSS, Mechanicsburg PA, to assist with establishing the performance history for the offeror named below. In efforts to expedite receipt of the requested information, NAVSUP WSS respectfully requests that you do not mail hard copies. Instead, please e-mail the completed questionnaire(s) to: chris.seier@navy.mil or fax to (717) 605-1951.

Instructions:

- ◇ Please verify Sections II, and complete sections III through VII and return to this Contracting Office via email by COB Tuesday, 20 August 2012.
- ◇ If any information is incorrect in Section II, please annotate and provide the correct information accordingly.

I. Solicitation Data (for the proposed effort)

Solicitation Number	N00104-12-R-Q476
Project/Requirement	Telecommunications Infrastructure Support Services, Guantanamo Bay, Cuba
Customer/Agency	NCTAMS LANT Det. Guantanamo Bay, Cuba
Project/Requirement Description	NCTAMS LANT Detachment (DET) Base Communications Office (BCO) at Guantanamo Bay (GTMO) is tasked to provide telecommunications services, including the transport of voice, video and data information to Navy and DoD activities at the Naval Station (NAVSTA) Guantanamo Bay. NAVSTA GTMO is an Atlantic Fleet base providing operational support to Navy, DoD and other government agencies including the U.S. Southern Command Joint Task Force, the Federal Aviation Agency (FAA) and various drug interdiction and intelligence agencies in the Caribbean area. The BCO is also responsible for the daily operations and maintenance of base telecommunications services, devices, systems and facilities. Services are provided to approximately 5,800 users using five Nortel Meridian 1 telephone switches and eight fiber remotes over integrated copper/fiber cable networks. Facilities are networked for interface with the global Defense Information Systems Network (DISN) and the U.S. Public Switched Telephone Network (PSTN) via contractor provided connectivity from GTMO to the continental United States.

II. Current or Historical Contract Information

Assessor: The performance data submitted by the offeror is correct or incorrect.

CONTRACTOR NAME & ADDRESS:	Contract No			
	Type of Contract			
		Initial	Final	
	Contract Value			
	Period of Performance/Delivery Schedule			
	Project/Requirement Description			
	Please select from the following as it applies to this contract:			
	Contracting Role	<input type="checkbox"/> PRIME	<input type="checkbox"/> SUBCONTRACTOR	
	Termination History	<input type="checkbox"/> Convenience	<input type="checkbox"/> Default	<input type="checkbox"/> N/A

III. Assessor Information

Assessor Name		
Title		
Phone Number/Email Address		
Identify your role in the contract award or administration and the period of your involvement.		
✓	Role	Period of Involvement
	Procuring Contracting Officer (PCO)	
	Administrative Contracting Officer (ACO)	
	Contract Specialist	
	Contracting Officer's Representative (COR)	
	Technical Project Lead/Project Officer	
	Quality Assurance Specialist	
	Defense Contract Audit Agency (DCAA) Auditor	
	Other:	

IV. Evaluation Definitions

The following definitions should be used in your assessment of Contractor performance.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

V. Performance Evaluation

1. Quality of Performance

a. What is your OVERALL assessment of the quality of the contractor’s performance?

Quality of Performance	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)

Please provide rationale for the assigned rating.

Telecommunications Infrastructure Support Services, Guantanamo Bay, Cuba
Attachment 8 - Past Performance Evaluation Questionnaire

b. Assess the Contractor’s quality of performance in the following areas.

Conformance to contract requirements	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)
Conformance to contract requirements quality of performance	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)
Conformance to specifications	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

c. Did the Government contribute in any way to problems associated with quality as identified in the above assessment? Please explain.

--

2. Schedule Performance

a. What is your OVERALL assessment of the offeror’s ability to meet the schedule?

Schedule Performance	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)

Please provide rationale for assigned rating.

b. Assess the offeror’s schedule performance in the following areas.

Timeliness in completion of contract/task order/delivery schedule	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)
Timeliness in meeting milestones	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)
Timeliness in submitting deliverables	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)

Telecommunications Infrastructure Support Services, Guantanamo Bay, Cuba
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All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

c. Did the Government contribute in any way to any of the schedule problems identified in the above assessment? Please explain.

3. Management Performance

a. What is your OVERALL assessment of the offeror’s management performance?

Management Performance	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral

Please provide rationale for assigned rating.

b. Assess the offeror’s management performance in the following areas.

MANAGEMENT RESPONSIVENESS— (timeliness, completeness, and quality of problem identification, proposal submittal, history of cooperative behavior, effective business relations, teamwork	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral

Telecommunications Infrastructure Support Services, Guantanamo Bay, Cuba
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AND customer satisfaction)					
SUBCONTRACT MANAGEMENT—(timely award and management of subcontracts and meeting subcontracting goals for small business, small disadvantaged business, etc)	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral
PROGRAM MANAGEMENT— (effectiveness of integration and coordination of all activities required to execute the contract, use of resources, assignment of responsibility, internal coordination and communication, and risk management practices)	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral
MANAGEMENT OF PERSONNEL—(ability to select, retain, support, and replace personnel with the experience and expertise necessary to accomplish the Government’s requirements within schedule and budget)	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral
INTEGRATED PRODUCT TEAM MANAGEMENT— (commitment and participation to the IPT process)	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

c. Did the Government contribute in any way to any of the management problems identified in the above assessment? Please explain.

VI. Overall Rating of offeror’s performance (technical, schedule, management, and cost) on contract being assessed.

Relevance	Very Relevant	Relevant	Somewhat Relevant	Not Relevant	N/A
Quality Performance					
Schedule Performance					
Management Performance					
Total					
Confidence	Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence (Neutral)
Quality Performance					
Schedule Performance					
Management Performance					

VII. General Comments:

Telecommunications Infrastructure Support Services, Guantanamo Bay, Cuba
Attachment 8 - Past Performance Evaluation Questionnaire

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Assessor's Signature

Date

Attachment 9 - CONFIDENTIALITY AND NON-DISCLOSURE NOTIFICATION

*****NOTE: This Non-disclosure will be requested by the PCO/KO for fill in and signature upon award, if any. This document does not need to be returned with the Volume I, II or III.

1. This notification pertains to services provided in support of the Naval Supply Systems Command (NAVSUP) office. During Contractor's name performance in support of the NAVSUP Supply Chain Process Contractor's name will gain access to information of other companies, as well as sensitive Government information, Privacy Act Data, and procurement data. Contractor's name must protect all of the information from unauthorized disclosure and (Contractor's name employees) are prohibited from using it for any purposes other than that for which it was furnished.

2. This applicable Contract No. _____ contains DFARS clause 252.204-7000 entitled, DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract, any program related to this contract, or other NAVSUP information unless-

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

3. Procurement Integrity Act: The Act prohibits current Federal employees, former Federal employees, and individuals, such as yourself, who are currently advising the government regarding the procurement from disclosing "contractor bid or proposal information" and "source selection information." These terms are defined in at 41 USC 423(f)(1) & (2). "Contractor bid or proposal information" can generally be characterized as cost or pricing data, labor rates, proprietary information, and information marked by the submitter as "Contractor Bid or Proposal Information." Source selection information includes, but is not limited to: bid prices before bid opening; proposed costs or prices; source selection plans; technical evaluation plans; evaluations of technical proposals; evaluations of cost proposals; competitive range determinations; rankings of bids, proposals, or competitors; and reports of source selection panels, boards, or advisory councils. The ban applies until the contract is awarded. These same individuals are prohibited from knowingly obtaining "contractor bid or proposal information" or "source selection information" before the award of the contract to which such information relates, other than as provided for by law.

(Contractor's Name)

Signature

(1) _____
Name (printed)

Title

Date

Signature

(2) _____
Name (printed)

Title

Date